

AGREEMENT

by and between

THE COUNTY OF ERIE
ECMCC/ECC /Buffalo and Erie
County Public Libraries

and

THE AMERICAN FEDERATION
OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES
LOCAL 1095, COUNCIL 66,
AFL-CIO

COVERING THE CALENDAR
YEARS
2022-2023-2024-2025-2026

<u>STATEMENT OF PURPOSE</u>	1
<u>ARTICLE 1</u>	
RECOGNITION	1
<u>ARTICLE 2</u>	2
DEFINITIONS	
<u>ARTICLE 3</u>	4
MANAGEMENT RIGHTS	
<u>ARTICLE 4</u>	4
UNION SECURITY	
<u>ARTICLE 5</u>	6
NO STRIKE CLAUSE	
<u>ARTICLE 6</u>	7
BULLETIN BOARDS	
<u>ARTICLE 7</u>	7
UNION ACTIVITIES ON EMPLOYER'S	
TIME AND PREMISES	
<u>ARTICLE 8</u>	7
TIME OFF FOR UNION BUSINESS	
<u>ARTICLE 9</u>	8
HOURS OF WORK	
<u>ARTICLE 10</u>	10
PAID LEAVE OF ABSENCES	
10.1 Holidays.	
10.2 Vacations	
10.3 Sick Leave	
10.4 Personal Leave	
10.5 Bereavement Leave	
10.6 Jury Duty Leave	
10.7 Military Leave	
10.8 Emergency Closings	
10.9 Civil Service Examinations	
<u>ARTICLE 11</u>	19
LEAVE OF ABSENCE WITHOUT PAY	
11.1 Application for Leave Without Pay	
11.2 Maternity Leave	
11.3 Leave Without Pay Because of Extended Illness	
11.4 Leave for War Work	
11.5 Education Leave for Veterans	
11.6 Leave of Absence for Educational Purposes	
11.7 Leave of Absence to Serve Another Position in the County Service	
11.8 Leave of Absence to Accept Employment Outside the Employer's Service	
11.9 Leaves for Other Reasons	
11.10 Political Leave	
11.11 Adoption Leave	
<u>ARTICLE 12</u>	22
EMPLOYMENT OPPORTUNITIES	
<u>ARTICLE 13</u>	22
RETIREMENT PLAN	

<u>ARTICLE 14</u>	23
HEALTH INSURANCE	
<u>ARTICLE 15</u>	25
WAGES	
15.1 New Appointments.	
15.2 Promotions	
15.3 Demotions	
15.4 Reinstatement	
15.5 Reallocation	
15.6 Reclassifications	
15.7 Increments and Increment Periods	
15.8 Temporary Assignments	
15.9 Leaves of Absence	
15.10 Exclusions	
15.11 Pay Period	
15.12 Shift Differential Pay	
15.13 Wage Schedule	
15.14 Longevity Pay	
<u>ARTICLE 16</u>	30
OVERTIME WORK	
COMPENSATORY TIME	
<u>ARTICLE 17</u>	33
JOB POSTING	
<u>ARTICLE 18</u>	34
PROMOTIONS	
<u>ARTICLE 19</u>	35
LAYOFF AND RECALL	
<u>ARTICLE 20</u>	37
CHANGE IN JOB AND WORK LOCATION	
<u>ARTICLE 21</u>	38
SHIFT PREFERENCE	
<u>ARTICLE 22</u>	39
GRIEVANCES AND ARBITRATION	
22.1 General	
22.2 Definitions	
22.3 Rights of the Parties	
22.4 Grievance Procedure	
22.5 Arbitration	
<u>ARTICLE 23</u>	43
DISCIPLINE AND DISCHARGE	
<u>ARTICLE 24</u>	45
PROBATIONARY PERIOD	
<u>ARTICLE 25</u>	45
GENERAL PROVISIONS	
25.1 Pledge Against Discrimination and Coercion:	
25.2 Political Activity:	
25.3 Personnel Files:	
25.4 Transportation Allowance and Formula	
25.5 Travel Policies	
25.6 Travel Procedures	

25.7	Disabled Employees	
25.8	Supervisory Employees	
25.9	Subcontracting	
25.10	Labor-Management Committee	
25.11	Work Rules	
25.12	Protection and Security for Employees	
25.13	Regular Part-Time Employees	
25.14	Printing of Contract	
25.15	Temporary Employees	
25.17	Job Assignments	
25.18	Public Health Aides and Nurses Aides	
25.19	Safety and Health	
25.20	Part-Time Employees	
<u>ARTICLE 26</u>		50
	SAVINGS CLAUSE	
<u>ARTICLE 27</u>		51
	STATUTORY PROVISION	
<u>ARTICLE 28</u>		51
	EFFECTIVE DATE AND TERMINATION	

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STATEMENT OF PURPOSE

THIS AGREEMENT entered into by the County of Erie, New York, Erie County Medical Center Corporation, Erie Community College and the Buffalo & Erie County Public Library hereinafter collectively referred to as the Employer, and Local 1095 and Council 66, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment. NOW, THEREFORE, it is mutually AGREED, as follows:

ARTICLE 1 RECOGNITION

1.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for the term of this Agreement of all individuals who are members of the bargaining unit as defined in this Agreement.

1.2 The Employer agrees to meet quarterly with the President and two (2) members of the unit and at special meetings when deemed necessary, to review any new job titles, any changed titles and/or job specifications for the purpose of allocating these new or revised jobs which may have been created in the preceding three (3) months to the appropriate bargaining unit. In the event the parties fail to reach a mutual agreement upon the allocations of such titles, then the disputed titles and/or specifications will be submitted to the appropriate official of the Public Employment Relations Board (PERB) for his advice and guidance within fifteen (15) days of the meeting, whose decisions will be final and binding on the parties.

1.3 The Employer shall notify the Union by registered mail to the Union's local office prior to the implementation of a change in the description of an existing bargaining unit position. The Union may request, in writing by registered mail to the Division of Labor Relations, a meeting with the County concerning such job description of an existing within seven (7) working days of the receipt of such notification. Such meeting shall be held as soon as practicable after such request is received by the County. The Employer shall not implement such job description until such meeting, if requested, has been held. A copy of the finalized job description shall be sent to the Union. It is agreed and understood that the implementation, composition and content of finalized job descriptions or any change thereto are within the sole and exclusive discretion of the Employer.

ARTICLE 2 DEFINITIONS

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

(a) "Employer" means County of Erie, Erie County Medical Center Corporation, Erie Community College and the Buffalo & Erie County Public Library collectively.

(b) "County" means County of Erie.

- (c) "Union" or "AFSCME" Means Local 1095 and Council 66, American Federation of State, County and Municipal Employees, AFL-CIO.
- (d) "Employee or Employees" means only those individuals who hold a full-time permanent position, who hold regular part-time positions (20 working hours or more per week) or who hold part-time positions (less than 20 hours per week) covered by the bargaining unit herein
- (e) "Bargaining Unit" means the certified bargaining unit commonly known as the "Blue Collar Unit" which is composed of only those employees as defined above and individuals who hold certain regular part-time positions (less than 20 hours per week) and temporary employees (as defined in this Agreement) all of whose titles appear in Appendix A attached hereto.
- (f) "Position" means one of the positions included under one class title in the Plan of lass Titles and Salary Ranges.
- (g) "Class" means a group of similar positions included under the same title in the Plan of Class Titles and Salary Ranges.
- (h) "Salary Range" means the range of compensation from base to Step 7,as appearing in the Plan of Class Titles and Salary Ranges
- (i) "Job Group" Means a group of classes of positions allocated to the same salary range in the Plan of Class Titles and Salary Ranges.
- (j) "Increment" means the annual increment as provided in the table of increments for Job Groups in the Plan of Class Titles and Salary Ranges.
- (k) "Increment Step" means the point in the increment scale reached through successive periods of actual service, as designated in Steps 1,2,3,4,5,6 and 7 in the Plan of Class Titles and Salary Ranges.
- (l) "Open Competitive List" means an eligible list resulting from an open competitive civil service examination.
- (m) "Promotional List" means an eligible list resulting from a promotional civil service examination.
- (n) "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.
- (o) "Actual Service" means total time spent actually working in a position including any time off and/or leaves with pay.
- (p) "Service" means "Actual Service" as defined above.

(q) "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 Employer. However, a period of actual service in a regular part-time position (20 hours or more per week) or a non-regular part-time position (less than 20 hours per week) shall be credited as 50% of such period for purpose of computing continuous service. If an employee is rehired within one (1) year or is recalled within two years of layoff, 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 permanent loss of all continuous service.

(r) "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 Employer, regardless of bargaining unit. Once per year the Employer shall post on all bulletin boards a seniority list showing the continuous service of each employee. A copy of the seniority list shall be furnished to the Local Union when it is posted. The seniority list will show the names, job titles and the date of hire of all employees in the unit entitled to seniority.

(s) "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.

(t) "Department" means a unit of County Government specifically designated as a department under the Erie County Charter and Erie County Administrative Code as amended from time to time, and additionally, departments and units as organized at and by Erie County Medical Center Corporation, Erie Community College and the Buffalo & Erie County Public Library.

(u) "Department Head" means the person 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, and additionally departments and units as organized at and by Erie County Medical Center Corporation, Erie Community College and the Buffalo & Erie County Public Library.

(v) "Work Day" means the normal number of regular, consecutive hours an employee is scheduled for work within the confines of the provisions of this Agreement.

(w) "Erie County Medical Center Corporation"- pursuant to Public Authorities Law, Article 10-c §3629, Erie County employees, employed at Erie County Medical Center became employees of Erie County Medical Center Corporation. As expressly referenced in the PAL, employees of ECMCC are, likewise, deemed to be employees of Erie County and ECMCC shall be bound by collective bargaining agreements and success or agreements between Erie County and respective representing unions, as determined by prior unit placement.

(x) "Competitive Class Departmental Seniority"- the date in which an employee in a competitive class position passes their probationary period and becomes permanent in their title in their current department.

ARTICLE 3 MANAGEMENT RIGHTS

3.1 Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the Employer are retained by it, including, but not limited to, the right to determine the mission, purposes, objectives and policies of the Employer; to determine facilities, methods, means and number of personnel for the conduct of the Employer's 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 reallocate new or existing positions in accordance with law; and to discipline or discharge employees in accordance with law and the provisions of this Agreement.

ARTICLE 4 UNION SECURITY

4.1 Checkoff of Union Dues and other Deductions: The Employer shall deduct from the wages of employees of the bargaining unit and remit each month to Local 1095, American Federation of State, County and Municipal Employees, AFL-CIO, New York Council 66, membership dues for those employees authorizing such deductions.

4.2 The Employer agrees to deduct Union membership dues in accordance with the amount certified by the Union to the Employer and to maintain such dues deductions in accordance with the terms and conditions of the form of Authorization for Payroll Deduction of Union Dues provided by the Union from the pay of all employees who have executed such authorization for payroll deduction of Union dues, and any additional deductions for any health insurance and/or dental plan program made available through the Union.

4.3 Payroll deduction of Union dues under the properly executed Authorization for Payroll Deduction of Union Dues forms shall be effective at the time the form is signed by the employee and shall be deducted by the next full pay period and each pay period thereafter from the pay of the employee. This authorization shall remain in effect unless written notice of revocation is given by the employee to the Union President and the director of AFSCME Council 66. Any member that is removed from payroll and are not paying dues, upon returning to employment their dues deductions shall be reinstated by their employer so long as the person returns within one year from being removed from payroll and within the same position.

4.4 The aggregate total of all such deductions shall be remitted each month to the designated financial officer of the Union together with a list from whom dues have been deducted on or before the fifteenth (15) day of the following month when such

deductions were made. The above-referenced dues deduction list shall include names, business area, current base, current deductions, year to date base, year to year deduction, and any other information that is required by law. In addition, the employer shall notify the Union President within forty-five (45) days of when an employee is hired, promoted, or transferred into a bargaining unit position and shall provide the employees name, address, business area, appointment status, title, and any other information as required by law.

4.5 Any changes in the amount of Union Dues to be deducted must be certified by the Union in writing and be forwarded to the Employer.

4.6 Agency Shop: The Employer agrees that any present or future member of the bargaining unit who is not a Union member and who does not make application for membership shall not deduct from their paychecks a service fee in an amount equal to the regular amount of dues of this Union for the duration of the Agreement. The deduction shall be transmitted at the same time and to the same offices as set forth in 4.4 above. The Union agrees to hold the Employer safe and harmless because of said deduction.

4.7 If, through inadvertence or error, the Employer fails or neglects to make a deduction which is properly due and owing from a bargaining unit member paycheck, such deduction shall be made from the next paycheck of the bargaining unit member and submitted to the collective bargaining representative. The Employer shall not be liable to the collective bargaining representative, bargaining unit member or any party by reason of the requirements of this article, 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 that constituting actual deductions made from employee wages earned.

4.8 The Employer agrees there will be no promotion or financing by any labor organization including this bargaining unit. The Employer agrees to submit to the Union every month a list of new employees hired, their division, their home addresses and the status of their employment.

4.9 Pledge Against Coercion. The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union.

4.10 Access to Employees. Union stewards, officers, international and council representatives shall, on an exclusive basis, have access to employees during working hours to explain Union membership services and programs under mutually developed arrangements with Department or Agency Heads. Any such arrangements shall insure that such access shall not interfere with work duties or work performance and shall be limited to no more than fifteen (15) minutes per employee per month.

4.11 Dues Deduction for Political Action. The Employer agrees to deduct from wages of any bargaining unit employee of the Union who submits to the payroll department a voluntary, signed political and legislative payroll deduction authorization card, payroll deductions for the American Federation of State, County and Municipal Employees Political and Legislative Fund. Such voluntary payroll deduction authorization card must be executed by the employee and may be revoked at any time by giving written notice to both the Employer and the Union. Payroll deductions will commence no later than the next pay period after the cards are received by the payroll department. The voluntary, signed payroll deduction authorization card for the Political and Legislative Fund shall specify a whole dollar amount to be deducted from the employee's pay period, twenty-six (26) times in each calendar year. Monies voluntarily deducted pursuant to the provisions of this Section shall be remitted to the Union once a month, thirty (30) days after the last deduction is made each month, together with a list showing the name of each employee from whose pay such deductions have been authorized and the amount to be deducted during the period covered by the remittance. Adjustments to reflect actual deductions will be made twice a year. The Union agrees to hold the Employer harmless and to defend said Employer, including all costs of such defense, against any claims whatsoever arising out of the deductions made pursuant to this section.

ARTICLE 5 NO STRIKE CLAUSE

5.1 The Union recognizes the status of the members of its bargaining unit 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.

5.2 The Union further recognizes that any public employee who engages in said acts is subject to the penalties provided under New York State Law.

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

5.4 No lockout of employees shall be instituted by the Employer during the term of this Agreement.

ARTICLE 6

BULLETIN BOARDS

6.1 The Employer shall provide exclusive locked bulletin boards in an accessible place in each area occupied by a substantial number of employees for the purpose of posting bulletins, notices and material issued by the Union, which shall be signed by the designated official of the Union or its appropriate chapter. Keys for such boards shall be given to the person designated in writing by the Union.

6.2 Campaign material for election to Union Offices shall be permitted under this section.

ARTICLE 7

UNION ACTIVITIES ON EMPLOYER'S TIME AND PREMISES

7.1 The Employer agrees that during working hours, after obtaining permission from supervisors, which permission should not be unreasonably withheld and for reasonable periods of time on Employer's premises and without loss of pay a Union representative or alternate in each department or institution, whose names shall be submitted to the department or institution head or his authorized representative in writing by the Union shall be allowed to engage in the following activities when necessary:

- (1) Post Union notices
- (2) Distribute Union literature
- (3) Transmit communication authorized by the local Union or its officers to the Employer or his representatives.
- (4) Consult with the Employer, his representatives, local Union officers, or other Union representatives concerning the enforcement of any provisions of this Agreement

7.2 The Employer will give release time with pay to ten (10) members of the Local Union contract negotiating team to participate in contract negotiations. Release time will be paid for hours spent while the parties are engaged in collective bargaining sessions with the employer.

ARTICLE 8

TIME OFF FOR UNION BUSINESS

8.1 The Employer agrees to grant time off without charge to accumulated leave credits, with pay, for Union delegates to functions of International Union, Council or other bodies with which the Union is affiliated, but not exceed an aggregate of working days per contract year as follows: effective January 1, 2018, an aggregate of sixty (60) working days.

8.2 An employee elected to office of the President, Vice President or Grievance Chairman of the local Union shall be allowed reasonable periods of time off without loss of time or pay for the period of his/her term of office to engage in Union business. The Local President, Vice President and Grievance Chairman shall record their union business on a form provided and submitted to their employer by the end of each pay period. It is understood that only time actually engaged in Union business directly related to the bargaining and enforcement of the collective bargaining agreement with the employer will be paid. At no time shall there be more than 2 (two) officials on leave with pay from the same employer.

8.3 The duly elected secretary treasurer of the local Union shall be granted up to eight (8) hours paid release time during each pay period.

8.4 Employee holding the position of Unit Chair not assigned to the Security or Maintenance departments at ECMCC shall receive two (2) hours per day for Union business without loss of pay or use of accruals. This does not include any time in disciplinary meetings, investigations or Labor Management meetings.

ARTICLE 9 HOURS OF WORK

9.1 The normal working hours for full-time employees shall be eight (8) hours per day, forty (40) hours per week. The establishment of working hours shall be within the discretion of the head of the department, provided that work week hours shall not exceed forty (40) hours for any employee. Departmental management, may at its discretion, establish four (4) days of ten (10) hour (hereinafter 4-10) work days in lieu of (5) days of eight (8) hour work days. No employee is entitled to a 4-10 and must request and be granted a 4-10. No additional benefit may be accrued by the change in schedules (rest periods, holiday pay, accrual usage, lunches, or any other benefit). Overtime does not occur for an employee working a 4-10 until the employee works in excess of ten hours in a day (work day) or forty hours within a week (work week); Double time for holidays worked under Article 10.1 (b) does not begin until an employee has worked in excess of ten hours in a day. Departmental management may cancel its decision to establish a 4-10 with two weeks' notice. Any employee who elects to work a 4-10 may not change his or her shift without management approval. Shifts must comport with shifts established by the Department of Personnel. Employees may only change shifts at the start of a pay-period. Selection of the scheduling shall be started with the most senior employee.

(a) In the event the Employer deems necessary any change in the work week or shift assignment, the Employer shall first make offer to the employee in the work unit/division of the shift change in the order with the greatest department seniority until it reaches a volunteer. However, if no employee elects to accept the shift change offer, then the employee in the work unit/division of the shift change with the least departmental

seniority will be reassigned to that shift. The affected employee(s) will be notified in writing with a copy forwarded to the Office of the Local Union seven (7) calendar days in advance of the proposed change except in emergency situations. ECMCC shall use title within Unit.

(b) The Employer shall give employees preferential selection by seniority in available work week schedules where and when it in its sole and exclusive discretion it deems practicable.

9.2 Employees engaged in continuous operations are defined as being any employee or group of employees engaged in an operation for which there is regularly scheduled employment for twenty-four (24) hours per day for seven (7) days per week.

9.3 All employees work schedules shall provide for a fifteen (15) minute rest period during each one half shift. Employees may be permitted to leave the work site during rest periods and such permission shall not be unreasonably withheld.

9.4 Except in an emergency, employees required to work at least four (4) hours beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period before they start to work on the next shift. In addition, they shall be granted the regular rest period that occurs during the overtime shift of more than four (4) hours.

9.5 Employees of Erie County, ECC and the Buffalo & Erie County Public Library shall be granted a ten (10) minute personal clean-up period prior to the end of each shift worked. This benefit shall not apply to employees of the Erie County Medical Center Corporation.

9.6 The work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday, inclusive, except in continuous operations. If an ECMCC employee at Terrace View Long Term Care Facility is absent for more than 2.5 hours at the start of the employee's scheduled shift or any part thereafter on the employee's scheduled weekend, Terrace View may schedule the employee to make up such weekend shifts at either the employee's next unscheduled weekend shift or in the case of overstaffing for that weekend the weekend thereafter, by providing two (2) weeks' notice to the employee.

9.7 Work schedules showing an employee's shifts, workdays and hours shall be posted on department bulletin boards at the employee's regular work locations at all times.

9.8 Any employee who is regularly scheduled to report for work and who presents himself for work as scheduled shall be assigned work.

9.9 If work is not available, and the employee is excused from duty, he/she shall be paid at their regular rate for four (4) hours work.

9.10 Any employee who is called in and reports for emergency duty, in addition to or outside his regularly scheduled shift shall be paid a minimum of three (3) hours.

(a) Except as provided in sub-section (C), infra, the lunch period provided for employees in the bargaining unit will remain the same except for employees hired after ratification of the 2006-2015 (RATIFIED ON 10/23/2009) collective bargaining agreement who shall receive a one-half hour paid lunch period. Following ratification of the CBA, employees who, in their prior anniversary year, were eligible for a one (1) hour lunch period, but were required to remain on duty during such lunch period or received a one-half hour lunch period for a cumulative period of not less than nine (9) months, shall be paid the sum of \$350 (\$175 for Regular Part-time employees) within thirty (30) calendar days following the employee's anniversary date.

(b) Employees, not including ECMCC employees, hired after ratification of the 2006-2015 (RATIFIED ON 10/23/2009) Agreement shall receive a one-half hour paid lunch period, or where appropriate, the cash sum provided in sub-section (a) hereof.

(c) Effective January 1, 1996. ECMCC, all new hires at ECMCC after 12/31/1995 shall have one-half hour paid lunch, with no additional compensation. In keeping with the established practice, this term applies only to those employees who change their status to full time, provisional appointees who actually receive their permanent appointment after said date and other temporary employees who might become permanent after January 1, 1996. Also, these terms do not apply to an employee who might come into a blue collar position from another bargaining unit.

ARTICLE 10 PAID LEAVE OF ABSENCES

10.1 Holidays The following holidays shall be observed by all employees in this bargaining unit as paid holidays:

- (1) New Year's Day
- (2) Martin Luther King, Jr. Day
- (3) Presidents' Day
- (4) Good Friday
- (5) Memorial Day
- (6) Juneteenth
- (7) Independence Day
- (8) Labor Day
- (9) Veteran's Day
- (10) Thanksgiving Day
- (11) Christmas Day

(a) If any of the aforementioned holidays falls on a Saturday, the Employer will observe the holiday on the prior Friday. If a holiday falls on a Sunday, the following Monday will be observed as the holiday.

(b) An employee who is required to work on a day celebrated as a holiday shall in addition to holiday pay, be paid at their straight time hourly rate plus one-half their hourly rate for the first eight (8) hours worked on such holiday. Effective January, 1, 1989, employee shall be paid at two (2) times their hourly rate for all hours worked on such holiday in excess of eight (8) hours.

(c) Every effort will be made to distribute the taking of holidays on an equitable basis.

(d) If a holiday falls during an employee's scheduled vacation, the vacation period will be extended one (1) day. If a holiday falls on an employee's scheduled day off, one (1) day's additional pay shall be given for said holiday.

(e) An employee who is on paid sick leave the day before or after a holiday will be paid for the holiday. Employees who are absent due to sickness on both the scheduled workday before and the scheduled workday after the holiday, will not receive holiday pay, but if they so request, will be granted a paid sick day if such accumulated sick leave is available.

(f) For the purpose of computing overtime, all holiday hours (worked or unworked) for which an employee is compensated shall be regarded as hours worked.

(g) An Employee shall be eligible for holiday pay provided he/she would have been scheduled to work on such day if it had not been observed as a holiday unless the employee is on a day off, vacation or sick and further provided he worked his last scheduled work day prior to the holiday unless he is excused by the Employer.

(h) Notwithstanding, the conditions set forth in section 10.1(a) of Article 10, employees who are scheduled for and actually work a continuous schedule of 24 hours per day for 7 days per week, shall celebrate all holidays only on the calendar date on which the holiday traditionally falls.

10.2 Vacations

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

(b) Vacation credits will accrue and be available for use on a pay period basis for regular full time employees provided they are on a compensable pay status for five (5) or more working days each pay period. Vacation credits will be granted by pay period in accordance with the following schedule:

Service	Hours/Pay Period	Days/Year
Commencement of employment through completion of two (2) years of service.	3.08 hours	10 days
Second (2 nd) year anniversary date through completion of nine (9) years of service.	4.62 hours	15 days
Ninth (9 th) year anniversary date through completion of sixteen (16) years of service.	6.16 hours	20 days
Sixteenth (16 th) year anniversary date through completion of twenty-five (25) years of service.	7.70 hours	25 days
Twenty-fifth (25 th) year anniversary date through successive years of service.	9.23 hours	30 days

(c) Department heads will establish vacation periods, schedules and vacation units based on their work requirements. The scheduling of vacations shall be based on the seniority of the employee, subject to paragraph (a) above. Employees may, with the prior approval of the department head, utilize vacation allowances as may be convenient to departmental operations but not less than in units of one (1) hour. The scheduling of vacation time in a Competitive Class Position will be based on Competitive Class Department seniority as defined in Article 2 section (X).

(d) With approval of the department head or immediate supervisor, an employee may take vacation days as they are accumulated in accordance with this Section.

(1) Vacation credits may be accumulated up to twenty (20) vacation days in the employee's vacation bank on the employee's employment anniversary date.

(2) If, however, the employee is unable to use his/her vacation time due to the Employer or departmental policy restrictions regarding the use of vacation time, the employee will be granted an additional thirty (30) calendar days to use such vacation time which exceeds the accumulation limit of twenty (20) vacation days.

(e) Vacation pay shall be the regular straight time rate of pay in effect for the employee at the time he/she takes vacation.

(f) If a holiday occurs during an employee's vacation, the holiday will be credited and vacation credits not charged. An employee on paid leave, jury duty, paid military duty, paid vacation time or full pay status will be considered as time worked in determining

vacation credits.

(g) If an employee is promoted or transferred to another County, ECC, ECMCC or the Buffalo & Erie County Public Library department, vacation credits will be transferred.

(h) Employees who resign, are discharged for cause, or are laid-off shall be compensated for unused, accumulated vacation credits. Deceased employees shall have their estate compensated for unused, accumulated vacation credits at the time of the employee's death.

(i) The period of leave without pay between resignation and reinstatement shall not be counted in determining an employee's vacation credit allotment.

(j) Commencing January 1, 2018 Employees shall be permitted to sell back forty (40) hours or sixty (60) hours of accrued and unused vacation leave at the employee's 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 number 24 of the same year.

10.3 Sick Leave

(a) Sick Leave Allowance: All permanent employees in the bargaining unit shall earn sick leave credits immediately upon entering the service of the employer at the rate of four (4) hours per pay period. An employee may accumulate sick leave up to a maximum of 1800 hours/225 days for purposes of calculating sick leave credits and charges, one work day equals eight (8) hours.

(b) Reasons for Granting Sick Leave. Sick leave with pay shall be granted by the Employer 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, children or grandparents; or other blood relative who is an actual member of the employee's household. Certificate or affidavit, issued by the attending physician certified to the necessity for the attendance of the employee shall be filed with the Department Head or his/her designee and sick leave for this purpose shall be granted only with his approval.

(3) Quarantine regulations

(4) Medical or Dental Visits

(5) Maternity

(c) Sick Leave Credits and Charges

(1) A credit for sick leave under this provision shall be allowed at the rate of (4) four hours for each pay period during which the employee shall have been on full pay status for at least fifty percent (50%) of the working days of that pay period. This is equal to thirteen (13) 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 sick leave balances on a continuing regular basis.

(2) Charges against sick leave credits due to employee usage shall be comparable to past procedures; i.e., 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 a half day was charged in the past, four (4) hours will be charged against the employee's sick leave balance. It is agreed and understood, except where otherwise specifically provided in this article, charges against sick leave may not be made in units of less than one (1) hour. Request for use of sick leave shall be submitted on the prescribed Employer form. If after reporting to work an employee goes home sick, he/she will be allowed to use sick leave in one (1) hour increments.

(d) Extended Sick Leave

(1) 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.

(2) No credits for sick leave, personal leave or vacation shall be earned during periods of extended sick leave with pay, granted in accordance with this section.

(3) Employees shall be eligible for the additional periods of sick leave granted in accordance with this provision until the levels of extended sick leave to which they are entitled have been exhausted.

(4) No extended sick leave with pay will be granted until all other accumulated leave time has been used.

(5) No extended sick leave shall be granted to any employee unless and until said employee provides the County with a written prognosis from his/her Doctor stating that the employee will be able to return to work after the period of the

leave. Furthermore, the County has the right to check further into any such leave request.

(e) Reporting Time

- (1) In institutions and in positions requiring replacement in case of absence shall be at least two (2) hours before the start of the employee's assigned hours of work.
- (2) In all other situations, the time for reporting absence shall be at least (20) twenty minutes before the start of the employee's assigned hours of work.
- (3) The employee shall report such absence to his/her supervisor designated by his department head for such purposes.
- (4) In case of failure to report within the required time limits, the absence may be deductible from sick leave and shall not be considered as time off without pay in the discretion of the employee's department head or designee.
- (5) Daily call-in is required each and every day except as outlined in "The Clarification of Policy and Procedure for the Reporting of Absence Under the Sick Leave Provisions" issued by the Department of Personnel as amended by the Commissioner from time to time.
- (6) A certificate or affidavit, showing incapacity and inability of the employee to perform his/her duties issued by the attending physician, shall be filed with the Department Head or designee in case of absence of more than four (4) consecutive work days. The Department Head or designee may check further on any illness regardless of certificate or affidavit.
- (7) 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.
- (8) If an employee is on sick leave and the appropriate form is not received by the Department of Personnel through no fault of the employee, such employee shall be paid as if such form had been received.

(f) Abuse of Sick Leave Benefits

Abuse of sick leave privileges shall be grounds for disciplinary action. In addition, where an employee's absences are such that the Employer has reasonable grounds to believe that an abuse of sick leave may exist, such employee will be notified of such suspected abuse and thereafter may be required, for up to a year following the day of each notice, to submit a satisfactory doctor's Certificate or affidavit indicating the specific nature of the disability and its duration to the Department Head or designee

before such absence may be charged against the employee's accumulated sick leave balance. The Union will work cooperatively with the Employer to reduce and prevent abuses of sick leave.

(g) Reinstatement of Sick Leave

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

(h) Medical or Dental Visits

(1) If an employee is required to make visitations during working hours, as shall be determined by the employee's Department head or designee upon sufficient proof by the employee, time off for medical or dental visits may be granted by the employee's department head or designee. Such absence may be deducted from accumulated sick leave in units of not less than one (1) hour.

(2) An employee will also be able to utilize sick leave units of not less than (1) one hour if it is necessary for said employee to accompany a member of his/her immediate family to a medical or dental visit. All procedures set forth in subdivision one above will apply to these instances also.

(3) Utilization of sick leave pursuant to this section shall not exceed a total of fourteen (14) medical or dental visits in a calendar year.

(i) Criminal Assault

In the event that an employee is necessarily absent from duty as a result of an assault reported immediately after its occurrence upon his/her person during the course and in the discharge of his/her job responsibilities and duties for the Employer 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 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.

(j) Worker's Compensation

(1) Restoration of sick leave used in lieu of Worker's Compensation Benefits. After an employee injured on his/her job has been awarded benefits by the New York State Compensation Board and if the injured employee had used "sick leave previously accumulated", a partial restoration of such unused sick leave shall be computed as follows:

(2) Amount of W.C. Weekly Indemnity repaid to the Department – Actual Gross Salary for same period of time x the number of days' sick leave used = number of days to be restored via notification from Comptroller.

(3) In certain cases where specific injuries or special awards as made on other than the normal two-thirds of weekly wages (subject to maximum benefit prescribed by law) the same formula shall be applied after the formal award of such benefits he/she been presented to the Employer. The Worker's 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.

(4) Any employee absents from work due to a compensable injury certified by the New York State Worker's Compensation Board shall be granted extended sick leave under Section 10.3 if the employee meets the continuous service requirements. Upon Exhausting all leave credits under Section 10.3, the Employer 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.

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

(6) In situations where an individual in this bargaining unit is on paid sick leave and is later determined to be eligible for unemployment insurance, this collective bargaining agreement shall not be construed as providing with simultaneous continuation of paid sick leave benefits.

(k) Upon retirement, the employee shall continue the same health insurance option in effect on the date of retirement and shall have the health insurance benefits provided in Article 14.

(l) Effective January 1, 1993 through 12/31/2024 employees who retire with ten (10) years or more of Employer service shall be eligible for the following.

- 1) Sick leave payout. Employees who retire with ten (10) years or more of County/ECMCC/ECC service shall be eligible for a sick leave payout for sick leave hours accumulated. If 1800 or greater hours accumulated, Five Thousand Dollars (\$5,000). If 1200-1799 hours accumulated, three thousand dollars (\$3,000). If 800-1199 hours accumulated, two thousand (\$2,000). Payment may be via separate check.

(m) Employees who have submitted their notice of intent to resign or retire shall be ineligible to use sick leave unless or until such request is accompanied by a written doctor excusal from work. Employees who fail to provide such written excuse shall be docked for all time absent during such period.

10.4 Personal Leave

- (a) Full time permanent employees including provisional personnel will become eligible for and receive four (4) days personal leave after one (1) year of continuous service and also become eligible for and receive the same allowance for each succeeding years 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.
- (b) 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 by this Agreement.
- (c) In order for the department head and/or the immediate supervisor to arrange for adequate work coverage, applications for personal leave must be filled 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 for four (4) and three (3) working days in advance when the request is for three (3) days or less. Personal leave days requested for immediately before or immediately after a holiday may be denied due to staffing or operational needs. 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 three (3) days of advance notice may be waived by the department head. All requests must receive approval of the employee's immediate supervisor or department head and shall not be granted in less than one (1) hour increments.
- (d) In cases of reinstatement or transfers, unused personal leave credits shall be restored or transferred.

10.5 Bereavement Leave

An employee who has a death in the immediate family (parent, spouse, brother, sister, step sibling, child, step child, grandparent, grandchildren, parent-in-law, son-in-law, brother-in-law, sister-in-law, daughter-in-law, foster child, step parent, great grandparents or other relative who is an actual member of the employee's household) upon submission of sufficient proof to the employer, shall be given time off without loss of pay up to a maximum of four (4) consecutive working days commencing with the date of death, or the date of the memorial services, at the option of the affected employee. However, if the death occurs after the employee reports to work, that day will not be counted as one of the four (4) consecutive working days and upon giving appropriate notice such employee will be allowed to leave for the remainder of the shift without loss of pay.

10.6 Jury Duty Leave

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.

10.7 Military Leave

Any employee who is required to render ordered military or naval duty, or to attend a training program or perform other duties under United States or New York State supervision, shall be granted military leave of absence with no loss of time or pay not to exceed thirty (30) days pursuant to the Military Law.

10.8 Emergency Closings

In the event the County Executive declares the closing of certain County facilities and /or operations and/or services due to any flood, fire, power failure, uncontrollable weather conditions or to his/her cause beyond the County's control, the resulting time off from work shall be treated as follows:

- (a) If such declaration is before 8:00 a.m., the County shall endeavor to use radio and T.V. stations in the Buffalo area to announce such declaration.
- (b) Any employee who is prevented from coming to work because of an emergency closing of the facility or building in which he/she works, will not be required to charge such absence to any accumulated leave balance.
- (c) If such declaration is made after the employee's first three and one-half (3.5) hours of actual work, the employee shall suffer no loss in pay nor be required to charge any time off from work as a result of such closing.
- (d) In the event the above conditions prevent any employee from reporting to work on time, such tardiness may be excused by the head of the department and employees may be dismissed prior to their regular quitting time. In the event of the inability of employees to report for duty because of storms or other uncontrollable conditions, the department head shall grant employees time off with pay, such pay to be charged at the employee's option from any accumulated leave time.
- (e) Should the County Executive and the department head approve any of the actions in this sections in one (1) or more than one facility, operation, service or department, such approval or approvals will be based on the individual conditions and will be independent of any other facility, operation, service or department in the County.
- (f) This section does not apply to any employee who is necessary and essential to the operation of the County during the emergency closing as determined by management.

10.9 Civil Service Examinations

Employees shall be allowed time off with pay to take open competitive and promotional examinations by the Civil Service Commission, for positions within the Employer's service.

ARTICLE 11 LEAVE OF ABSENCE WITHOUT PAY

11.1 Application for Leave Without Pay

(a) 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 the duration thereof. If approved by the Head of the department, the application shall be submitted to the Commissioner of Personnel, and leave of absence 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 with in the same department.

(b) A leave of absence without pay may be approved by a department head providing such leave does not exceed fourteen (14) days.

11.2 Maternity Leave

(a) Employees who are unable to perform the duties of their positions because of pregnancy may use sick leave for the period of disability certified by their personal physician. In the event that sick leave is exhausted prior to the employee's ability to return to duty, a Request for Leave of Absence on the regular PO-18 form should be submitted to cover the additional period of disability indicated by period of leave requested and shall be substantiated by a statement completed by the employee's personal physician.

(b) Substantiation of Request for Sick Leave or Leave Without Pay for Pregnancy. A certificate is required from the employee's personal physician specifying:

- the date that the employee is no longer able to carry out all normal assigned duties.
- the expected date of confinement, and
- the date the employee may return to duty shall accompany the request whether it be for sick leave (form PO-19) or for leave without pay (form 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 both the PO-19 and PO-18 should be completed at the same time, and the above certificate used to substantiate both requests.

(c) At the request of the employee, and after receiving the recommendation of the department head, the Commissioner of Personnel or designee may grant extensions of any leave of absence without pay in accordance with this section.

(d) A continuous leave of absence without pay by reason of the birth of a child within the first year of child's birth shall be granted to an employee for a period of six (6) months. Paid leave will be submitted for the unpaid leave at the employee's or Employers 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 with at least thirty (30) calendar days after the date the employee submits his/her request.

- (1) 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.
- (2) 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.

11.3 Leave Without Pay Because of Extended Illness

When an employee has exhausted all of 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 the approval of the Commissioner of Personnel and subject to extension pursuant to County Civil Service Rules, such decision shall not be arbitrary or capricious.

11.4 Leave for War Work

A permanent employee may, in the discretion of the Department Head, and with the approval of the Commissioner or Personnel 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.

11.5 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 subject to the approval of the Commissioner of Personnel 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 position. Such leave of absence shall not exceed 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 position, provided he/she makes application for such reinstatement within a sixty (60) day period and within one (1) year after termination of such leave of absence in the discretion of the Department Head.

11.6 Leave of Absence for Educational Purposes

On the approval of the Department Head and the Commissioner of Personnel, 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 position or will increase his/her qualifications for promotion within his department.

11.7 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 to serve temporarily or provisionally in another position in the classified class.

11.8 Leave of Absence to Accept Employment Outside the Employer's Service

Leave of absence shall not be granted to an employee to accept employment outside the Employer's service, except an employee elected or selected by the Union to perform Union work which takes the employee away from his employment with the Employer. Such employee, upon the written request by him and the Union, submitted twenty (20) days prior to the commencement of the leave, may be granted a leave not to exceed three (3) months, without pay, by his/her Department Head, work permitting and upon the approval of the Director of Labor Relations. Such leave may be renewed upon a written request from the employee and the Union may be subject to the above approvals. The number of employees on such leave will not exceed three (3) employees at any one time.

11.9 Leaves 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 circumstance, which in the judgment of the Department Head justifies the granting of such leave, 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.

11.10 Political Leave

Any employee who is elected or appointed to an elective 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 by the Department Head subject to the approval of the Commissioner of Personnel 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 only granted for periods of one (1) year, but may be renewed. Employees will not accumulate seniority if elected or appointed to a non-employer position.

11.11 Adoption Leave

In case of legal adoption under article seven (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. Such leave must be applied for, in writing, including legal notices, no later than ten (10) working days prior to the commencement of leave.

ARTICLE 12 EMPLOYMENT OPPORTUNITIES

Any permanent employee shall be granted a leave of absence without pay to enable such employee to serve temporarily, provisionally for trial periods, or for periods necessary to qualify for permanent appointment of a competitive class, or another position of a higher class that requires such conditions to be met, or where an employee is offered a job on a permanent transfer, so long as said employment is with any agency of the Employer.

ARTICLE 13 RETIREMENT PLAN

Effective January 1971, Erie County adopted the retirement plan commonly known as "The Career Retirement Plan", which provides the following:

- (a) Crediting unused sick leave to accumulated service on retirement up to a maximum of 165 days;
- (b) Subject to availability, the right to purchase up to three (3) years credit for military service during World War II.
- (c) The right to transfer credits within the system for a period of one (1) year;
- (d) The right to repay contributions while in the service where the previous right has elapsed.
- (e) New guaranteed death benefits of three (3) times the maximum salary or \$20,000.00 whichever is the lesser;

- (f) "New Improved Career Retirement Plan", Section 75-I of the New York State Retirement and Social Security law.

ARTICLE 14 HEALTH INSURANCE

14.1 ACTIVE HEALTH INSURANCE

Employees shall have a choice among four (4) insurance products; Core Plan, Enhanced Plan, Value Plan or the Bronze Plan. Employees hired prior to 1/1/2018 shall have the Core Plan as their base plan. Employees shall make financial contributions for health insurance as follows:

(a) ACTIVE HEALTH INSURANCE - HIRED PRIOR TO 10/23/2009

For Employees on Erie County payroll PRIOR to (10/23/2009) who remain enrolled as a primary insured on a single or family coverage health insurance plan shall be Required to pay 15% of annual Core premium increases commencing January 1, 2011. If the employee opts for the Value Plan they shall be required to pay 15% of the annual Value Plan increases commencing January 1, 2011.

(b) ACTIVE HEALTH INSURANCE - HIRED BETWEEN 10/23/2009 AND 1/1/2018 Employees hired BETWEEN 10/23/2009 and 12/31/2017 shall be required to pay 15% of annual Core premium costs. If the employee opts to select the Value Plan they shall be required to pay 15% of the annual Value Plan costs.

(c) ACTIVE HEALTH INSURANCE - HIRED ON OR AFTER 1/1/2018

Employees hired on or AFTER 1/1/2018 will pay 15% of the Value Plan premium and the full monthly cost of the difference between the Enhanced or Core plan, if selected, and the Value plan. Additionally, these employees shall Pay a contribution equal to 15% of the Value plan.

(d) Employees hired prior to 1/1/2018 who select the Enhanced Plan or any successor there- to shall continue to pay the difference between the full monthly cost of the Core Plan and the full cost of the Enhanced Plan. Additionally, these employees shall pay a contribution equal in amount to those employees who select the Core plan, as specified in Section(a)these employees shall not be required to pay the full cost of the Enhanced Plan.

(e) For employees hired prior to 1/1/2018 and who select the Value Plan or any successor thereto shall be entitled to participate in a 105-H account. Employees who choose the Value Plan and participate in the 105-H account shall have deposited thereto, by the Employer, an amount equal to fifty percent (50%) of the difference between the full monthly premium costs of the Core Plan and the Value Plan in an I.R. S. Section 105-H account. Monies are deposited on a bi-weekly basis and shall roll over year to year until expended, or until the employee's death, at which time any unexpended funds shall

revert to the County. In the event of employee termination, any remaining funds after claims filed through the date of termination have been processed revert to the employer.

(f) The Bronze plan will be offered to all employees at no employee Contribution.

(g) Employees shall bear the expense of their respective contribution obligation, through bi-weekly payroll deductions, of any amount in excess of the Employer's respective contribution.

(h) Employees may be required to submit written proof of family status.

14.2 Retiree Health Insurance:

Retirees shall have the choice between two (2) Pre-65/Pre-Medicare Plan Options; the Core Plan (POS 203) and Option D (PPO 812) and four (4) Post-65/Post Medicare Plan Options; Option A (Senior Blue 402), Option B (Senior Blue 401), Option C (Forever Blue PPO aka PPO 201) and Option D (PPO 812). Retirees shall make financial contributions for health insurance as follows:

(a) Hire date prior to January 1, 2004 and having remained continuously employed at Retirement: Retiree shall not be required to contribute to Core plan (POS 203). If Option D plan (PPO 812) is selected, retiree pays premium amount in excess of the full Core Plan (POS 203) premium.

(b) Hire date January 1, 2004 through October 22, 2009, and retired with less than 30 years of continuous County Service at Retirement:

Pre-65, Pre-Medicare Retirees - Retiree contribution 50% of Core plan (POS 203), if Option D (PPO 812) is selected, retiree pays premium amount in excess of 50% of Core POS plan.

Post-65, Post Medicare Retirees - Retirees are required to purchase Medicare Part B. Retirees may select from three (3) Medicare Advantage plans at 50% premium contribution. If Option D (Core PPO 812 Plan – Out of Area Plan) is selected, retiree pays difference in premium between 50% of the highest cost Medicare Advantage Plan and the Option D premium.

(c) Hire date January 1, 2004 through October 22, 2009, and retires with 30 or more years of continuous County Service at Retirement:

Pre-65, Pre-Medicare Retirees - Retiree contribution of 25% of Core plan (POS 203), If Option D is selected, retiree pays premium amount in excess of 25% of Core plan (POS 203).

Post-65, Post Medicare Retirees - Retirees are required to purchase Medicare Part B. Retirees may select from three (3) Medicare Advantage plans at 25% premium contribution. If Option D (Core PPO 812 Plan – Out of Area Plan) is selected, retiree

pays difference in premium between 25% of the highest cost Medicare Advantage Plan and the Option D premium.

(d) Hire date on or after October 23, 2009

Pre and Post - 65 plans are made available to retirees and their eligible family members at 100% of the total premium costs.

14.3 Health Insurance Waiver

County Employees eligible for medical and dental insurance may waive coverage and receive a cash payment in lieu-of the benefits. The amount payable to employees who waive health insurance coverage shall be \$200.00 per month for single coverage and \$500.00 per month for family coverage. However, where such employee is or is eligible to be covered by another County employee, no waiver payments shall be due.

14.4 Leave Credits at Retirement

Employees who notify the Employer of their retirement and who do so retire, upon such retirement shall be paid for any personal leave days which have not been used as of the effective day of retirement.

14.5 Dental

The Employer shall provide the Dental Plan with 100% orthodontia 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 up to the annual allotment.

ARTICLE 15 WAGES

15.1 New Appointments

- (a) New Hires. An employee appointed to a position in a class title shall be paid at the Probationary rate of the class as appears in the classification, salary and wage schedule set forth in the appropriate appendix/table of this Agreement.

(1) Employees hired prior to January 1, 2010: Upon completion of a probationary period of up to 26 weeks of work, employees 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.

(2) Employees hired on and after January 1, 2010: Upon completion of their probationary period of up to 26 weeks, employees shall be eligible to move to the next step on the earlier of January 1 or July 1, following completion of six (6) months of actual service.

(b) Except as provided in Section 15.1(a) (ii), supra, for the purposes of computing an employee's eligibility to move to the step two (2) wage increment, employees shall be credited with time worked at both the probationary rate and at the step one (1) rate. It is agreed and understood that payment throughout the incremental system will comply with Section 15.7, hereof.

15.2 Promotions

(a) An employee, promoted to a position in a higher job group, from another bargaining unit (cross bargaining unit) shall receive a salary at the increment step in the range for the higher position which is nearest, but not less than:

\$150.00 yearly for promotions to Job Groups 2 through Job Groups 5.

\$ 200.00 yearly for promotions to job groups 6 through and higher, above the salary paid to the employee at the time of promotion.

(b) All promotions within the bargaining unit will be step to step. Any time served towards earning a longevity step prior to promotion will be counted toward eligibility and time served in the higher title.

15.3 Demotions

A permanent full-time employee who accepts appointment to a position that is in a job group of the position in which he is serving shall upon appointment to the lower position receive a salary or wage rate at the increment step in the salary or wage rate in the lower job corresponding the increment step reached in his/her former position.

15.4 Reinstatement

(a) A permanent full-time employee covered by the Agreement who has been laid off and subsequently reinstated to the same job in accordance with the provisions of this Agreement shall be reinstated at the same salary or wage step he/she was at the time of layoff.

(b) A permanent full-time employee who has resigned and is subsequently reinstated pursuant to the appropriate provisions of this Agreement (to the same job) shall be reinstated at the same salary or wage rate at the increment level he/she would have reached had he/she continued to serve continuously in that position.

15.5 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 or wage at the

increment step in which the higher job group that corresponds with the increment step in which they were serving in the lower group.

15.6 Reclassifications

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

15.7 Increments and Increment Periods

(a) The regular increment dates for employees covered by this agreement shall be either January 1 or July 1, providing they have the required period of actual service.

(1) Employees hired prior to January 1, 2010: Employees appointed or promoted to a position shall be eligible for their first increment after six (6) months of actual service on January 1 or July 1, as the case may be. Employees will be eligible for successive increments on a yearly basis from that January 1 or July 1. In cases of reinstatement, eligibility for an increment must total a year of actual service.

(2) Employees hired on and after January 1, 2010: Upon completion of their respective probationary period, employees shall be eligible to move to their first step wage Increment on the earlier of January 1 or July 1, following completion of six (6) months of actual service. Employees shall be eligible to move to the next successive wage Increment step on the earlier of January 1 or July 1 the following years. In cases of reinstatement, eligibility for an increment must total a year of actual service.

(b) All employees shall be eligible for and automatically granted increment steps two (2) and three (3). Employees shall be eligible for and granted increment steps four (4), five (5) six (6) and seven (7) based on merit.

(c) In computing increment eligibility, when appointments are made on January 1st or July 1st, and the day falls on a holiday or nonscheduled work day, the increment period will include these days.

(d) Because of payroll procedures that enable the Employer to have a regular payday throughout the year, the increment eligibility period and pay periods may not at all time coincide. In such cases the increment credit is the first day of the respective pay period during which January 1st or July 1st falls.

(e) Leaves without pay over three (3) months shall constitute an interruption of continuous service for computing yearly increments. Employees receiving flat salaries and those employees in seasonal or non-regular employment are excluded from these salary rules.

15.8 Temporary Assignments

(a) An hourly employee temporarily assigned to a higher level position for four (4) continuous hours or more, in the work day shall be paid the wage rate established for Such higher position for hours actually worked beginning with the 5th hour.

(b) An employee other than hourly, temporarily assigned to a higher level encumbered position not in excess of thirty (30) continuous days as prescribed by the Civil Service law, shall not be eligible for a salary increase. However, effective on the 31st day of such temporary assignment, the employee shall be paid at the new rate until his/her return to his/her prior assignment. A person temporarily promoted to a position held permanently by an employee on authorized leave shall be paid the salary for the higher position.

(c) Temporary job openings in regular encumbered positions are defined as job vacancies that may periodically develop in any job classification because of illness, vacation or leave of absence for any other reason. Job openings that recur on a regular basis shall not be considered temporary job openings.

(d) Temporary job openings in higher classifications shall be filled by Employer assignment or reassignment, and the assignment shall be made on the basis of seniority and qualifications before a new employee or temporary is hired. For hourly employees only, temporary assignments to higher job classifications shall be made in each location to replace the employee who is temporarily assigned to the higher job classifications. It is understood that this does not apply to temporary assignments which may have to be made during the shift.

(e) An employee in the non-competitive or labor class temporarily assigned to a higher level encumbered position not in excess of fifteen (15) continuous work days shall not be eligible for a salary increase. However, effective on the 16th day of such temporary assignment, the employee shall be paid at the new rate until his/her return to his/her prior assignment.

(f) When a supervisor, within one-half hour prior to the start of a shift, is aware of the necessity to assign an employee to duties in a lower job classification for the entire shift, such assignment shall be made in the following manner:

- (1) Supervisor shall decide from which job group the employee will be selected to work in the lower job classification.
- (2) Whenever practical, the least senior employee from the higher job group will be selected to work in the lower job classification for that shift.
- (3) Grievances concerning this section (15.8) (f) shall be processed through second step only.

15.9 Leaves of Absence

- (a) Military Leave, pursuant to Section 243 of the Military Law shall be deemed actual service.
- (b) Other leaves without pay over three (3) months shall constitute an interruption of continuous service for computing yearly increments.

15.10 Exclusions

Employees receiving flat salaries and those employees in seasonal or non-regular Employment are excluded from these salary rules.

15.11 Pay Period

- (a) 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 shift, a day previous to the first shift employees.
- (b) The Employer will make every effort to include on each employee's paycheck the remaining accrued balance of vacation, personal leave time, compensatory time and sick leave time.

15.12 Shift Differential Pay

Effective January 1, 2022 Employees who work the second and third shift shall be paid a shift differential of \$1.50 per hour.

15.13 Wage Schedule (SEE ATTACHMENT B)

15.14 Longevity Pay

- (a) An employee shall be eligible for the first longevity increment after reaching the maximum step (Step 7) and a minimum of five (5) years actual service at the maximum increment step of the job group.
- (b) All employees receiving the first longevity increment for a period of four (4) continuous years in the same step will receive a second longevity increment.
- (c) Again, on the completion of another four (4) continuous years of service, in the same step, the employee will receive a third longevity increment.
- (d) Again, on the completion of another four (4) continuous years of service, in the same step, the employee will receive a fourth longevity increment.

(e) In computing longevity increment eligibility, when appointments are made on January 1st or July 1st, and the day falls on a holiday or non-scheduled work day, the increment period will include these day.

(e) Because of payroll procedures that enable the Employer to have a regular payday throughout the year, the increment eligibility period and pay 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.

(f) Longevity – Effective January 1, 2000: An additional longevity step will be created (Step E). Eligibility for this step after three (3) years in previous step. All other steps remain at four (4) years.

(g) Longevity - Effective January 1, 2001: The years between all longevity steps A through E will be reduced to three (3) years.

ARTICLE 16 OVERTIME WORK

16.1

(a) 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 a three (3) month period beginning on the first day of the calendar month following the effective date of this Agreement.

(b) Parties hereto agree to negotiate a procedure whereby overtime canvassing at ECMCC shall be on the basis of cost code, not department. For ECMCC employees only, overtime work shall be distributed by exhausting an overtime wheel containing names of employees working within the same job classification within a department or unit subdivision arranged by seniority. Once an overtime shift is accepted by an employee, an obligation to work the entire shift is required, unless released early. An employee must provide notice to their supervisor of the cancellation of an accepted overtime shift at least two (2) hours prior to the start of the overtime shift. If an employee does not provide such two (2) hours' notice, the employee shall not be canvassed for overtime sixty (60) days thereafter.

16.2 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 hours to his/her credit at that time. If this employee does not accept the assignment, the employee with the next fewest number of overtime hours to his/her credit will be offered the assignment. The procedure shall be followed until the required employees have been selected for the overtime work or until such list is exhausted, whichever is sooner. This procedure does not apply to ECMCC employees.

(a) **MANDATORY OVERTIME** It is agreed and understood, however, that in the event of an emergency or upon exhaustion of such overtime list overtime shall become mandatory and shall be assigned beginning at the start of such overtime list (employee with the least number of overtime hours in the job classification within the department or unit subdivision to his credit) until the overtime manpower needs are met. Under such mandatory conditions, overtime may not be refused. Any such refusal shall be grounds for disciplinary action.

16.3 A record of the overtime hours worked by each employee shall be posted on the department bulletin board no later than one week after the end of each payday.

16.4 All employees shall be paid at their straight time hourly rate plus one-half their hourly rate for all hours worked in excess of eight (8) hours in any work day or in excess of forty (40) hours per week. Excluded from computation of forty (40) hours per week to be included for purposes of the overtime premium of one-half is all sick leave and personal leave. If weather conditions cause overtime work, such overtime shall be paid at time and one-half regardless of sick or personal days used during the week. It is agreed and understood that there shall be no pyramiding of overtime.

16.5 Any employee required to work four (4) hours of overtime following his/her regular full shift shall receive a fifteen (15) minute preceding break. A similar fifteen (15) minute break shall be provided preceding each subsequent four (4) hour period of overtime to be worked. Such break(s) shall be deemed as time worked for overtime purposes.

16.6 An employee will not be sent home during his regular scheduled shift for the purpose of being recalled to work on another shift which begins at the end of the employee's regular work shift.

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

16.8 There shall be no discrimination against any employee who declines to work overtime, except where such overtime is mandatory.

16.9 COMPENSATORY TIME

(a) Employees may annually request in writing to be provided compensatory time in lieu of cash payment for overtime worked. This written request shall be filed with the employee's department head annually by January 1st of that year. Employees who make such request in any given year will remain in compensatory time for the following year(s) unless they submit a request per section (c) of this article. Compensatory time earned, may be taken in no less than one (1) hour increments and upon the prior approval of the

employee's department head or designee. Each employee that opts to take compensatory time in accordance with this section, shall accumulate compensatory time at the rate of time and one-half (1.5) for each hour or part thereof worked. The maximum number of accumulated overtime compensatory hours that may be banked by an employee at any one time is eighty (80) hours. Once the employee's compensatory bank reaches eight (80) hours, he/she shall be paid in cash for each hour(s) or part thereof worked above the maximum amount of allowable accrued compensatory time.

(b) As an employee uses the compensatory time in his/her compensatory bank under this section, his/her bank will fall below the maximum eighty (80) hours. When this occurs, he/she shall accumulate compensatory time for each instance the employee works overtime until the maximum of 80 hours is reached. Each time the maximum is reached, he/she shall be paid in cash as set forth above. Any unused compensatory time shall be rolled over into the following year.

(c) Employees may request in writing and provide to their department head or designee to revert back to cash payment for overtime hours worked once a year regardless of compensatory hours in their bank. These Employees will no longer receive compensatory time for that year. Once the request is made the County shall make overtime payments at the rate of time and one-half (1.5) for each hour or part thereof worked no later than the next pay period. The Employee will not be eligible again for compensatory time until the following year when the appropriate request is filed with the employee's department head.

16.10 Effective January 1, 1991, employees who work overtime more than four (4) hours into the next shift shall receive the appropriate shift bonus for all hours worked on that shift. It is agreed that, in any department or division where the shift bonus is paid for all such overtime work, that practice shall continue.

ARTICLE -17 JOB POSTINGS

17.1 All permanent vacancies, after the exercise by the Employer of its right to reassign employees throughout the Employer's facilities which will not be made in an arbitrary and capricious manner, shall be posted at least ten (10) days prior to filling of such position in all functional units of the Employer. In the event the Employer elects to exercise its right to reassign an employee in the same job title for a period in excess of twenty (20) consecutive work days, and should such reassignment cause a change from one work location to another, the employee so reassigned will be the least senior employee in the job title, capable of performing the work, from the work site selected by management. Upon deciding to reassign an employee under this section (17.1), the supervisor will post notice of the transfer at the location involved, for the minimum of five (5) days prior to the transfer. If the least senior employee must be transferred during five (5) days, and should a more senior qualified employee indicate his desire to be reassigned, the more senior employee shall be reassigned and the less senior employee shall return to his original location. If a more senior employee, in the same job title,

capable of performing the work volunteers, he/she shall be so transferred. It is agreed and understood that this section does not apply to a physical change of work location less than five (5) miles. At no time may the employer swap any employee from one location with an employee from a separate location unless both employees agree.

17.2 POSTED VACANCIES shall be filled in the following order of precedence:

(a) The exercise of any Shift Preference rights provided for in this Agreement Under Article 21.

(b) The exercise of any change in job and work location rights as provided for in Article 20 Transfers of this Agreement provided that the employee has greater seniority than any employee with Recall rights, as provided for in Article 19, and Promotional rights as provided for in Article 18. Employees must meet the requirements and qualifications of Article 18.2 of this Agreement to be eligible for filling vacancies according to this paragraph.

(c) In the event the aforementioned procedures do not result in the filling of the position, and all things being equal as compared to any non-bargaining unit candidates, qualified employees from the bargaining unit who have submitted application shall be considered for said promotion first. The Employer shall notify the Local Union Office of all applicable vacancies, and it shall be the obligation of the Union to post and advertise such vacancies to the members of the Bargaining Unit outside of eligible divisions as describes in subsection (b) herein. In order to qualify for consideration, Bargaining Unit Members shall be subject to the ten (10) calendar day application period that governs internal applications from the division.

17.3 It is agreed and understood that the procedures set forth in this Agreement for filling a permanent vacancy must be exhausted prior to the Employer filling such positions with individuals outside of the bargaining unit.

17.4 The President of the Local shall receive copies of all job postings.

ARTICLE 18 PROMOTIONS

18.1 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 after exhaustion of management's right of reassignment, shift preference and rights under Article 20 of this Agreement, the Employer shall use the following procedure:

(a) Competitive Class Positions – The Employer 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 Local Union 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 recognized division of a department in which such vacancy exists for at least ten (10) calendar days prior to filling such vacancy. During this period, employees within such division may apply for promotion to the position. The application shall be in writing and shall be submitted to the employee department head or his designee.

The notice shall include the following:

- (1) Job Title
- (2) Rate of Pay (Job Grade)
- (3) Description of Duties
- (4) Work Location and Current Work Schedule
- (5) Minimum qualifications listed in the general job description for the vacant job title as established by the Erie County Personnel Office.
- (6) Specific skills, knowledge and abilities required for that particular vacant position which are not inconsistent with the general job description referred to in five (5) above.

18.2 Appointments to the vacancies so posted shall be on basis of seniority among those submitting bids who have skills, abilities and qualifications to perform the work. The determination of an employee's skills, abilities and qualifications to perform the work shall be the sole right and responsibility of the Employer, which shall not be exercised in an arbitrary or capricious manner, as measured against the following considerations:

- (1) Has the physical qualifications to do the work;
- (2) Meets or exceeds the skills, knowledge and abilities required which are listed in the notice of vacancy for the specific position and the minimum qualifications listed in the general job description for the vacant job title as established by the Erie County Personnel Office;
- (3) General qualifications including such factors as work performance record, conduct and attendance.

18.3 The President of the Union shall receive copies of all job postings.

18.4 A notice of those who apply and who is selected will be posted on the department bulletin board.

18.5 If no qualified employee bids for the position subject to any recall rights provided for in this Agreement, the Employer may fill such position within its sole discretion from any other source.

ARTICLE 19 LAYOFF AND RECALL

19.1 The Employer shall forward a list of those employees being laid off to the Local Union Secretary on the same date that the notices are issued to the employees.

19.2 Notice of Layoff – The Employer will 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.

19.3 When a permanent employee in the competitive class is to be laid off, Section 80 and other pertinent sections of the Civil Service Law will be invoked and will govern the layoff procedure of such employee.

19.4 When any other employee in the non-competitive class, unclassified service or labor class is to be laid off, due to a reduction in the work force, he/she shall be permitted to replace an employee with less seniority. Such employee may, if he/she so desires, bump any employee in the same class title providing the bumping employee has greater seniority than the employee he/she bumps.

19.5 Layoff Procedure

(a) For Competitive Class, the layoff of permanent employees in the competitive class title will be governed by Section 19.3 above.

(b) For Non-Competitive Class, unclassified service and labor class positions:

(1) Before any permanent incumbent in any job classification is laid off in any department or institution, all part-timers, then temporary, then probationary employees in that department or institution in the same classification shall be first laid off in that order.

(2) Where there is a layoff in a specific classification (and no part-time temporary, provisional or probationary employees are involved), the employee with the lowest seniority in that classification shall displace an incumbent when the lowest seniority in the same classification first in that department or institution or second in that classification in the County of Erie.

(3) Where the employee is the least senior employee in a particular classification and consequently cannot bump anyone in that classification anywhere in the department or County, such employee, will be permitted to bump the least senior employee in his job family in the following order:

1. Within Job Family within the Department.

2. Within the Department for any Blue Collar title in which qualifications, etc. are met
3. Within Job Family County wide.

(c) If such employee is unable to so bump, he/she shall be allowed to bump, provided he/she meets or exceeds the job specifications for the position and is qualified to perform the duties of said position and seniority permitting, the least senior employee holding a labor class bargaining unit position in Job Group 3. If such employee is unable to bump a less senior employee in Job Group 3, the above process shall be repeated for Job Group 2 and then Job Group 1.

(d) If this fails to produce a bumping opportunity for the laid off employee, he/she shall be permitted to bump a less senior regular part-time(RPT) employee in Group 1 providing he/she meets or exceeds job specifications for the position and is specifically qualified to perform the duties of said position.

(e) (a) In the event an employee bumps another employee, the latter (bumpee) shall have the right to bump down within his/her job family within his/her department or institution providing he/she meets or exceeds job specifications for the position and is specifically qualified to perform the duties of said position, and seniority permitting.

(f) If unable to bump he/she shall be allowed to bump, provided he/she meets or exceeds specifications for the position in question and is specifically qualified to perform the duties of said position, and seniority permitting, the least senior employee holding a labor class bargaining unit position in Job Group 3. If such employee is unable to bump a less senior employee in Job Group 3, the above process shall be repeated for Job Groups 2 and 1 respectively.

(g) If this process fails to produce a bumping opportunity for such Employee, he/she shall be permitted provided he/she meets or exceeds job specifications for the position and is specifically qualified to perform the duties of said position, and seniority permitting, to bump a less senior regular part-time (RPT) employee in Job Group 1.

(h) The employee bumped as provided for in this paragraph will be laid off.

(i) The Employer will be liable for any error on a separation or layoff from the date of the error. If, however, the employee discovers the error and fails to file a grievance, the Employer will be liable only from the date a grievance is filed.

(j) Except as expressly allowed in Section 19.5(b)(3) and Section 19.5 (b)(4) of this article, there will be no lateral bumping into other job classifications in the same job group. Furthermore, no employee may bump an employee in a higher job group.

(k) Employees in competitive classifications can bump employee's in non-competitive classifications. In no event, however, can employee's in non-competitive classifications bump employees in competitive classifications.

19.6 Recall

Whenever a vacancy occurs in a class title within a department or institution, employees from that department or institution who are on layoff in that class title shall be recalled in accordance with Article 17, Section 2. If a vacancy occurs in a class title where no employee in that class title from the department has recall rights, then the laid off employee with the most seniority who formerly held a position at the same or higher job group than that of the vacancy, will be recalled if he/she has the ability to do the work and if not, the next senior employee will be recalled and so on. Probationary employees who have been laid off have no recall rights. Recall rights for employees on layoff will expire two (2) years from the date of last layoff and competitive class employees in accordance with Classified Rules of the Civil Service.

ARTICLE 20 CHANGE IN JOB AND WORK LOCATION (Transfers)

(a) Following completion of one (1) year continuous service in the same position at the same work location, employees may make application, in writing submitted to his/her respective department head or designee, requesting an inter- or intra- department transfer to an equal or lower paying job at another work location. Applications may be submitted only in January or July of a respective calendar year.

- (1) Effective date of January transfers shall commence March 1st of the year of application.
- (2) Effective date of July transfers shall commence September 1st of the year of application.
- (3) Both January and July transfer list shall expire the last day in February of the following year.

(b) The employer shall compile a transfer list of all eligible applicants and once application is made, employees shall remain on such transfer list through the completion of the respective calendar year, unless the requested transfer is completed or reapplication is made.

(c) The transfer request application shall include all departmental forms, as required, and shall specify an employee's job and work Location preference, as well as the employee's name and current work location. Additionally, employees shall provide two (2) of the following (both of which the employer shall be required to contacting for the purpose of job canvassing): home telephone number, work telephone number, mobile telephone number and Erie County email address. Employees shall be solely responsible for updating their contact information, as necessary.

(d) Employees shall have three (3) business days, commencing with the date of initial contact to accept transfer offers. Failure to accept within such time shall render an employee ineligible for the respective canvass.

(e) In the event that a permanent vacancy occurs and the employer determines to fill such vacancy, all eligible, current and qualified transfer applicants shall be canvassed in order of greatest seniority until the position is filled.

(f) Applicants must meet or exceed posted job specifications for the respective vacancy and must be specifically qualified to perform the duties of said vacant position and shall be subject to the procedures under Article 18.2 of this agreement. This includes applicants in the same job title as the vacancy who are not being paid the same salary grade as the vacancy.

(g) Transfers pursuant to this Section are subject to the rights and obligations made part of this Agreement at Article 17, Sections 17.2 (a) and 17.2(b).

(h) Nothing in this Section shall diminish the employer's right of reassignment.

(i) Employees who receive transfers pursuant to this Section shall be ineligible to apply for subsequent transfer for a period of one (1) year from date of transfer.

ARTICLE 21 SHIFT PREFERENCE

21.1 After one (1) year of continuous service in the same position on a particular shift, an employee may make an application in writing, on a yearly basis to be submitted during the month of January (on specified forms if provided) to the employee's department head or designee requesting a change to another shift within the same recognized division of his/her department involving the same work duties and responsibilities. If, for some reason, an employee fails or is unable to submit the aforementioned application during the month of January, applications will also be accepted during the month of July.

Subject to management's right of reassignment, if a permanent vacancy occurs during the succeeding year (February 1 through January 31) or succeeding half year (August 1 through January 31) in such employee's job classification within the same recognized division of his department and involving the same work duties and responsibilities of the requested shift, such employee shall be transferred to that shift if the Employer 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 (1) with the greatest Complete Class Departmental Seniority, if applicable, or the bargaining unit seniority of an employee in a non-competitive or labor class position shall be given preference. Once an employee's shift has been changed pursuant to this procedure herein, he/she may not utilize this process again for one (1) year from the date of his/her shift change.

21.2 It is agreed and understood that the Local Union President and the Chairman of the Grievance Committee of the Union, if employees, shall be granted shift preference

pursuant to Section 21.1 If a permanent vacancy occurs in their respective divisions and job classification involving the same work duties and responsibilities regardless of their seniority and/or length of service in a particular shift, when it is mutually determined by the County Labor Relations Director and the Local Union President that such a change of shift is necessary to better perform their union duties.

ARTICLE 22 GRIEVANCES AND ARBITRATION

22.1 General

(a) 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 interpretation of this Agreement and any Employer rule or regulation as amended from time to time other than the Rules for the Classified Civil Service of the County of Erie.

(b) AFSCME representatives shall be permitted to participate in all 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.

(c) No provision in this Agreement shall be interpreted to require AFSCME to represent an employee in any stage of the grievance procedure if AFSCME considers the grievance to be without merit or in contradiction of any law or regulation.

22.2 Definitions

(a) "Grievance" shall mean any claimed violation, interpretation or inequitable application of this Agreement and any Employer 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 which is otherwise reviewable pursuant to law, or any law, or any rule or regulation having the force and effect of law.

(b) "Day" refers to calendar day and not work day.

(c) "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.

22.3 Rights of the Parties

(a) 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 other party at an arbitration hearing at least five (5) working days in advance of such hearing.

- (b) The President of Local 1095 shall receive a copy of any written grievance and any decision rendered in the grievance procedure.
- (c) The Employer, Union and/or grievant shall have the right to submit briefs to support or refute allegations of any party.
- (d) 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.
- (e) 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 Employer to answer within the time limit set forth will entitle the grievant to proceed to the next step of the grievance procedure, upon the notice to the Employer.
- (f) The grievant covered by the terms of this Agreement shall have the rights, if he/she so desires, to be represented by an AFSCME unit representative at any step of the grievance procedure subject to the provisions contained in 22.1(3) above.

22.4 Grievance Procedure

- (a) Step 1. The employee (or the Union if there is a class action) aggrieved shall present his grievance in writing through his Union Steward or other authorized Union representative 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 through his Union Steward or other authorized Union representative, the department head or his/her designee, if such request is made simultaneously with the filing of the grievance, shall hold an informal hearing within seven (7) working days after receiving such written request with the employee and his/her Union Representative, if the grievant so desires. If such a hearing is requested and if the grievant is refused such a hearing, the grievant may, in writing, request and will be granted the first step meeting by the division of Labor Relations, within ten (10) calendar days of the receipt of the request. The department head or designee or the Director of Labor Relations will render the required first step answer in writing within ten (10) working days of the receipt of the grievance or date of the hearing, whichever is later.
- (b) Step 1A. Effective January 1, 1996 (ECMC only). If the employee or the Union is not satisfied with the disposition of the grievance at the proceeding step the authorized Union representative will meet with the representative of Human Resources in an effort to settle the matter. The same time limits are set forth in Step 1 of this procedure apply to this step.

(c) Step 2 If the employee or the Union is not satisfied with the disposition of the grievance at the preceding step, it is agreed:

(1) That the employee or the Union through the Union 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;

(2) That there shall be a regularly scheduled monthly meeting between the Union Committee and the County Labor Relations Committee on the second Wednesday of each month;

(3) That such grievance or grievances will be submitted to the Director of Labor Relations of the County by the President or his designee of the Local Union at least ten (10) days before the scheduled meeting reflecting such grievances which the Union desires to be considered at the meeting;

(4) That if the written agenda for the second step meeting is not submitted in a timely fashion, the parties shall attempt to schedule the second step meeting on an alternative date during the same month ten (10) days after submission of such agreement.

(5) 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 from the bargaining unit, that the County Labor Relations Committee will consist of no more than two (2) representatives to be designated by the County;

(6) That the County Labor Relations Committee will render its decision in writing within five (5) work days after the meeting is held.

22.5 Arbitration

(a) 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, such decision may be appealed to arbitration within ten (10) days of disposition.

(b) The arbitrator may be selected from a panel of permanent arbitrators mutually agreed to by the parties.

(1) The permanent panel will consist of a minimum of ten (10) arbitrators.

(2) Assignment from the permanent panel will be made on a rotating basis and such rotation may not be altered unless agreed to by both parties.

(3) Either party shall have the unilateral right to terminate the entire panel of arbitrators or to delete the name of a single arbitrator from the permanent panel by giving thirty (30) calendar days' written notice to the other party.

(4) If the deletion of a particular arbitrator would reduce the permanent panel below the minimum number of ten (10) every effort will be made to replace the departing arbitrator within ten (10) calendar days.

- (5) New arbitrators will only be added to the existing panel upon the written consent of both parties.
- (c) In the event the parties fail to mutually agree upon an arbitrator, either party will have the right to request a list of 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.
- (d) 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.
- (e) The cost of any arbitration hearing will be borne equally by the parties of this Agreement.
- (f) The decision of the arbitrator shall be final and binding on both parties.
- (g) The arbitrator shall have no power of any nature whatsoever to amend, modify or delete any provisions of this agreement.
- (h) In all cases, arbitration hearings shall be commenced within six (6) months of the date the grievance was moved to arbitration. If a hearing is not commenced within such six (6) months, the grievance shall be deemed settled in accordance with the County's second step answer. It is specifically understood, however, that this six (6) month period may be extended by mutual agreement in writing. Mediation/Arbitration: Parties will meet to develop a mediation/arbitration procedure that would become effective by July 1 2000.

ARTICLE 23

DISCIPLINE AND DISCHARGE

23.1 The Employer shall follow a policy of progressive discipline; however, this progressiveness shall not preclude the Employer from advancing discipline and disciplinary penalties. If the Employer 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 used for disciplinary and discharge matters for misconduct or unsatisfactory work performance for all employees.

23.2 Warnings. For disciplinary actions up to but not including suspension or discharge (e.g. oral or written warnings) the employee, with the Union, may file a grievance under Article 22 (Grievance Procedure) of this Agreement.

23.3 Suspension and/or Discharge

(a) Employer Responsibilities

- (1) If the Employer determines that an employee should be suspended or terminated, such employee may be suspended or terminated depending on the circumstances of each case.
- (2) At the time of the notification of disciplinary action, the employee may request an appropriate union representative.
- (3) The notice of discipline will include a written statement of the reasons for the discipline.
- (4) The Employer will mail a copy of the notification of discipline to the local Union office within three (3) working days' after notification of termination, suspension or written reprimand is given to an employee.

(b) Union Responsibilities

- (1) Grievant may file a grievance, signed by the employee, postmarked within ten (10) working days exclusive of the date disciplinary action was taken, with the Director of Labor Relations for the County. Such grievance shall be in writing, signed by the employee, and shall set forth the basic reasons for contesting the discipline. Such grievance shall be treated as Step 2 grievance and shall be reviewed at the next second step grievance meeting between the parties.
- (2) Should an employee be suspended or discharged under the terms of this article, the employee or the Union may, at the time the notice of suspension or discharge is served, demand in writing a second step hearing within seven (7) work days with the Division of Labor Relations. The commencement of the suspension period or the effective date of the discharge may be delayed if the employee or the Union so request and the Employer agrees, until the meeting is held.
- (3) The grievant may bring a maximum of two (2) Union representatives from the bargaining unit to represent him/her at such hearing.
- (4) If the decision at the meeting with Labor Relations is unacceptable, the employee through the Union, may utilize the arbitration procedure as provided in this Agreement.
- (5) Failure to file a grievance within the time frame herein above specified or timely appeal to arbitration shall constitute acceptance of the disciplinary penalty and settle the matter without prejudice in its entirety. It is agreed and understood that such failure shall not constitute a precedent prohibiting the challenge of

future similar disciplinary action taken against other employees under similar circumstances.

(6) Upon written application by the employee, Union or Employer postmarked five (5) working days prior to the scheduled date for the arbitration hearing of a discharge or discipline case, the arbitrator shall have the authority and shall order that the arbitration hearing shall be held in private.

(7) An employee found to be unjustly suspended or discharged, or that his penalty was too severe, shall be reinstated and compensated for all, part or no compensation for lost time, as may be determined by the arbitrator.

(8) Records of disciplinary action will remain in the employee's personnel record, but oral and written warnings will not be considered in future disciplinary actions for the same offense after a period of three (3) years. If an employee elects not grieve an oral or written warning, such oral or written warning shall be removed from the employee's personnel file after a period of eighteen (18) months.

(9) An employee should not be disciplined for acts or failure to act after One (1) year of when the employer knew or reasonably should have known of the occurrence giving rise to the disciplinary action, unless such acts or failure to act constitutes a crime under Federal or New York State law.

ARTICLE 24

PROBATIONARY PERIOD

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

(b) Every permanent promotion from a promotion list to those class titles designated by Commissioner are subject to satisfactory completion of a probationary period of not less than eight (8) nor more than twenty-six (26) weeks.

(c) The probationer's supervisor shall carefully observe his/her conduct and performance and shall report thereon in writing to the pro-per appointing authority. The supervisor shall also, from time to time during the probationary term, advise the probationer as to his/her status and progress. If the conduct, capacity and fitness of the probationer are satisfactory, he/she shall be retained in the position, but if the conduct, capacity and fitness of the probationer are not satisfactory, the appointing authority shall give the probationer at least one (1) week's written notice that his/her service in the position will terminate at the end of the probationary term. Upon his/her request, the probationer shall be granted an interview with the appointing officer or designee.

ARTICLE 25 GENERAL PROVISIONS

25.1 Pledge Against Discrimination and Coercion:

- (a) The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the employer the responsibility for applying this provision of the Agreement.
- (b) All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.
- (c) The employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the employer or an employer representative against any employee because of union membership or because of any employee activity in an official capacity on behalf of the Union.
- (d) The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

25.2 Political Activity:

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

25.3 Personnel Files:

- (a) The employee will have the right to examine the contents of his personnel file and may be accompanied by an advisor of his own choice.
- (b) No materials will be placed in the 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 having read such document. This initialing shall not be deemed to constitute the 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 that shall be affixed to the document.

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

25.4 Transportation Allowance and Formula Effective January 1, 1996

(a) Transportation Formula: Will be revised with the IRS mileage allowance or a four (4) dollar minimum per day.

(b) Toll charges will be reimbursed if supported by appropriate receipts.

25.5 Travel Policies

Providing the employee correctly follows the policies and procedures for travel expense and the submission of claims for payment, every reasonable effort will be made to include the request as part of the department's next regular submission for this purpose.

25.6 Travel Procedures

The policies and procedures covering expense for employees conducting official Employer 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.

25.7 Disabled Employees

The Employer will make every effort to place an employee who becomes partially disabled on work which they are able to perform subject to medical approval, it being understood that the posting procedure of the jobs is waived under this provision.

25.8 Supervisory Employees

Supervisory employees shall not engage in work properly belonging or assigned to employees in the bargaining unit, except in cases where emergencies exist and no qualified person is available.

25.9 Subcontracting

In the event the employer subcontracts any work covered by this Agreement, the Employer will make every effort to find jobs for those employees displaced by such subcontracting, if qualified. It is understood the posting provisions will be waived under this section.

25.10 Labor-Management Committee

The Employer agrees that there will be a monthly meeting between the administration of each department to which employees of the bargaining unit are assigned. Such meetings will consist of no more than three (3) employees from the bargaining unit and three (3) from the Employer for the purpose of discussing matters of mutual interest and for the purpose of improving the labor relations climate between the Employer and Local 1095. Arrangements for such meetings shall be made in advance. The above mentioned three (3) employee representatives of the bargaining unit shall suffer no loss of time or pay in the event such meetings fall within the regular scheduled work hours. An agenda of the items to be discussed will be submitted seven (7) calendar days before such meeting. No agreement reached between the parties at such labor management meetings shall abrogate or negate any provision of this collective bargaining agreement. It is understood that at labor-management committee meetings, questions concerning safety of equipment and working conditions may be placed on agenda for appropriate discussion at such meetings. It is further understood that employees will not be compelled to work on unsafe equipment or in unsafe working areas.

25.11 Work Rules

(a) The Employer agrees to send written notification by the County Division of Labor Relations to the Local Union office at least ten (10) calendar days prior to the establishment of new work rules or the modification of existing work rules.

(b) When any existing rules are changed or new rules are established, they shall be posted on all the appropriate bulletin boards at an affected employee's work location for a period of at least seven (7) calendar days before becoming effective.

(c) Employees shall comply with all existing work rules, as amended from time to time, or any new rules that are not in conflict with the terms of this Agreement providing that the rules are uniformly applied and uniformly enforced. It is specifically agreed and understood that this in no way permits an employee to refuse or fail to comply with any rules unless compliance would directly result in a dangerous and unsafe condition injurious to the employee's personal health.

25.12 Protection and Security for Employees

The Employer shall provide adequate security and protection of all work installations for all employees during their respective work shifts.

25.13 Regular Part-Time Employees

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 being understood that such regular part-time employees will be entitled to hospitalization and medical expenses.

25.14 Printing of Contract

The Employer will pay for only the contracts it requests, payment shall be at the per copy cost.

25.15 Temporary Employees

(a) Temporary employees are defined as those employees who hold a temporary appointment without holding a permanent appointment in another bargaining unit position or who are employed in the same or similar bargaining unit position under the Comprehensive Employment Training Act (CETA). It is agreed that such employees shall be recognized for the duration of this Agreement as members of the bargaining unit, subject to all the obligations are a member thereof. Notwithstanding any provision of this Agreement to the contrary, such employees shall be compensated during the term of this Agreement at the applicable Step 1 of the annual salary or hourly scale in the appropriate Job Group designated for their respective positions appearing in the Wage Appendices attached hereto. It is further agreed and understood that such employees are not entitled to any of the rights, benefits, premiums or wage supplements and the like provided under this agreement, except coverage under the following only and only to the extent provided:

- (1) Discipline and Discharge provision upon completion of a probationary period of 120 days of actual work.
- (2) Health Insurance Provision. Employer to pay one-half of premium cost of single coverage only, with employee responsible for remainder, whether single or family coverage.
- (3) Sick Leave Provision. 50% of the full-time permanent employee.
- (4) The Employer will continue the previous contribution for any bargaining unit employee who is laid off and bumps into a temporary position.
- (5) After twenty-five (25) consecutive working days of employment, temporary employees may bid for posted permanent vacancies. However, they will not be considered until all permanent unit members have been considered according to Article 17 Any such temporary employees who bid and are awarded a permanent appointment will serve a complete probationary period in the same manner as a new employee according to Article 24.

(b) Notwithstanding any provision of this Agreement to the contrary, it is specifically agreed and understood that should this section (25.15 Temporary Employees) in whole or in any part be held unlawful and/or unenforceable by any Court or State or Federal Agency of competent jurisdiction, then this entire section (25.15 Temporary Employees) shall be deemed null and void in all respects. Upon such occurrence during the term of this Agreement, the issues concerning the inclusion of temporary employees including CETA employees into the bargaining unit and if included their rights, if any, under this Agreement shall be reopened for negotiations upon the written demand of either party to the other.

(c) All temporary employees as defined in this Section (25.15) shall receive all rights, benefits, premiums or wage supplements and the like provided for in this Agreement to permanent full-time employees after six (6) months continuous service.

25.17 Job Assignments

The Employer shall give employees preferential selection by seniority in available job assignments where and when in its sole and exclusive discretion it deems it practicable. It is understood by both parties that grievances on this subject are not arbitrable.

25.18 Public Health Aides and Nurse's Aides who were employed in 1982 and who were changed from 12 month employees to 10 month employees in the School Base Program and who are now and continue to be employed in the ten (10) month School Base Program, shall receive the following:

(a) Health insurance coverage shall be provided for by the Employer as if there were twelve (12) month employees. Specifically, any health insurance coverage shall be provided for July and August of each year following the effective date of this Agreement at no cost to the employee (according to Article 14) even if they are laid off during July and August.

(b) Seniority for transfer purposes only shall be credited to any such Public Health Aide and Nurse's Aide as if they had been employed on a continuous basis for twelve (12) months. This section (25.18) applies only to those Public Health Aides and Nurses Aides who were employed in 1982 and were reduced to a ten (10) month work schedule and are so employed on the effective date of the Agreement.

25.19 Safety and Health

Should there be notice to the parties during the life of this agreement that safety and health protective legislation (existing at the time of execution of this agreement) are revoked, in whole or in part, then the public employer agrees to meet and discuss the possibility of extending some or all of the standards contained therein in order to ensure a safe and healthy work environment.

25.20 Part-Time Employees

Part-time employees who work less than twenty (20) hours per week shall be entitled to coverage of the following articles only and receive the following benefits provided by this agreement.

(a) Job Postings - part time employees may bid to RPT vacancies and will be considered based on their part-time seniority.

- (b) Part-time employees shall be eligible for bidding to permanent full-time positions only if no temporary or RPT have bid for the position.
- (c) Part-time employees shall be eligible for increments under Article XV except that the required period of actual service shall be two (2) years.
- (d) All newly hired part-time employees hired after March 14, 1995 will be required to work a one (1) year probation period before being covered by Article 23 Discipline and Discharge.

ARTICLE 26 SAVINGS CLAUSE

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

ARTICLE 27 STATUTORY PROVISION

It is understood 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. Any proposal that addresses wages does at the time of ratification and legislation approval shall not include any member at the Erie Community College. AFSCME and Erie Community College agree to reengage in negotiations to address wages prior to the start of January 1 2023. The County, ECMCC and the library agree to reopen the Unions transfer list 30days prior to the ratification date of this agreement. This reopener is only for Erie Community College Employees.

ARTICLE 28 EFFECTIVE DATE AND TERMINATION

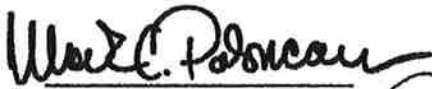
Unless otherwise specified, the provisions of this Agreement shall become effective as of January 1, 2022 and shall continue in full force and effect through December 31, 2026.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals this day
Of 2022.

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,
LOCAL 1095, COLNCIL 66, AFL-CIO

Negotiating Committee

Paul Mason
Norman Moorhouse
Freddy Czerniejewski
Dan Dugan
Demetris Graham
Everett Caci
Kevin Randle
Rob Fraser



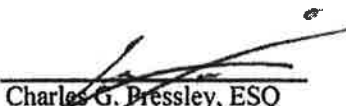
Mark Poloncarz
Erie County Executive



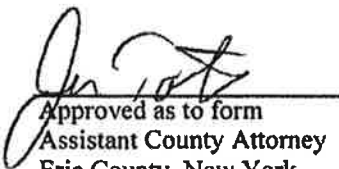
Joe Giglia
General Counsel
ECMCC



Josh Penel
Labor Relations Commissioner



Charles G. Pressley, ESQ
Staff Counsel



Approved as to form
Assistant County Attorney
Erie County, New York



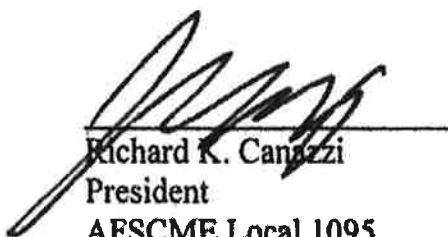
David K. Balkin
President
ECC



Thomas Quatroche
Chief Executive Officer
ECMCC



Jeannie Doyle
Buffalo Erie County
Public Library



Richard K. Canazzi
President
AFSCME Local 1095



Ed McDonald
Council 66 Area Rep.

ATTACHMENT A

AFSCME BLUE COLLAR BARGAINING UNIT JOB FAMILIES AND THE NEW YORK SATATE CIVIL SERVICE JOB CLASSIFICATIONS

C = Competitive Class
 NC = Non Competitive Class
 PJC = Pending Job Classification from State Civil Service
 L = Laborer Class

1.	Laborer	L 2
	Cook	NC 5
	Butcher	NC 6
2.	Laborer	L3
	Maintenance Worker	NC 5
	Assistant Stationary Engineer	C 5
	Stationary Engineer	C 9
	ECCF Stationary Engineer	C 9
	Building Maintenance Mechanic	NC 9
	Building Maintenance Mechanic (HVAC)	NC 9
	Building Maintenance Mechanic (Carpenter)	NC 9
	Building Maintenance Mechanic (Electrician)	NC 9
	Building Maintenance Mechanic (Millwright/Machinist)	NC 9
	Building Maintenance Mechanic (Painter)	NC 9
	Building Maintenance Mechanic (Pipefitter)	NC 9
	Building Maintenance Mechanic (Plumber)	NC 9
	Building Maintenance Mechanic (Refrigeration)	NC 9
	Building Maintenance Mechanic (Sheet Metal)	NC 9
	Building Maintenance Mechanic (Welder/Pipefitter)	NC 9
	Assistant Supervising Maintenance Mechanic Carpenter	NC 10
	Assistant Supervising Maintenance Mechanic	NC 10
	Assistant Supervising Maintenance Mechanic Buildings	NC 10
	Assistant Supervising Maintenance Mechanic Electric	NC 10
	Assistant Supervising Maintenance Mechanic HVAC	NC 10
	Assistant Supervising Maintenance Mechanic Plumbing	NC 10
	Assistant Supervising Maintenance Mechanic Transportation	NC 10
	Fire Alarm Mechanic	C 8
	Telephone Technician	C 8
	Assistant Maintenance Supervisor	NC 10
	Head Janitor	C 6
	Janitor	C 3
	<u>Titles at ECMCC</u>	
	Building Maintenance Mechanic	NC 9
	Building Maintenance Mechanic (HVAC)	NC 9
	Building Maintenance Mechanic (Carpenter)	NC 9
	Building Maintenance Mechanic (Electrician)	NC 9
	Building Maintenance Mechanic (Millwright/Machinist)	NC 9
	Building Maintenance Mechanic (Painter)	NC 9
	Building Maintenance Mechanic (Pipefitter)	NC 9

Building Maintenance Mechanic (Plumber)	NC 9
Building Maintenance Mechanic (Refrigeration)	NC 9
Building Maintenance Mechanic (Sheet Metal)	NC 9
Building Maintenance Mechanic (Welder/Pipefitter)	NC 9
Custom Cabinet Maker	NC 9
Assistant Supervising Maintenance Mechanic	NC 10
Assistant Supervising Maintenance Mechanic Buildings	NC 10
Assistant Supervising Maintenance Mechanic Electric	NC 10
Assistant Supervising Maintenance Mechanic HVAC	NC 10
Assistant Supervising Maintenance Mechanic Plumbing	NC 10
Stationary Engineer	C 9
Assistant Stationary Engineer	C 7
Assistant Supervising Maintenance Mechanic Transportation	NC 10

Titles at ECC

Building Maintenance Mechanic	NC 8
Building Maintenance Mechanic (HVAC)	NC 8
Building Maintenance Mechanic (Carpenter)	NC 8
Building Maintenance Mechanic (Electrician)	NC 8
Building Maintenance Mechanic (Millwright/Machinist)	NC 8
Building Maintenance Mechanic (Painter)	NC 8
Building Maintenance Mechanic (Pipefitter)	NC 8
Building Maintenance Mechanic (Plumber)	NC 8
Building Maintenance Mechanic (Refrigeration)	NC 8
Building Maintenance Mechanic (Sheet Metal)	NC 8
Building Maintenance Mechanic (Welder/Pipefitter)	NC 8
Sign Shop Operator	NC 8

3	Park Maintenance Worker I	L 3
	Park Maintenance Worker II	L 5
	Park Maintenance Worker III	L 7
	Automotive Mechanic – Parks	NC 9
	Building Maintenance Mechanic- Carpenter	NC 9 (B&G Scale)
	Building Maintenance Mechanic -Electrician	NC 9 (B&G Scale)
	Building Maintenance Mechanic -Plumber	NC 9 (B&G Scale)
	General Crew Chief Parks	NC 11
	Crew Chief (Forestry)	NC 9
	Greens keeper (Golf Course)	NC 10 (B&G Scale)
	Park Ranger	NC 7
	Park Ranger Captain	NC 10
4	Labor Highway	L 3
	Blacksmith Highway	NC 7
	Motor Equipment Operator	NC 5
	Motor Equipment Operator 2	NC 7
	Shovel Operator	NC 7
	Crew Chief Highway	C 10
	Automotive Mechanic – Highway	NC 9
	General Crew Chief Highway	C 11
	Junior Automotive Mechanic- Highway	PJC 8
	Welder	PJC 7

5	Cleaner	L 1
	Head Cleaner	L 2
	Laborer, RPT	L 3
	Laborer	L 3
	Caretaker	L 3
	Janitor	C 3
	Housekeeper	NC 4
	Head Laborer	NC 4
	Head Janitor	C 6
6	Laborer	L 3
	Senior Watch Attendant	NC 4
	Auto Mechanic Helper RPT	NC 5
	Auto Mechanic	NC 7
	Supervising Auto Mechanic –Sheriffs	NC 8
7	Laborer	L 3
	Junior Maintenance Worker- Sewerage	PJC 4
	Maintenance Worker	NC 5
	Maintenance Worker Sewerage	PJC 5
	Maintenance Worker RPT	NC 5
	Sewerage Treatment Plant Operator Trainee	C 5
	Sewerage Treatment Plant Operator I	C 6
	Sewer Maintenance Worker	NC 7
	Sewer Treatment Plant Operator II	C 7
	Sewerage Facilities Mechanic	NC 7
	Assistant Supervising Maintenance Mechanic	NC 8
	Sewer Maintenance Foreman	NC 8
	Assistant Sewer District Supervisor	C 8
	Sewer Inspector	C 9
	Senior Sewerage Treatment Plant Operator	C 9
	Senior Wastewater Treatment Plant Operator	C 9
	Senior Sewerage Facilities Mechanic	NC 9
8	Senior Page, RPT	L 4
	Book Processor	L 2
	Book Repairer	NC 4
	Book Letterer	NC 4
	Book Binder	C 6
	Book Repair Supervisor	C 6
9	Copy Machine Attendant	NC 3
	Offset Machine Operator	C 3
	Print shop Pre-Press Technician	C 4
	Senior Offset Machine Operator	C 5
	Associate Offset Machine Operator	C 7
	Printer	NC 7
	Assistant Printing Supervisor	C 7
10	Laborer	L 3
	Pest Control Worker	L 4

	Exterminator	NC 5
	Senior Public Health Aide	C 5
11	Community Mental Health Worker II	NC 4
	Community Mental Health Worker III	C 5
12	Laborer	L 3
	Gardener	NC 5
	Head Gardener	NC 7
13	Cleaner	L 1
	Laborer	L 3
	Hospital Housekeeping Attendant	L 3
	Hospital Housekeeping Attendant RPT	L 3
	Institutional Housekeeping Attendant	L 3
	Institutional Housekeeping Attendant RPT	L 3
	Laundry Worker	L 4
	Laundry Worker RPT	L 4
	Laundry Worker I	L 4
	Senior Laundry Worker	NC 6
	Head Laundry Worker I	NC 6
	Head Laundry Worker II	NC 7
	Principal Laundry Worker	NC 7
14	Seamstress	L 2
15	Watch Attendant	L 3
	Watch Attendant RPT	L 3
	Building Guard	C 4
	Building Guard RPT	C 4
	Building Guard –Library	C 5
	Building Guard Shift Supervisor	C 5
	Chief Watch Attendant	NC 5
	Security Officer	C 5
	Security Officer (Spanish Speaking)	C 5
	Child Care Recreation Specialist	C 6
	Youth Detention Worker	C 7
	Youth Detention Worker RPT	C 7
	Senior Youth Detention Worker	C 8
	Detention Facility Security Guard	C 5
	Relief Worker RPT	C 6
	Child Care Worker	C 7
	Hospital Public Safety Officer	C 10
	Hospital Public Safety Officer RPT	C 10
	Hospital Public Safety Assistant	C 7
	Senior Hospital Public Safety Assistant	C 8
	Campus Public Safety Officer	C 8
16	Laborer	L 3
	Messenger, RPT	L 3
	Messenger	L 3

	Delivery Service Chauffeur	NC 4
	Truck Driver, RPT	NC 4
	Truck Driver	NC 4
	Senior Messenger	L 4
17	Nurse's Aide	NC 2
	SPD Aide	NC 3
	SPD Aide RPT	L 3
	Certified Nursing Assistant	NC 5
	Certified Nursing Assistant RPT	NC 5
	Hospital Aide	L 3
	Hospital Aide RPT	L 3
	Dispatcher, SPD	C 4
	Dispatcher, SPD RPT	C 4
	Senior SPD Aide	NC 5
	Recreation Assistant	NC 5
	Recreation Assistant RPT	NC 5
	Recreation Attendant	L 5
	Patient Transport Monitor	C 6
	Assistant SPD Supervisor	C 6
	Burn Technician	NC 4
	Critical Care Technician	NC 4
	Lead Sterile Processing Technician	C 5
	Patient Transport Coordinator	C 5
	Household Assistant Long Term Care	L 3
	Household Coordinator Long Term Care	C 8
	Housekeeping Attendant Long Term Care	L 3
	Patient Support Aide	NC 3
18	Health Assistant	L 1
	Community Service Aide, RPT	L 1
	Homemaker	NC 3
	Home Health Aide	L 3
	Senior Homemaker	NC 4
	Work Relief Supervisor	NC 4
19	CHAP Aide	L 3
	Public Health Aide	L 1
	Senior Public Health Aide	L 3
20	Pharmacy Technician	C 7
	Lead Pharmacy Technician	C 9
	Medication Reconciliation Assistant	PJC 3
21	Laboratory Helper	L 2
	Dental Assistant	NC 3
	Senior Laboratory Helper	NC 4
	ECMCC Dental Assistant	NC 5
	ECMCC Dental Assistant RPT	NC 5
	ECMCC Certified Dental Assistant	C 6
	Dark Room Technician	C 9
	Biomedical Repair Technician	C 10

22	Hospital Appliance Repair Worker	NC 7
	Control Technician Electric	C 11
	ECMCC Control Technician Electric	C 11
23	Laborer	L 3
	Stores Clerk	C 3
24	Sign Shop Fabricator	NC 7
	Sign Shop Chief	NC 10
25	Dispatcher	C 4
	Transportation Assistant	C 6

APPENDIX - A
Memorandum of Agreement
between
Erie County Medical Center Corporation,
and
AFSCME, Local 1095

THIS MEMORANDUM OF AGREEMENT, made this 19th day of March, 2021, by and between Erie County Medical Center Corporation, a public benefit corporation organized under Section 3628 of the New York Public Authorities Law, having its principal office at 462 Grider Street, Buffalo, New York 14215, hereinafter referred to as "ECMCC" and AFSCME, Local 1095, having its principal office at 35 Tyrol Drive, Cheektowaga, NY 14227, hereinafter referred to as "AFSCME".

WHEREAS, AFSCME contains ECMCC employees and AFSCME and ECMCC are parties to a collective bargaining agreement ("CBA");

WHEREAS, ECMCC and AFSCME desire to provide the Biomedical Services department with on-call coverage;

ECMCC and AFSCME hereby agree for good consideration, to the following:

1. Upon full execution of this Agreement, every Biomedical Repair Technician ("Bio Techs") shall be
provided with the option to join the on-call team and be assigned an ECMCC issued phone or pager. Those who choose to enter the on-call pool shall provide ECMCC with an alternate phone number for on-call coverage purposes.
2. Bio Techs that elect to join the on-call pool will be paid one (1) hour of straight pay for every four (4) hours he/she is assigned to be on-call. The assigned Bio Techs will receive a minimum of three (3) hours of pay per the parties collective bargaining agreement if he/she is called into work while on-call. In the event that the assigned Bio Techs are required to work on site beyond three (3) hours, they shall be compensated for all hours worked under the parties CBA (This shall not be considered as a promotion within the terms of the CBA.)
- 3 Bio Techs that elect to join the on-call pool shall not receive compensatory time under article
16.9 of the parties CBA. The on-call hours paid or worked shall not be counted on the department's overtime wheel.

APPENDIX - A

4. On-call activation will be coordinated through nursing supervision. If the assigned pager number is not responded to within five (5) minutes of activation, then the alternate number will be called. Bio Techs are required to be on site within forty-five (45) minutes from call response. The technician will document the call reason and in house time, then submit to biomedical leadership for time reimbursement submission.
5. ECMCC will provide Biomedical Services with one (1) month notice of the per day on-call assignment schedule to cover off-shifts including Holidays as necessary. Coverage for employees that do not report to work during their regular scheduled shift on either Saturday or Sunday due to any approved time per the cba shall be done in accordance to the cba prior to offering such shift to any employee from the on-call pool.
6. Once a year an employee may opt out of the on –call pool with a thirty (30) day written notification. This employee will not be subject to any of the provisions provided in this agreement for six (6) months. The notice of the employee's desire to opt out must be done in writing and handed into the department head or his/her designee.
7. On-call coverage hours may vary by schedule related to on site staffing schedule
Switching on-call between staff members is allowed with prior approval from supervision.
8. Both parties agree that this Agreement shall not serve as the basis for any binding precedent for either party or addition or modification of any rights in the CBA, and will not be construed to constitute any binding past practice on either party outside of the explicit terms of this Agreement. Any changes to the terms of this agreement must be agreed on by both parties.

APPENDIX -B

Memorandum of Agreement

between

Erie County Medical Center Corporation, and

AFSCME, Local 1095

THIS MEMORANDUM OF AGREEMENT, made this 12 day of August, 2021, by and between Erie County Medical Center Corporation, a public benefit corporation organized under Section 3628 of the New York Public Authorities Law, having its principal office at 462 Grider Street, Buffalo, New York 14215, hereinafter referred to as "ECMCC" and AFSCME, Local 1095, having its principal office at 35 Tyrol Drive, Cheektowaga, NY 14225, hereinafter referred to as "AFSCME".

WHEREAS, AFSCME contains ECMCC employees and AFSCME and ECMCC are parties to a collective bargaining agreement ("CBA");

WHEREAS, AFSCME and ECMCC desire to seek to change the Seasonal Pharmacy Aide/Tech intern title from Intern-ECMC to Laborer within the Pharmacy Department;

The Parties hereby agree for good consideration, to the following:

1. Effective upon the execution of this Agreement, ECMCC shall change the title of Seasonal Pharmacy Aide/Tech interns from Intern-ECMC to Laborer within the Pharmacy Department maintaining the current duties of the Intern-ECMC pending receipt of Pharmacy Technician Board Certification ("PTCB").
2. All Laborers within the Pharmacy Department shall be paid at the AFSCME Job Group five (5) pay rate and shall retain their increment step. This does not apply to Laborers who are not within the ECMCC Pharmacy Department.
3. ECMCC shall have the right to bypass any shift change lists, transfer lists, and internal posting periods of the CBA for hiring Laborers within the Pharmacy department.
4. ECMCC shall have the right to terminate the employment of any Laborer within the Pharmacy Department that is failing to demonstrate a willingness or ability to receive the requisite PTCB in a timely matter in an effort to maintain compliance with the laws and regulations of accrediting entities applicable to the Pharmacy Department.

APPENDIX-C

Memorandum of agreement

between the

County of Erie / Erie County Medical Center Corporation

and

AFSCME Local 1095

1. Employees hired by Erie County or Erie County Medical Center Corporation prior to January 1, 2004 but subsequently laid off and recalled within two (2) years of their date of layoff shall be treated as employees hired prior to January 1, 2004 for the purpose of this memorandum of agreement and shall be eligible to receive retire health insurance without contribution: however, it is understood and agreed that such employees must meet all remaining eligibility requirements established at law or within this memorandum of agreement.
2. Employees shall be eligible to receive wage increases established in this memorandum of agreement only if on the County/ECMCC payroll at the time such increase is accrued.
3. Employees shall be eligible to receive lump sum bonuses amounts only if they were on Erie County/ ECMCC payroll for the duration of the respective calendar year and if they remain on Erie County and/or ECMCC payroll at the time of ratification.

APPENDIX –D

MEMORANDUM OF AGREEMENT

Between

County of Erie and

AFSCME Local 1095

WHEREAS, the County of Erie (hereinafter referred to as County) and AFSCME Council 66, Local 1095, AFL-CIO (hereinafter referred to as AFSCME), in compliance with the terms of the Memorandum of Agreement between the Parties, dated June 24, 1999 have met and discussed in great detail the implementation of one person plowing, i.e. the plowing of roadways by a vehicle manned only by a driver and utilizing both a main and wing plow with sander (hereinafter referred to as OPP), and,

WHEREAS the issues involved in implementing one-person plowing (OPP) having been satisfactorily resolved between the Parties;

NOW THEREFORE, the County and AFSCME agree to the implementation of OPP according to the following terms and conditions:

TRAINING

- ❖ All permanent Motor Equipment Operators (MEO), temporary MEO's, permanent Shovel Operators, permanent Auto Mechanics, and permanent Crew Chiefs, in that order, will be provided training for OPP by county trainers. Certificates will be awarded to those who successfully complete the training course.
- ❖ Temporary Shovel Operators, temporary Auto Mechanics and temporary Crew Chiefs, in that order, will then be provided training for OPP by the County trainers.
- ❖ The County trainers will be trained utilizing the same process and courses that the New York State Department of Transportation trainers are required to successfully complete.

ROUTES

- ❖ The routes that have been identified, to date, that are appropriate for OPP are attached and made a part hereof. Each highway facility will designate turn around locations for each route.
- ❖ If, after plowing utilizing OPP, problems are found with certain routes that make them potentially dangerous to plow using OPP, AFSCME and the County will work together to mitigate the cause of the problem.
- ❖ Multi-lane routes can be plowed by OPP provided the routes are plowed with two trucks operating in tandem.

SAFETY

- ❖ If a trained OPP driver feels that conditions warrant a second person in the truck, that employee may make that request to the supervisor on duty and the supervisor will provide

APPENDIX—D

a second person. No discipline will be placed against the driver requesting the second person. If, however, the supervisor does not agree that conditions warrant a second person in the truck, it will be so noted. After three similar notations are made, the driver will be relieved from the list of approved OPP drivers until such time that he can successfully complete a re-training course and be re-certified as an OPP driver.

- 3 If a supervisor on duty determines that conditions make it dangerous to be driving in OPP mode, each route/truck so determined will be provided with a second person and the driver will not be credited with OPP driving.

COMPENSATION ISSUES

- ❖ A pay differential of two dollars (\$2.00) per hour for straight time hours worked and three dollars (\$3.00) for overtime will be paid to OPP drivers (regardless of their title) for only those hours that the drivers are operating in OPP mode. Sufficient funds were included in the 2006 O&M Budget within the Highways Division to cover these added costs.
- ❖ Only current employees of the Erie County Department of Public Works, Division of Highways (as of October 1, 2006) will be eligible for the pay differential. Any employees employed or assigned to the Division of Highways after that date will not be entitled to the pay differential except those that are on a current eligible recall list.
- ❖ The overtime wheel will not be changed for OPP and will remain intact regardless of the routes that need to be plowed.
- ❖ During regular shift work, OPP routes will be assigned based on seniority.

MANPOWER LEVELS

- ❖ Any employee who held the position of permanent Motor Equipment Operator at the time of March 2005 layoffs, and is presently employed as a Laborer within the division of the Erie County Highway Department shall be immediately reinstated to Permanent Motor Equipment Operator at the employee's option. Employee's exercising this option will be permanently assigned to facilities as deemed necessary by the County based on seniority.
- ❖ Permanent Laborers not holding a temporary title of Motor Equipment Operator shall receive a lump sum payment at the end of the winter season equivalent to an additional one-dollar per hour for all straight time hours during the Winter Season, which is defined as the pay period starting after November 15, and ending the pay period prior to March 15. The additional stipend will only be paid on straight hours worked and will not be paid on overtime hours, vacation hours, sick hours or any other type of paid leave hours.
- ❖ Only Permanent Laborers employed by the Division of Highways as of October 1, 2006 will be eligible for the additional payment. Any Laborers assigned or employed by the Division of Highways after October 1, 2006 will not be eligible for the additional payment except those that are on a current eligible recall list. The total number of MEO and Laborer positions contained in the approved 2006 Operations and Maintenance Budget for the Division of Highways will be maintained throughout the 2006 calendar year and all vacancies of MEO and Laborers will be discussed with the Budget Office for approval to be filled within approximately one month of the earliest possible refill date during the Winter Season (see above for dates). In addition, every

APPENDIX—D

Every effort will be made to maintain adequate staffing levels in the 2007 and 2008 Operations and Maintenance Budgets for the Division of Highways. The County shall make every effort to inform the Union of proposed position changes once the 2007 and 2008 Budget is established and approved by the Erie County Legislature.

PREVIOUS GRIEVANCES

Any grievances filed prior to execution of this agreement dealing with winter overtime issues or OPP will be rescinded by the Union.

❖ In that the Terms and Conditions of Employment for existing affected Employees in the Highway Department have been changed to One-Person Plowing (OPP), the compensation agreed upon is only for those Employees who are presently employed and is not intended for newly hired Employees. Therefore, this issue is Non-Grievable

APPENDIX –E

MEMORANDUM OF UNDERSTANDING

Between

Erie County

And

AFSCME Local 1095

(Amendment to one person plow MOU)

WHEREAS, the County of Erie (herein after referred to as "Erie County") and AFSCME Local 1095 (herein after referred to as the "Union") are party to a collective bargaining agreement which expired December 31 , 2003, but has been remained in full force and effect, except as modified by the parties pursuant to a 2004 Memorandum of Agreement and a 2009 Memorandum of Agreement; and

WHEREAS, Erie County and AFSCME are, additionally, party to a Memorandum of Understanding dated December 4, 2006, related to One Person Snowplowing (herein after referred to as the "ORIGINAL OPP AGREEMENT") and;

WHEREAS, Erie County and AFSCME desire to amend the ORIGINAL OPP AGREEMENT and have reached agreement as to the terms and conditions of such amendment;

NOW THEREFORE, the parties hereto agree as follows:

1. All employees working in good standing for the Erie County Department of Public Works, Division of Highways, as of January 1, 2011 and who meet the criteria outlined in the ORIGINAL OPP AGREEMENT for the "additional compensation", as specified therein, shall be eligible to receive such "additional compensation".
2. The additional compensation shall be reimbursed in accordance with the terms and conditions specified in the ORIGINAL OPP AGREEMENT.
3. The ORIGINAL OPP AGREEMENT is amended so that all plow routes within Erie County will be considered as One Person Plow routes.
4. Due to consideration of ease of scheduling, and sight distance due to hills, Zoar Valley Road will be paid at the One Person Plow rate whether one (1) or two (2) Erie County Employees operate such truck.
5. When overtime is required adjacent to a normal eight (8) hour shift, the employees on that eight (8) hour shift may be held over for overtime without regards to the overtime wheel, as needed, but not beyond the start of the next regular shift (hereinafter referred to as the warm body rule)
6. The warm body rule is applicable to both permanent titles and 'second rate 'titles.
7. In order to maintain a safe work environment and the safety of the public, a "16 Hour Work Rule" shall be enforced in all non-emergency situations. Accordingly, where an

APPENDIX – E

employee has worked sixteen (16) continuous hours and other employees are available to replace such employee, to allow for the continuation of necessary work, the sixteen (16) hour employee shall be relieved. In administration of the sixteen-hour rule, management will attempt to schedule relief employees in accordance with the parties collective bargaining agreement or the warm body rule, as the case may be; however, relief assignments may be made in contravention of the overtime wheel, regardless of title, as specified in the parties collective bargaining agreement. If management is unable to replace the sixteen-hour employee, whether due to lack of adequate staffing or other reasons, the sixteen-hour employee, at his/her option, may be allowed to remain on duty, if deemed physically and mentally capable by his/her supervisor.

8. All provisions of the original OPP agreement shall remain in full force and effect, except as modified herein.

APPENDIX – F

Between

Erie County and

AFSCME Local 1095

WHEREAS, the county of Erie and Local 1095, AFL-CIO, are to a collective bargaining effective for the period from January 1, 2000 through December 31, 2003 and

WHEREAS the parties have discussed the use of second rates and the need to have an evaluation period when new second rates are assigned;

WHEREAS the parties desire to memorialize the discussion and agreement as follows:

- 1 . The County will post for second rates at individual locations as they deem appropriate and necessary.
- 2 . Potential candidates will complete and submit applications in response to the posting with specific experience and qualifications in that submission to the County.
- 3 . The County will review the applications and choose the most senior person that meets the qualifications as depicted in the applications.
- 4 . After officially receiving the second rate, a 24-week evaluation period will begin based on the hours worked in the second rate, this evaluation period will consist of regular written evaluations performed by the supervisor reviewed with the employee. Strengths and deficiencies will be noted as applicable.
- 5 . At the end of the 24-week evaluation period, assuming the employee has performed satisfactorily, regular reviews will be performed,
- 6 . At any time during or up to the end of the 24-week evaluation period, if the employee has not performed satisfactorily, the second rate will be removed and the employee will be notified.

APPENDIX – G

Memorandum of Agreement

Between

The County of Erie and AFSCME, Local 1095

WHEREAS, A COLLECTIVE Bargaining Agreement ("CBA") EXISTS BETWEEN THE County of Erie (the County) and the American Federation of State, County and Municipal Employees Local 1095, Council 66, AFL-CIO ("AFSCME" which sets forth the terms and conditions of employment for AFSCME Local 1095 members; and

WHEREAS, Article 10.3(b) of the CBA only allows for the granting of sick leave 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.
- 3) Quarantine regulations
- 4) Medical or dental visits
- 5) Maternity

WHEREAS, the County and AFSCME 's Department of Highways has a long –standing practice known as Sick Fatigue Leave; and

WHEREAS, Sick Fatigue Leave is utilized in lieu of regular sick leave covered under Article 10.3) b), when an employee either stays beyond their normal scheduled shift; reports prior to their normal shift; or reports on scheduled day(s) off leading into a scheduled work day, most notably to work overtime during winter seasons, and is unable to fulfill their shift the following day due to fatigue. In that case the employee is allowed properly scheduled resting periods without loss of any overtime pay, or disciplinary actions brought on by the County of Erie within the department of Highways; and

WHEREAS, the parties are desirous of resolving prior grievances with neither admission of liability nor the need to incur future arbitration cost; and of reducing or eliminating similar grievances in the future; and

NOW, THEREFORE, the parties hereto agree as follows:

1. The use of Sick Fatigue Time as specified above shall be granted to AFSCME Highway Department Employees when an employee stays beyond or reports before their normal scheduled shift, most notably to work overtime during but not limited to natural disasters Or unforeseen emergency situations such as flooding, hurricanes, tornados, snow storms. Snow removal ice conditions, hail, fire, plane crashes or any other disasters where the Department of Highways resulting in the employee's inability to fulfill their regular shift due to fatigue. Sick-Fatigue Time must be approved by the Commissioner of DPW or his/her designee.

APPENDIX – G

2. Employees must use sick accruals from their sick bank. However, if no sick time accruals are available, the employee will then be allowed to use any time in their compensatory, vacation or personal leave banks in that order.
3. Both parties agree that this agreement shall not serve as the basis for any binding precedent for either party or addition modification of any rights in the CBA.

APPENDIX – H

Memorandum of Agreement Between County of Erie and AFSCME Local 1095

THIS AGREEMENT, by and between the County of Erie (the "County") and AFSCME Local 1095, Council 66, AFL-CIO ("AFSCME" or the "Union") (collectively, the "Parties"), sets forth the terms of a mutual understanding between the Parties regarding the "grandfathering" of certain AFSCME employees into the "Crew Chief — Highway" and "General Crew Chief — Highway" titles (permanent positions or second rates, as applicable) which were recently reclassified as competitive titles pursuant to the New York State Civil Service Law.

WHEREAS, the County is a municipal employer bound by the New York State Taylor Law; and

WHEREAS, AFSCME, a union organization, is the exclusive representative of certain Erie County employees including but not limited to Highways employees; and

WHEREAS, the County and AFSCME are parties to a collective bargaining agreement ("CBA") dated September 28, 2009; and

WHEREAS, the AFSCME titles of "Crew Chief — Highway" and "General Crew Chief — Highway" were recently reclassified from non-competitive to competitive class status under the rules and procedures of the New York State Civil Service Law, fully effective as of April 16, 2016; and

WHEREAS, the parties desire to come to agreement on the issues that are the subject of this MOA as an alternative to grievances/adversarial proceedings, on a non-precedent setting basis only.

NOW, THEREFORE, the Parties agree to the following:

1. AFSCME employees who currently hold the permanent title of "Crew Chief — Highway" or "General Crew Chief — Highway" may remain in the title (subject to typical probationary considerations, if applicable) and shall not be subject to additional testing in order to remain in the title, despite the competitive class status that became effective for each title on April 16, 2016. The comprehensive list of these "grandfathered" employees is attached hereto as "Exhibit A". Any individual not listed on Exhibit A shall be subject to the testing and requirements of the competitive titles in order to receive an appointment (permanent or otherwise).
2. AFSCME employees who currently hold a second rate designation in the title of "Crew Chief — Highway" or "General Crew Chief — Highway" shall be authorized for continued work in the relevant second rate and shall not be subject to additional testing in order to continue working in that title as a second rate. The comprehensive list of these "grandfathered" second rate designations is attached hereto as "Exhibit B". Any individual not listed on Exhibit B shall be subject to the testing and requirements of the competitive titles in order to work in the title as a second rate. Further, in addition to any new employee or new appointment, all Exhibit B

APPENDIX – H

employees will be subject to the appropriate testing and requirements in order to receive permanent, temporary, or provisional status in either title.

3. Any future break in service from the County Highways Department, including due to termination for cause, resignation, transfer out of the Highways Division, or retirement, shall immediately terminate an employee's rights as provided for herein. Thereafter, the effected employee will lose "grandfathered" status into the Crew Chief — Highway or General Crew Chief — Highway titles.
4. The Union agrees that no grievance or claim in any other forum will be filed in connection with the subjects of this MOA. Any grievance or claim that has already been filed in connection with these issues is hereby deemed settled and withdrawn. The Union hereby affirms that the County has reclassified the relevant AFSCME titles pursuant to every applicable provision of the CBA and/or New York State law.
5. This MOA is entered into on a non-precedential basis and without prejudice to either Party's rights under the Taylor Law and the CBA. Nothing herein is intended to conflict with the decrees of the New York State Civil Service Law. In the event that any application, provision, term, or any portion thereof, as applied or as expressly contained in this MOA, is found to be inoperative, unenforceable, or otherwise void, such term or provision shall not be enforced to the narrowest extent possible, and the remainder of the MOA shall remain in effect and binding on the parties to the fullest extent possible by law.

APPENDIX – I

Memorandum of Agreement

Between

Erie County

And

AFSCME Local 1095

THIS MEMORANDUM OF AGREEMENT, made this 9th day of September 2020 by and between Erie County, hereinafter referred to as "County" and AFSCME, Local 1095, having its principal office at 35 Tyrol Drive, Cheektowaga, NY 14225, hereinafter referred to as "AFSCME".

WHEREAS, AFSCME contains County employees and AFSCME and the County are parties to a collective bargaining agreement ("CBA"); and,

WHEREAS, an amendment to this CBA occurred when the parties entered into an MOU in December 2018; and,

WHEREAS, this MOU shall supplement both the CBA and the previous MOU; and,

NOW WHEREAS, AFSCME employees that work amid the Highway Department or the Parks Department shall consist of an eight (8) hour work day including a thirty (30) minute paid lunch break.

WHEREAS, AFSCME employees hired PRIOR to (10/23/2009) amid the Highways and Parks Departments who previously were eligible to receive Cash payment under article 9.10 of the CBA for the reduction of their lunch break or were required to remain on duty and works the required time throughout the year (anniversary date to anniversary date) shall receive such payment. This payment shall be paid out within thirty (30) days following the employee's anniversary date.

WHEREAS, AFSCME employees hired AFTER (10/23/2009) that are required to remain on duty for their entire lunch period and works the required time throughout the year (anniversary date to anniversary date) shall be paid for such cash payments. This payment shall be paid out within thirty (30) days following the employee's anniversary date.

WHEREAS, AFSCME employees shall be eligible for cash payment of either \$350 for Full Time Employees or \$175 for Regular Part-time Employees and the terms outlined by their hire date as provided by in the paragraphs above. Employees must be equal or greater than 1560 of hours worked on the employee's anniversary date. Included into the tabulation of the 1560

APPENDIX – I

hours are any overtime shifts of 6 hours or more worked that did not include a lunch period equal to the parties CBA, However Sick Time, Sick Fatigue Time, Vacation, Compensatory Time, Bereavement, Personal Leave, Holidays, or any Unauthorized Leave Without Pay shall not be used in the tabulation of the 1560 hours.

This agreement shall not serve nor be construed as any admission of guilt or malfeasance. Both parties agree that this agreement shall not serve as the basis for any binding precedent for either party or addition or modification of any rights in the CBA, and will not be construed to constitute any binding past practice on either party.

APPENDIX –J
Memorandum of Agreement

between

Erie County

and

AFSCME Local 1095

WHEREAS, Erie County is a municipal employer subject to the terms of the NYS Taylor Law; and

WHEREAS, American Federation of State, County and Municipal Employees, Local 1095 ("AFSCME") is the exclusive bargaining representative for certain employee's of Erie County; and

WHEREAS, Erie County employ a class of employee commonly referred to as Regular Part-time ("RPT") employees; and

WHEREAS, the parties hereto wish to modify and/or clarify the working hours, wage payments and benefits for RPT employees employed solely by Erie County, including those members employed at the Buffalo & Erie County Libraries (not including the Erie County Medical Center Corporation, Erie Community College, nor the Erie County Sheriff's Office);

NOW THEREFORE, in consideration of the above recitals, the parties hereto agree as follows:

1. RPT employees shall be scheduled to work between twenty (20) and forty (40) hours per week. However, employer scheduling demands may dictate actual work performance greater or less than these amounts.
2. Where RPT employees perform sixty (60) or more hours work in any given pay period, they shall receive vacation and sick leave accruals commensurate with full-time employees for such pay period only.
3. Where RPT employees perform not less than forty (40) but up to sixty (60) hours work in any given pay period, they shall receive vacation and sick leave accruals at 50% the accrual rate of full-time employees.
4. Where RPT employees perform sixty (60) or more hours work in any given pay period(s) during which a contractually recognized holiday falls, they shall receive holiday pay commensurate with full-time employees for such pay period only. Where RPT employees perform not less than forty (40) but up to sixty (60) hours work in any given pay period during which a contractually recognized holiday falls, they shall receive holiday pay at 50% the accrual rate of full-time employees.
5. Where RPT employees perform sixty (60) or more hours work on a pay period basis, cumulatively for fifty percent (50%) or more of a given calendar year, they shall receive personal leave accruals commensurate with full-time employees for such year only.

APPENDIX –J

6. Where RPT employees perform sixty (60) or more hours work on a pay period basis, cumulatively for less than fifty percent of a given calendar year, they shall receive personal leave accruals at 50% the accrual rate of full-time employees.
7. Where RPT employees perform sixty (60) or more hours work on a pay period basis, cumulatively for the entirety of a given calendar year, they shall receive seniority credit for promotional and layoff purposes, commensurate with full-time employees for such year only.
8. Where RPT employees shall be promoted, such promotion shall be into a full-time position and effective as of the date of promotion, such employee shall cease to be RPT.
9. All contractual terms & conditions and established practices regarding the employment of RPT employees shall remain in effect and binding, except as modified and/or clarified herein.
10. This Agreement shall neither apply to employees employed by the Erie County Medical Center Corporation, Erie Community College nor the Erie County Sheriff's Office, nor shall such employers be bound by the term and provisions herein.

APPENDIX-K

Memorandum of Understanding (Addendum) between AFSCME LOCAL 1095 and the County of Erie

WHEREAS, the County of Erie ("County") and AFSCME Local 1095 ("AFSCME") are parties to a Collective Bargaining Agreement ("CBA") effective for the period from January 1, 2017 through December 31, 2021; and

WHEREAS, the County and AFSCME entered into a Settlement Agreement on August 31, 2009 (see attached) regarding Grievance 178-9.7-07 concerning Article 9.5 of the CBA,

WHEREAS, AFSCME desires to add the title of "Full Time Senior Youth Detention Worker" to the list of employees names in the above-mentioned settlement agreement;

NOW THEREFORE, the parties herein agree to the following amended terms of settlement:

- 1) The County shall provide Full Time Senior Youth Detention Workers, Full Time Youth Detention Workers, Regular Part-Time Youth Detention Workers, and Central Control Guards who work a complete shift and who do not utilize a 10-minute personal clean-up period prior to the end of the shift with straight-time compensation for the 10-minute personal clean-up period at the employee's regular rate of compensation in addition to their regular compensation for the shift.
- 2) All other provisions of the Settlement Agreement, dated August 31, 2009 shall remain in effect (see attached).
- 3) The MOA and Addendum only applies to active employees on the payroll the date of execution (10-3-2018). Eligible employees hired at any time after the signing of the agreement, will be automatically enrolled in the compensation plan set out in Section 1 (above).

APPENDIX-L

MEMORANDUM OF AGREEMENT

By and Between

The County of Erie (hereinafter "County")

And

AFSCME Local 1095

WHEREAS, a Collective Bargaining Agreement ("CBA") exists between the County and AFSCME which sets forth the terms and conditions of employment for AFSCME members; and,

WHEREAS, AFSCME represent employees who are employed at the Erie County Youth Services Center (hereinafter "Youth Services"); and,

WHEREAS, Art. 9 of the CBA allows for employees to be granted a fifteen (15) minute rest period during each one half of a shift; and,

WHEREAS, rest periods are an important break from work and help to keep employees alert and improves performance; and,

WHEREAS, however, due to the nature of the work, an employee working at Youth Services may occasionally fail to take a rest period during a shift; and,

WHEREAS, a failure to take a rest period is assumed to be a result of the need to supervise youth at Youth Services; and,

THEREFORE, the parties have agreed to the following:

- 1) All employees of Youth Services are eligible under the parties CBA to take their fifteen (15) minute rest periods during each eight (8) hour shift.
- 2) When supervision coverage requires an employee to miss his or her fifteen (15) minute rest period(s), an employee may take the rest period(s) at the end of his or her eight (8) hour shift.
- 3) Employees need not remain on site if they are taking their rest period at the end of their shift.
- 4) Employees may not request to skip their rest period(s) for the purpose of taking it at the end of their shift; employees may only take their rest period(s) at the end of their shift when the

APPENDIX-L

- 5) rest period is denied by management. In the event that the employee is not able to receive the rest period(s) they shall be compensated at either 15 minutes if they missed one rest period or 30 minutes if they missed two rest periods. If the inclusion of this additional time exceeds the time periods described in Article 9.1 of the CBA, the time shall be paid out at time and a half.
- 6) Management or AFSCME may revoke this MOA w.th 30 days-notice written notice.
- 7) All other provisions of CBAs described above remain in full effect. No rights or responsibilities within those CBAs are modified under the terms of this agreement.

APPENDIX-M

MEMORANDUM OF AGREEMENT

By and Between

The County of Erie (hereinafter "County")

And

The Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO on behalf of the CSEA Erie County Unit (hereinafter "CSEA"),

The American Federation of State, County and Municipal Employees, Local, 1095, Council 66, AFL-CIO (hereinafter "AFSCME")

WHEREAS, a Collective Bargaining Agreement ("CBA") exists between the County and CSEA which sets forth the terms and conditions of employment for CSEA members; and,

WHEREAS, a CBA also exists between the County and AFSCME which sets forth the terms and conditions of employment for AFSCME members; and,

WHEREAS, CSEA and AFSCME (collectively hereinafter "unions") all represent employees who are employed at the Rath Building; and,

WHEREAS, the Rath Building has an emergency evacuation plan to be used during emergency situations; and,

WHEREAS, as part of that emergency plan, the County needs to utilize individuals throughout the building to act as Safety Wardens; and,

WHEREAS, the duties of the Safety Wardens include, but are not limited to, assisting those County employees with mobility issues reach a place of safety during an emergency situation; and,

WHEREAS, the position of Safety Warden is a volunteer position that does not receive financial compensation; and,

WHEREAS, the County would like to provide some type of compensation to those serving as Safety Wardens, both to incentivize volunteering and to thank those that perform this important role; and,

THEREFORE, the parties have agreed to the following:

APPENDIX-M

- 1) Any employee that volunteers as a Safety Warden and completes a year of service in the position will be given one personal leave day. This personal leave day is in addition to any personal leave days that the employee is given pursuant to the CBA, this personal leave day shall be treated as all other personal leave days pursuant to Erie County Policy.
- 2) Any employee may volunteer as a Safety Warden by submitting the required application and documents, however, the decision to appoint an individual as a Safety Warden is entirely at the discretion of the Department of Homeland Security and Emergency Services or any designee that the Department empowers with making such decision.
- 3) The necessary number of Safety Wardens will be determined by the Department of Homeland Security and Emergency Services.
- 4) The decision to accept or reject an employee as a Safety Warden will be based on an employee's record and, in the opinion of the Department of Homeland Security and Emergency Services, the employee's ability to perform the duties of a Safety Warden.
- 5) Employee must remain in good standing as defined by attending required trainings, drills and meetings to receive awarded PL day. Records of such attendance and training shall be maintained by the Department of Homeland Security and Emergency Services.
- 6) Employee's primary supervisor or department head may request removal from the program for unsatisfactory job performance through written request to the Department of Homeland Security.
- 7) Safety Wardens will be subjected to physical requirements of training as promulgated by the Department of Homeland Security and Emergency Services. Such training shall include, but is not limited to, CPR and fire extinguisher use. Training and performance of duties may require standing or bending for extended periods of time.
- 8) The selection or removal of warden status by the Department of Homeland Security and Emergency Services may be reviewed but not grieved (by the union). The Department of Homeland Security will, upon request by the employee, provide the reason an application was rejected for the purpose of employee applying in the future to serve as a Safety Warden.
- 9) Should there be an insufficient number of positions to appoint all of the accepted applicants, the appointments shall be made based on the order in which the applications were received from the employee by the Department of Homeland Security and Emergency Services.
- 10) All other provisions of CBAs described above remain in full effect. No rights or responsibilities within those CBAs are modified under the terms of this agreement.

APPENDIX-N

Memorandum of Agreement

Between

Erie Community College

And

AFSCME Local 1095

Essential Personal Compensation Pay

Whereas, the American Federation of State, County and Municipal Employees (AFSCME) and Erie Community College (College) are parties to a collective bargaining agreement with the term 2017-2021;

Whereas, the collective bargaining agreement states that if the County Executive, or his designee, declares the closing of certain County facilities and/or operations and/or services due to any flood, fire, power failure, uncontrollable weather conditions, or any other reason beyond the county's control, employees who are prevented from coming to work because of an emergency closing of the facility or building in which he or she works will not be required to charge such absences to any accumulated leave balance;

Whereas, the College mandates employees designated as essential, per the memorandum attached to this MOA, to report to work when the College closes due to an emergency in an effort to ensure that college buildings and grounds are made safe for students, staff, and visitors once the College reopens;

Whereas, the parties wish to set forth their understanding in writing.

It is therefore agreed that:

All AFSCME employees that have been deemed essential as determined by the College, except those within the College Safety Department or in AFSCME titles related to Security, will receive an hour of compensation time for every hour they work when mandated to work their regularly scheduled shift when their assigned campus is closed due to an emergency, as defined above as well as any wage provision within the parties collective bargaining agreement. This compensation time earned during an emergency closure has to be used within a year of accruing it. If a request to utilize the time accrued is denied, the employee will have three (3) additional months to use the time. If the time is not used at that point, it will expire. Employees who resign, are discharged for cause, or laid-off will not be compensated for any unused compensation time earned for working a mandated shift during a campus closure for an emergency.

Both parties agree that this Agreement shall not serve as the basis for any binding precedent for either party or addition or modification of any rights in the CBA, and will not be construed to SUNY Erie Community College employees who are assigned to the day shift or work in departments that require 24-hour coverage and hold the following job titles are considered essential employees.

APPENDIX-N

Building Maintenance Mechanic

Building Maintenance Mechanic Electrician

Building Maintenance Mechanic HVAC

Laborer (assigned to the maintenance shop)

Stationary Engineers

Truck Drivers

Supervising Maintenance Mechanics

Custodian of Buildings and Grounds

APPENDIX-O
Memorandum of Agreement
between
Erie Community College
And
AFSCME Local 1095
Uniform Requirement for BMM, Laborers, and Cleaners

Whereas, the American Federation of State, County and Municipal Employees (AFSCME) and Erie Community College (College) are parties to a collective bargaining agreement.

Whereas, Erie Community College will provide Uniforms for the Maintenance Staff including all Building Maintenance Mechanics (BMM), Cleaners and Laborers to be worn during working hours.

Whereas, Full-time and regular part-time employees in the titles of all Building Maintenance Mechanics (BMM) will be provided by the College annually up to five (5) pairs of pants, five (5) long sleeve shirts and five (5) polo shirts. Part-time BMMs will receive up to three (3) pairs of pants, three (3) long sleeve shirts and (3) polo shirts. Full-time and RPT Laborers and Cleaners will be provided up to five (5) polo shirts annually. Part-time Laborers and Cleaners will receive up to three (3) polo shirts annually.

Whereas, the laundering and upkeep of the uniforms will be done by each employee that is provided with the Uniform. Uniforms are to be kept neat and clean. The College can replace uniforms as needed, not to exceed the limits placed within the previous paragraph.

Whereas, staff that receive uniforms will be required to wear the uniforms as part of their dress code upon the signing of this MOA immediately. The College reserves the right to send staff home without pay who are out of dress code.

Whereas, the parties agree to negotiate a policy for the Uniforms to be worn during working hours.

Both parties agree that this Agreement shall not serve as the basis for any binding precedent for either party or addition or modification of any rights in the CBA, and will not be construed to constitute any binding past practice on either party outside of the explicit terms of this Agreement.

APPENDIX-P

Memorandum of Agreement

Between

Erie Community College

And

American Federation of State, County and Municipal Employees

Annual Performance Review

Whereas, the American Federation of State, County and Municipal Employees (AFSCME) and Erie Community College (College) are parties to a collective bargaining agreement.

Whereas, all full-time, regular part-time and part-time members of the bargaining unit, except those within the College Safety Department or in AFSCME titles related to Security, employed by the College will receive an annual performance evaluation after the successful completion of the probationary period on an annual basis. The evaluation will be conducted by the member's supervisor and follow the established review process as currently performed for probationary employees. The evaluation will be completed every March.

Whereas, AFSCME and the College agree to negotiate a performance improvement plan form for any employee that does not receive a satisfactory evaluation post-probationary period.

Whereas, This MOA does not preclude the College from utilizing Article 23, Discipline and Discharge Progressive of the CBA to issue discipline when necessary.

Whereas, the parties agree that nothing in this MOA shall modify or change Article 25; Probationary Period, of the CBA.

Both parties agree that this Agreement shall not serve as the basis for any binding precedent for either party or addition or modification of any rights in the CBA, and will not be construed to constitute any binding past practice on either party outside of the explicit terms of this Agreement.

APPENDIX-Q

Memorandum of Agreement

Between

Erie Community College

And

AFSCME

Random Drug Testing

Whereas, the American Federation of State, County and Municipal Employees (AFSCME) and Erie Community College (College) are parties to a collective bargaining agreement.

Whereas, the parties agree to develop a random drug testing procedure for all full-time, regular part-time, and part-time members of AFSCME, except those within the College Safety Department or in AFSCME titles related to Security, that work at the College and are engaged in the handling of hazardous equipment and heavy machinery (including all BMM titles). Not to include any Laborers or Cleaners.

1. This Agreement may be signed in counterparts by each party; and versions of this Agreement transmitted by fax machine, including signatures transmitted by fax shall be deemed to be originals for all purposes.

2. Both parties agree that this Agreement shall not serve as the basis for any binding precedent for either party or addition or modification of any rights in the CBA, and will not be construed to constitute any binding past practice on either party outside of the explicit terms of this Agreement.

APPENDIX-R

Memorandum of Agreement

Between

Erie Community College

And

AFSCME Local 1095

Day After Thanksgiving & Part-Time Personal Leave

Whereas, the American Federation of State, County and Municipal Employees (AFSCME) and Erie Community College (College) are parties to a collective bargaining agreement.

Whereas, the College agrees to provide all part-time employees of the bargaining unit employed at the

College, except those within the College Safety Department or in AFSCME titles related to Security, after successful completion of their probationary period, with two personal leave days off a calendar year, to be paid at regular straight time. The two personal leave days will not carry over at the end of the calendar year and are not cumulative year to Employees who resign are discharged for cause, or laid-off will not be compensated for any unused flexible personal days. Eligible employees will receive their compensation time as RPT employees do per Article 10.4 of the CBA.

Whereas, eligible part-time employees must provide the head of the department, or supervisor, with three (3) working days' notice in advance when requesting to utilize their personal leave time.

Whereas, the College agrees, subject to the provisions of 10.1 Holidays, Article 10: Paid Leave of Absences, to grant all full-time, regular part-time, and part-time employees at the College in the bargaining unit, except those within the College Safety Department or in AFSCME titles related to Security, the day after Thanksgiving OFF with pay at their regular rate. Part-time employees will be paid the same numbers of hours for having the day after Thanksgiving off as regular part-time employees are per the provisions of the CBA.

Both parties agree that this Agreement shall not serve as the basis for any binding precedent for either party or addition or modification of any rights in the CBA and will not be construed to constitute any binding past practice on either party outside of the explicit terms of this Agreement.

APPENDIX-S

Memorandum of Agreement

Between

Erie Community College

And

AFSCME Local 1095

Whereas, the American Federation of State, County and Municipal Employees (AFSCME) and Erie Community College (College) are parties to a collective bargaining agreement.

IT IS HEREBY AGREED, BY AND BETWEEN, Erie Community College and AFSCME Council 66, Local 1095, AFL-CIO as follows:

1. Whereas, effective with the signing of this agreement, all members of the bargaining unit that are regular part-time, and part-time AFSCME employees of Erie Community College, except those within the College Safety Department or in AFSCME titles related to Security, upon approval of the President of Erie Community College or his designee, may be permitted to register for and attend, tuition free, any course on campus, provided space exists and provided that such attendance in no way interferes with his/her official duties.
2. Whereas, the children and/or spouse of eligible regular part-time and part-time AFSCME Erie Community College bargaining unit employees will be provided tuition waivers for enrollment as full-time students in the college with the intent to remain full-time students in the semester in which they enroll. The waiver is subject to the following conditions:
 - a. The student must apply to both PELL and TAP. The waiver will cover the difference between PELL and TAP awards and the actual cost of tuition to the college.
 - b. The waiver is limited to tuition charges only. The student is responsible for all other fees, books, and charges that are set by the college.
 - c. Enrollment of any children and/or spouse of a regular part-time or part-time AFSCME Erie Community College employees will be not allowed into any class where the calculation of class size results in additional compensation to the faculty member.
3. For the purpose of this agreement only, the term bargaining unit member shall mean regular part-time and part-time AFSCME Erie Community College employees except those within the College Safety Department or in AFSCME titles related to Security.
4. Both parties agree that this Agreement shall not serve as the basis for any binding precedent for either party or addition or modification of any rights in the CBA, and will not be construed to constitute any binding past practice on either party outside of the explicit terms of this Agreement.

APPENDIX-T

Memorandum of Agreement
Between
Erie Community College,
and Erie County, and
The American Federation of State, County and Municipal Employees Local 1095
Emergency Closings

It is hereby agreed by and between the AFSCME, Local 1095, (hereinafter "Union"), Erie County, (hereinafter "County"), and Erie Community College, (hereinafter "College") to the following contractual language.

AFSCME the College and the County are parties to a Collective Bargaining Agreement with the term 2006-2015 and are in negotiations for a successor agreement currently.

WHEREAS, the language in the contract with respect to closings, does not reflect the practice at the College; and

WHEREAS, the parties would like to clarify the current practice surrounding closings at the College;

NOW THEREFORE, the parties hereby agree as follows:

Article 10.8 Emergency Closing in said Agreement will be modified as followed with respect to College employees only:

Replace the language in 10.8 to read as follows. In the event the President of the College or his designee, declares the closing of a certain College campuses and/or operations and/or services due to any flood, fire, power failure, uncontrollable weather conditions or for any reason beyond the College's control, the resulting time off shall be treated as follows:

Replace the language in 10.8 (a) to read as follows— If the declaration is before 8:00 am the College shall endeavor to use radio, TV stations in the Buffalo area and text messaging through SUNY Alert and/or other emergency notification software to announce the declaration.

Replace the language in 10.8 (e) to read as follows— If the President and/or his designee approve any of the actions in these sections in one or more than one facility, operation, service or department, such approval or approvals will be based on the individual conditions and will be independent of any other facility, operation, service or department in the College.

Sections 10.8 (b), (c), and (d) remain unchanged.

APPENDIX-U

MEMORANDUM OF AGREEMENT

BETWEEN

ECMCC

AND

AFSCME LOCAL 1095

WHEREAS, the work day of the Hospital Public Safety Officer will be eight (8) hours and fifteen (15) minutes, which includes a thirty minute paid lunch and any other time granted by the parties collective bargaining agreement. Hospital Public Safety Officers shall not be entitled to overtime pay or compensatory time until after the end of their eight (8) hour and fifteen (15) minute work day.

APPENDIX -V

**Memorandum of Agreement
Between
Erie County
and
AFSCME Local 1095**

Whereas, the American Federation of State County and Municipal employees (AFSCME) and Erie County are parties to a collective bargaining agreement.

Whereas, the parties agree to continue to issue premium pay for all hours worked on the weekend for all Parks employees.

Whereas, the current practice is to receive time and one half (Premium Pay) for every hour worked during weekend shifts. Including any other wage benefits such as shift differential.

Whereas, the current practice does not reduce premium pay if a Parks employee uses sick time Subsequently to the hours worked on the weekend.

2022	0	1	2	3	4	5	6	7	A	B	C	D	E
GRP 01	32804 1261.68 15.771	33708 1296.48 16.206	34609 1331.12 16.639	35516 1366.00 17.075	36417 1400.64 17.508	37319 1435.36 17.942	38226 1470.24 18.378	39129 1504.96 18.812	39693 1526.64 19.083	40252 1548.16 19.352	40814 1569.76 19.622	41375 1591.36 19.892	41937 1612.96 20.162
GRP 02	33355 1282.88 16.036	34285 1318.64 16.483	35216 1354.48 16.931	36150 1390.40 17.380	37078 1426.08 17.826	38012 1462.00 18.275	38944 1497.84 18.723	39878 1533.76 19.172	40466 1556.40 19.455	41065 1579.44 19.743	41644 1601.68 20.021	42234 1624.40 20.305	42823 1647.04 20.588
GRP 03	34418 1323.76 16.547	35397 1361.44 17.018	36379 1399.20 17.490	37359 1436.88 17.961	38339 1474.56 18.432	39318 1512.24 18.903	40298 1549.92 19.374	41278 1587.60 19.845	41895 1611.36 20.142	42536 1636.00 20.450	43145 1659.44 20.743	43765 1683.28 21.041	44385 1707.12 21.339
GRP 04	35320 1358.48 16.981	36360 1398.48 17.481	37394 1438.24 17.978	38434 1478.24 18.478	39472 1518.16 18.977	40512 1558.16 19.477	41550 1598.08 19.976	42586 1637.92 20.474	43241 1663.12 20.789	43888 1688.00 21.100	44556 1713.68 21.421	45211 1738.88 21.736	45864 1764.00 22.050
GRP 05	37124 1427.84 17.848	38249 1471.12 18.389	39376 1514.48 18.931	40506 1557.92 19.474	41631 1601.20 20.015	42761 1644.64 20.558	43888 1688.00 21.100	45015 1731.36 21.642	45804 1761.68 22.021	46592 1792.00 22.400	47382 1822.40 22.780	48171 1852.72 23.159	48953 1882.80 23.535
GRP 06	39570 1521.92 19.024	40870 1571.92 19.649	42172 1622.00 20.275	43474 1672.08 20.901	44778 1722.24 21.528	46078 1772.24 22.153	47382 1822.40 22.780	48687 1872.56 23.407	49693 1911.28 23.891	50696 1949.84 24.373	51680 1987.68 24.846	52672 2025.84 25.323	53668 2064.16 25.802
GRP 07	42160 1621.52 20.269	43705 1680.96 21.012	45250 1740.40 21.755	46798 1799.92 22.499	48345 1859.44 23.243	49891 1918.88 23.986	51436 1978.32 24.729	52982 2037.76 25.472	54126 2081.76 26.022	55261 2125.44 26.568	56395 2169.04 27.113	57539 2213.04 27.663	58685 2257.12 28.214
GRP 08	44970 1729.60 21.620	46738 1797.60 22.470	48508 1865.68 23.321	50278 1933.76 24.172	52046 2001.76 25.022	53816 2069.84 25.873	55586 2137.92 26.724	57356 2206.00 27.575	58621 2254.64 28.183	59877 2302.96 28.787	61137 2351.44 29.393	62392 2399.68 29.996	63663 2448.56 30.607
GRP 09	47998 1846.08 23.076	49968 1921.84 24.023	51938 1997.60 24.970	53907 2073.36 25.917	55875 2149.04 26.863	57841 2224.64 27.808	59810 2300.40 28.755	61780 2376.16 29.702	63145 2428.64 30.358	64528 2481.84 31.023	65884 2534.00 31.675	67255 2586.72 32.334	68630 2639.60 32.995
GRP 10	51222 1970.08 24.626	53362 2052.40 25.655	55499 2134.56 26.682	57639 2216.88 27.711	59777 2299.12 28.739	61917 2381.44 29.768	64060 2463.84 30.798	66196 2546.00 31.825	67692 2603.52 32.544	69185 2660.96 33.262	70689 2718.80 33.985	72168 2775.68 34.696	73661 2833.12 35.414
GRP 11	56175 2160.56 27.007	58496 2249.84 28.123	60817 2339.12 29.239	63138 2428.40 30.355	65462 2517.76 31.472	67781 2606.96 32.587	70104 2696.32 33.704	72426 2785.60 34.820	74044 2847.84 35.598	75660 2910.00 36.375	77280 2972.32 37.154	78894 3034.40 37.930	80511 3096.56 38.707
GRP 12	59910 2304.24 28.803	62667 2402.56 30.032	65021 2500.80 31.260	67575 2599.04 32.488	70131 2697.36 33.717	72686 2795.60 34.945	75240 2893.84 36.173	77796 2992.16 37.402	79597 3061.44 38.268	81382 3130.08 39.126	83167 3198.72 39.984	84962 3267.76 40.847	86753 3336.64 41.708
GRP 13	65175 2506.72 31.334	67974 2614.40 32.680	70776 2722.16 34.027	73574 2829.76 35.372	76389 2937.28 36.716	79169 3044.96 38.062	81971 3152.72 39.409	84788 3260.32 40.754	86738 3336.08 41.701	88708 3411.76 42.647	90678 3487.60 43.595	92654 3563.60 44.545	94625 3639.44 45.493
GRP 14	72374 2783.60 34.795	75521 2904.64 36.308	78659 3025.36 37.817	81804 3146.32 39.329	84947 3267.20 40.840	88086 3387.92 42.349	91229 3508.80 43.860	94370 3629.60 45.370	96568 3714.16 46.427	98785 3799.44 47.493	101009 3884.96 48.562	103224 3970.16 49.627	105435 4055.20 50.690
GRP 15	79899 3073.04 38.413	83404 3207.84 40.098	86909 3342.64 41.783	90413 3477.44 43.468	93918 3612.24 45.153	97423 3747.04 46.838	100928 3881.84 48.523	104435 4016.72 50.209	106879 4110.72 51.384	109346 4205.60 52.570	111808 4305.28 53.754	114277 4405.68 54.941	116732 4489.68 56.121
GRP 16	87984 3384.00 42.300	91863 3533.20 44.165	95740 3682.32 46.029	99620 3831.52 47.894	103497 3980.64 49.758	107380 4130.00 51.625	111259 4279.20 53.490	115140 4428.48 55.356	117869 4533.44 56.668	120598 4638.40 57.980	123342 4743.92 59.299	126077 4849.12 60.614	128814 4954.40 61.930
GRP 17	95988 3691.84 46.148	100264 3856.32 48.204	104545 4020.96 50.262	108821 4185.44 52.318	113100 4350.00 54.375	117376 4514.48 56.431	121659 4679.20 58.490	125934 4843.60 60.545	128931 4958.88 61.986	131970 5075.76 63.447	134963 5190.88 64.886	137968 5306.48 66.331	140974 5422.08 67.776
GRP 18	104362 4013.92 50.174	109040 4193.84 52.423	113718 4373.76 54.672	118396 4553.68 56.921	123072 4733.52 59.169	127752 4913.52 61.419	132425 5093.28 63.666	125850 4840.40 60.505	140392 5399.68 67.496	143695 5526.72 69.084	147008 5654.16 70.677	150309 5781.12 72.264	153608 5908.00 73.850
GRP 19	113528 4366.48 54.581	118639 4563.04 57.038	123752 4759.68 59.496	128868 4956.48 61.956	133977 5152.96 64.412	139092 5349.68 66.871	144202 5546.24 69.328	149315 5742.88 71.786	152928 5881.84 73.523	156528 6020.32 75.254	160137 6159.12 76.989	163729 6297.28 78.716	169512 6519.68 81.496
GRP 20	122793 4722.80 59.035	128363 4937.04 61.713	133935 5151.36 64.392	139508 5365.68 67.071	145078 5579.92 69.749	150650 5794.24 72.428	156220 6008.48 75.106	161793 6222.80 77.785	165703 6373.20 79.665	169626 6524.08 81.551	173570 6675.76 83.447	177491 6826.56 85.332	181409 6977.28 87.216
GRP 21	132070 5079.60 63.495	138093 5311.28 66.391	144109 5542.64 69.283	150132 5774.32 72.179	156152 6005.84 75.073	162173 6237.44 77.968	168191 6468.88 80.861	174215 6700.56 83.757	178462 6863.92 85.799	182709 7027.28 87.841	186944 7190.16 89.877	191194 7353.60 91.920	195443 7517.04 93.963
GRP 22	140648 5409.52 67.619	147064 5656.32 70.704	153481 5903.12 73.789	159896 6149.84 76.873	166315 6396.72 79.959	172727 6643.36 83.042	179146 6890.24 86.128	185563 7137.04 89.213	190097 7311.44 91.393	194617 7485.28 93.566	199160 7660.00 95.750	203686 7834.08 97.926	208220 8008.48 100.106

2023	0	1	2	3	4	5	6	7	A	B	C	D	E
GRP 01	33952 1305.84 16.323	34886 1341.84 16.773	35820 1377.68 17.221	36760 1413.84 17.673	37692 1449.68 18.121	38626 1485.60 18.570	39564 1521.69 19.021	40498 1557.60 19.470	41082 1580.08 19.751	41660 1602.32 20.029	42243 1624.72 20.309	42823 1647.04 20.588	43405 1669.44 20.868
GRP 02	34522 1327.76 16.597	35485 1364.80 17.060	36450 1401.92 17.524	37415 1439.04 17.988	38376 1476.00 18.450	39343 1513.20 18.915	40306 1550.24 19.378	41273 1587.44 19.843	41883 1610.88 20.136	42503 1634.72 20.434	43102 1657.76 20.722	43713 1681.28 21.016	44323 1704.72 21.309
GRP 03	35622 1370.08 17.126	36637 1409.12 17.614	37652 1448.16 18.102	38667 1487.20 18.590	39680 1526.16 19.077	40695 1565.20 19.565	41708 1604.16 20.052	42723 1643.20 20.540	43362 1667.76 20.847	44025 1693.28 21.166	44656 1717.52 21.469	45296 1742.16 21.777	45939 1766.88 22.086
GRP 04	36556 1406.00 17.575	37633 1447.44 18.093	38703 1488.56 18.607	39780 1530.00 19.125	40853 1571.28 19.641	41931 1612.72 20.159	43004 1654.00 20.675	44077 1695.28 21.191	44755 1721.36 21.517	45425 1747.12 21.839	46116 1773.68 22.171	46794 1799.76 22.497	47470 1825.76 22.822
GRP 05	38424 1477.84 18.473	39589 1522.64 19.033	40756 1567.52 19.594	41924 1612.48 20.156	43089 1657.28 20.716	44258 1702.24 21.278	45425 1747.12 21.839	46590 1791.92 22.399	47407 1823.36 22.792	48223 1854.72 23.184	49040 1886.16 23.577	49858 1917.60 23.970	50667 1948.72 24.359
GRP 06	40955 1575.20 19.690	42301 1626.96 20.337	43649 1678.80 20.985	44997 1730.64 21.633	46344 1782.48 22.281	47690 1834.24 22.928	49040 1886.16 23.577	50390 1938.08 24.226	51432 1978.16 24.727	52470 2018.08 25.226	53489 2057.28 25.716	54515 2096.72 26.209	55546 2136.40 26.705
GRP 07	43634 1678.24 20.978	45234 1739.76 21.747	46833 1801.28 22.516	48435 1862.88 23.286	50039 1924.56 24.057	51638 1986.08 24.826	53238 2047.60 25.595	54837 2109.12 26.364	56021 2154.64 26.933	57196 2199.84 27.498	58369 2244.96 28.062	59552 2290.48 28.631	60738 2336.08 29.201
GRP 08	46544 1790.16 22.377	48372 1860.48 23.256	50205 1930.96 24.137	52037 2001.44 25.018	53868 2071.84 25.898	55700 2142.32 26.779	57531 2212.72 27.659	59363 2283.20 28.540	60672 2333.52 29.169	61974 2386.72 29.795	63278 2433.76 30.422	64576 2483.68 31.046	65890 2534.24 31.678
GRP 09	49679 1910.72 23.884	51717 1989.12 24.864	53756 2067.52 25.844	55794 2145.92 26.824	57830 2224.24 27.803	59864 2302.48 28.781	61903 2380.88 29.761	63943 2459.36 30.742	65356 2513.68 31.421	66787 2568.72 32.109	68191 2622.72 32.784	69609 2677.28 33.466	71032 2732.00 34.150
GRP 10	53015 2039.04 25.488	55230 2124.24 26.553	57441 2209.28 27.616	59656 2294.48 28.681	61870 2379.60 29.745	64085 2464.80 30.810	66302 2550.08 31.876	68513 2635.12 32.939	70061 2694.64 33.683	71606 2754.08 34.426	73162 2813.92 35.174	74693 2872.80 35.910	76238 2932.24 36.653
GRP 11	58140 2236.16 27.952	60543 2328.56 29.107	62945 2420.96 30.262	65347 2513.36 31.417	67754 2605.92 32.574	70154 2698.24 33.728	72559 2790.72 34.884	74961 2883.12 36.039	76636 2947.52 36.844	78308 3011.84 37.648	79984 3076.32 38.454	81657 3140.64 39.256	83329 3204.96 40.062
GRP 12	62007 2384.64 29.811	64653 2486.64 31.083	67296 2588.32 32.354	69940 2690.00 33.625	72586 2791.76 34.897	75229 2893.44 36.168	77873 2995.12 37.439	80519 3096.88 38.711	82383 3168.56 39.607	84230 3239.60 40.495	86077 3310.64 41.383	87936 3382.16 42.277	89789 3453.44 43.168
GRP 13	67456 2594.48 32.431	70354 2705.92 33.824	73253 2817.44 35.218	76149 2928.80 36.610	79042 3040.08 38.001	81940 3151.52 39.394	84839 3263.04 40.788	87734 3374.40 42.180	89775 3452.88 43.161	91811 3531.20 44.140	93852 3609.68 45.121	95896 3688.32 46.104	97937 3766.80 47.085
GRP 14	74907 2881.04 36.013	78164 3006.32 37.579	81413 3131.28 39.141	84668 3256.48 40.706	87920 3381.52 42.269	91168 3506.48 43.831	94422 3631.60 45.395	97673 3756.64 46.958	99948 3844.16 48.052	102242 3932.40 49.155	104545 4020.96 50.262	106837 4109.12 51.364	109125 4197.12 52.464
GRP 15	82695 3180.56 39.757	86322 3320.08 41.501	89950 3459.60 43.245	93577 3599.12 44.989	97205 3738.64 46.733	100832 3878.16 48.477	104460 4017.68 50.221	108089 4157.28 51.966	110619 4254.56 53.182	113173 4352.80 54.410	115721 4450.80 55.635	118277 4549.12 56.864	120817 4646.80 58.085
GRP 16	91064 3502.48 43.781	95079 3656.88 45.711	99091 3811.20 47.640	103106 3965.60 49.570	107120 4120.00 51.500	111139 4274.56 53.432	115153 4428.96 55.362	119169 4583.44 57.293	121994 4692.08 58.651	124819 4800.72 60.009	127658 4909.92 61.374	130489 5018.80 62.735	133324 5127.84 64.098
GRP 17	99347 3821.04 47.763	103773 3991.28 49.891	108204 4161.68 52.021	112630 4331.92 54.149	117058 4502.24 56.278	121484 4672.48 58.406	125917 4842.96 60.537	130341 5013.12 62.664	133444 5132.48 64.156	136589 5253.44 65.668	139687 5372.56 67.157	142798 5492.24 68.653	145908 5611.84 70.148
GRP 18	108014 4154.40 51.930	112857 4340.64 54.258	117699 4526.88 56.586	122539 4713.04 58.913	127379 4899.20 61.240	132224 5085.52 63.569	137060 5271.52 65.894	140256 5009.84 68.223	145305 5588.64 69.858	148724 5720.16 71.502	152154 5852.08 73.151	155569 5983.44 74.793	158985 6114.80 76.435
GRP 19	117501 4519.28 56.491	122791 4722.72 59.034	128082 4926.24 61.578	133378 5129.92 64.124	138665 5333.28 66.666	143959 5536.88 69.211	149248 5740.32 71.754	154542 5943.92 74.299	158280 6087.68 76.096	162007 6231.04 77.888	165743 6374.72 79.684	169460 6517.68 81.471	175444 6747.84 84.348
GRP 20	127090 4888.08 61.101	132856 5109.84 63.873	138624 5331.68 66.646	144389 5553.44 69.418	150155 5775.20 72.190	155923 5997.04 74.963	161689 6218.80 77.735	167455 6440.56 80.507	171502 6596.24 82.453	175562 6752.40 84.405	179645 6909.44 86.368	183704 7065.52 88.319	187760 7221.52 90.269
GRP 21	136691 5257.36 65.717	142927 5497.20 68.715	149153 5736.64 71.708	155386 5976.40 74.705	161618 6216.08 77.701	167850 6455.76 80.697	174077 6695.28 83.691	180311 6935.04 86.688	184708 7104.16 88.802	189103 7273.20 90.915	193488 7441.84 93.023	197885 7610.96 95.137	202284 7780.16 97.252
GRP 22	145571 5598.88 69.986	152212 5854.32 73.179	158854 6109.76 76.372	165493 6365.12 79.564	172137 6620.64 82.758	178772 6875.84 85.948	185415 7131.36 89.142	192057 7386.80 92.335	196751 7567.36 94.592	201429 7747.28 96.841	206130 7928.08 99.101	210814 8108.24 101.353	215509 8288.80 103.610

2024	0	1	2	3	4	5	6	7	A	B	C	D	E
GRP 01	34800 1338.48 16.731	35759 1375.36 17.192	36716 1412.16 17.652	37679 1449.20 18.115	38634 1485.92 18.574	39591 1522.72 19.034	40554 1559.76 19.497	41511 1596.56 19.957	42110 1619.60 20.245	42702 1642.40 20.530	43299 1665.36 20.817	43894 1688.24 21.103	44491 1711.20 21.390
GRP 02	35385 1360.96 17.012	36373 1398.96 17.487	37361 1436.96 17.962	38351 1475.04 18.438	39335 1512.88 18.911	40327 1551.04 19.388	41313 1588.96 19.862	42305 1627.12 20.339	42929 1651.12 20.639	43566 1675.60 20.945	44179 1699.20 21.240	44805 1723.28 21.541	45431 1747.36 21.842
GRP 03	36512 1404.32 17.554	37552 1444.32 18.054	38594 1484.40 18.555	39634 1524.40 19.055	40672 1564.32 19.554	41712 1604.32 20.054	42750 1644.24 20.553	43792 1684.32 21.054	44445 1709.44 21.368	45126 1735.60 21.695	45772 1760.48 22.006	46428 1785.68 22.321	47087 1811.04 22.638
GRP 04	37469 1441.12 18.014	38574 1483.60 18.545	39670 1525.76 19.072	40774 1568.24 19.603	41875 1610.56 20.132	42979 1653.04 20.663	44079 1695.36 21.192	45180 1737.68 21.721	45874 1764.40 22.055	46561 1790.80 22.385	47268 1818.00 22.725	47963 1844.72 23.059	48657 1871.44 23.393
GRP 05	39385 1514.80 18.935	40579 1560.72 19.509	41775 1606.72 20.084	42973 1652.80 20.660	44167 1698.72 21.234	45365 1744.80 21.810	46561 1790.80 22.385	47755 1836.72 22.959	48593 1868.96 23.362	49429 1901.12 23.764	50265 1933.28 24.166	51104 1965.52 24.569	51933 1997.44 24.968
GRP 06	41979 1614.56 20.182	43358 1667.60 20.845	44741 1720.80 21.510	46122 1773.92 22.174	47503 1827.04 22.838	48882 1880.08 23.501	50265 1933.28 24.166	51651 1986.56 24.832	52718 2027.60 25.345	53783 2068.56 25.857	54827 2108.72 26.359	55877 2149.12 26.864	56936 2189.84 27.373
GRP 07	44724 1720.16 21.502	46365 1783.28 22.291	48004 1846.32 23.079	49645 1909.44 23.868	51289 1972.64 24.658	52930 2035.76 25.447	54569 2098.80 26.235	56208 2161.84 27.023	57420 2208.48 27.606	58625 2254.80 28.185	59829 2301.12 28.764	61042 2347.76 29.347	62256 2394.48 29.931
GRP 08	47707 1834.88 22.936	49581 1906.96 23.837	51459 1979.20 24.740	53337 2051.44 25.643	55214 2123.60 26.545	57092 2195.84 27.448	58968 2268.00 28.350	60848 2340.32 29.254	62188 2391.84 29.898	63523 2443.20 30.540	64861 2494.64 31.183	66190 2545.76 31.822	67538 2597.60 32.470
GRP 09	50920 1958.48 24.481	53011 2038.88 25.486	55099 2119.20 26.490	57190 2199.60 27.495	59276 2279.84 28.498	61362 2360.08 29.501	63450 2440.40 30.505	65543 2520.88 31.511	66991 2576.56 32.207	68457 2632.96 32.912	69896 2688.32 33.604	71350 2744.24 34.303	72808 2800.32 35.004
GRP 10	54340 2090.00 26.125	56611 2177.36 27.217	58876 2264.48 28.306	61148 2351.84 29.398	63417 2439.12 30.489	65686 2526.40 31.580	67960 2613.84 32.673	70225 2700.96 33.762	71812 2762.00 34.525	73397 2822.96 35.287	74990 2884.24 36.053	76561 2944.64 36.808	78144 3005.52 37.569
GRP 11	59594 2292.08 28.651	62057 2386.80 29.835	64520 2481.52 31.019	66980 2576.16 32.202	69447 2671.04 33.388	71908 2765.68 34.571	74372 2860.48 35.756	76835 2955.20 36.940	78551 3021.20 37.765	80265 3087.12 38.589	81983 3153.20 39.415	83697 3219.12 40.239	85413 3285.12 41.064
GRP 12	63556 2444.48 30.556	66209 2548.80 31.860	68979 2653.04 33.163	71609 2757.28 34.466	74400 2861.52 35.769	77110 2965.76 37.072	79820 3070.00 38.375	82532 3174.32 39.679	84442 3247.76 40.597	86335 3320.56 41.507	88229 3393.44 42.418	90135 3466.72 43.334	92034 3539.76 44.247
GRP 13	69143 2659.36 33.242	72114 2773.60 34.670	75084 2887.84 36.098	78052 3002.00 37.525	81018 3116.08 38.951	83988 3230.32 40.379	86961 3344.64 41.808	89929 3458.80 43.235	92019 3539.20 44.240	94108 3619.52 45.244	96198 3699.92 46.249	98295 3780.56 47.257	100385 3860.96 48.262
GRP 14	76779 2953.04 36.913	80117 3081.44 38.518	83450 3209.60 40.120	86786 3337.92 41.724	90118 3466.08 43.326	93448 3594.16 44.927	96782 3722.40 46.530	100115 3850.56 48.132	102446 3940.24 49.253	104799 4030.72 50.384	107160 4121.52 51.519	109508 4211.84 52.648	111854 4302.08 53.776
GRP 15	84762 3260.08 40.751	88481 3403.12 42.539	92198 3546.08 44.326	95917 3689.12 46.114	99634 3832.08 47.901	103353 3975.12 49.689	107072 4118.16 51.477	110791 4261.20 53.265	113885 4360.96 54.512	116002 4461.60 55.770	118614 4562.08 57.026	121235 4662.88 58.286	123837 4762.96 59.537
GRP 16	93342 3590.08 44.876	97456 3748.32 46.854	101568 3906.48 48.831	105683 4064.72 50.809	109799 4223.04 52.788	113917 4381.44 54.768	118032 4539.68 56.746	122148 4698.00 58.725	125043 4809.36 60.117	127939 4920.72 61.509	130849 5032.64 62.908	133750 5144.24 64.303	136656 5256.00 65.700
GRP 17	101831 3916.56 48.957	106367 4091.04 51.138	110910 4265.76 53.322	115446 4440.24 55.503	119985 4614.80 57.685	124521 4789.28 59.866	129064 4964.00 62.050	133600 5138.48 64.231	136781 5260.80 65.760	140005 5384.80 67.310	143179 5506.88 68.836	146368 5629.52 70.369	149556 5752.16 71.902
GRP 18	110714 4258.24 53.228	115677 4449.12 55.614	120642 4640.08 58.001	125603 4830.88 60.386	130564 5021.68 62.771	135529 5212.64 65.158	140485 5403.28 67.541	145431 5594.88 69.925	148936 5728.32 71.604	152443 5863.20 73.290	155958 5998.40 74.980	159459 6133.04 76.663	162960 6267.68 78.346
GRP 19	120438 4632.24 57.903	125861 4840.80 60.510	131283 5049.36 63.117	136712 5258.16 65.727	142133 5466.64 68.333	147557 5675.28 70.941	152980 5883.84 73.548	158404 6092.48 76.156	162236 6239.84 77.998	166057 6386.80 79.835	169886 6534.08 81.676	173697 6680.64 83.508	179831 6916.56 86.457
GRP 20	130268 5010.32 62.629	136178 5237.60 65.470	142089 5464.96 68.312	147998 5692.24 71.153	153910 5919.60 73.995	159821 6146.96 76.837	165730 6374.24 79.678	171642 6601.60 82.520	175789 6761.12 84.514	179951 6921.20 86.515	184136 7082.16 88.527	188296 7242.16 90.527	192454 7402.08 92.526
GRP 21	140109 5388.80 67.360	146501 5634.64 70.433	152882 5880.08 73.501	159272 6125.84 76.573	165660 6371.52 79.644	172045 6617.12 82.714	178429 6862.64 85.783	184818 7108.40 88.855	189326 7281.76 91.022	193831 7455.04 93.188	198326 7627.92 95.349	202831 7801.20 97.515	207341 7974.64 99.683
GRP 22	149211 5738.88 71.736	156017 6000.64 75.008	162824 6262.48 78.281	169630 6524.24 81.553	176440 6786.16 84.827	183242 7047.76 88.097	190052 7309.68 91.371	196857 7571.44 94.643	201671 7756.56 96.957	206465 7940.96 99.262	211284 8126.32 101.579	216085 8310.96 103.887	220896 8496.00 106.200

2025	0	1	2	3	4	5	6	7	A	B	C	D	E
GRP 01	35670 1371.92 17.149	36654 1409.76 17.622	37633 1447.44 18.093	38621 1485.44 18.568	39599 1523.04 19.038	40581 1560.80 19.510	41567 1598.72 19.984	42548 1636.48 20.456	43162 1660.08 20.751	43769 1683.44 21.043	44381 1706.96 21.337	44992 1730.48 21.631	45604 1754.00 21.925
GRP 02	36269 1394.96 17.437	37282 1433.92 17.924	38295 1472.88 18.411	39310 1511.92 18.899	40319 1550.72 19.384	41336 1589.84 19.873	42347 1628.72 20.359	43362 1667.76 20.847	44002 1692.40 21.155	44656 1717.52 21.469	45284 1741.68 21.771	45926 1766.40 22.080	46567 1791.04 22.388
GRP 03	37425 1439.44 17.993	38490 1480.40 18.505	39560 1521.52 19.019	40624 1562.48 19.531	41689 1603.44 20.043	42754 1644.40 20.555	43819 1685.36 21.067	44886 1726.40 21.580	45556 1752.16 21.902	46253 1778.96 22.237	46916 1804.48 22.556	47588 1830.32 22.879	48264 1856.32 23.204
GRP 04	38405 1477.12 18.464	39539 1520.72 19.009	40662 1563.92 19.549	41793 1607.44 20.093	42921 1650.80 20.635	44054 1694.40 21.180	45182 1737.76 21.722	46309 1781.12 22.264	47020 1808.48 22.606	47726 1835.60 22.945	48449 1863.44 23.293	49161 1890.80 23.635	49874 1918.24 23.978
GRP 05	40369 1552.64 19.408	41594 1599.76 19.997	42819 1646.88 20.586	44048 1694.16 21.177	45271 1741.20 21.765	46498 1788.40 22.355	47726 1835.60 22.945	48949 1882.64 23.533	49808 1915.68 23.946	50665 1948.64 24.358	51522 1981.60 24.770	52381 2014.64 25.183	53231 2047.36 25.592
GRP 06	43029 1654.96 20.687	44441 1709.28 21.366	45860 1763.84 22.048	47274 1818.24 22.728	48691 1872.72 23.409	50105 1927.12 24.089	51522 1981.60 24.770	52942 2036.24 25.453	54036 2078.32 25.979	55126 2120.24 26.503	56197 2161.44 27.018	57275 2202.88 27.536	58359 2244.56 28.057
GRP 07	45843 1763.20 22.040	47524 1827.84 22.848	49204 1892.48 23.656	50887 1957.20 24.465	52570 2021.92 25.274	54253 2086.64 26.083	55933 2151.28 26.891	57614 2215.92 27.699	58856 2263.68 28.296	60091 2311.20 28.890	61325 2358.64 29.483	62568 2406.48 30.081	63812 2454.32 30.679
GRP 08	48899 1880.72 23.509	50821 1954.64 24.433	52747 2028.72 25.359	54671 2102.72 26.284	56595 2176.72 27.209	58519 2250.72 28.134	60443 2324.72 29.059	62369 2398.80 29.985	63742 2451.60 30.645	65112 2504.32 31.304	66483 2557.04 31.963	67845 2609.44 32.618	69227 2662.56 33.282
GRP 09	52193 2007.44 25.093	54336 2089.84 26.123	56476 2172.16 27.152	58619 2254.56 28.182	60757 2336.80 29.210	62897 2419.12 30.239	65037 2501.44 31.268	67182 2583.92 32.299	68665 2640.96 33.012	70169 2698.80 33.735	71644 2755.52 34.444	73135 2812.88 35.161	74628 2870.32 35.879
GRP 10	55698 2142.24 26.778	58026 2231.76 27.897	60349 2321.12 29.014	62677 2410.64 30.133	65002 2500.08 31.251	67330 2589.60 32.370	69659 2679.20 33.490	71980 2768.48 34.606	73607 2831.04 35.388	75232 2893.52 36.169	76864 2956.32 36.954	78474 3018.24 37.728	80097 3080.64 38.508
GRP 11	61083 2349.36 29.367	63608 2446.48 30.581	66132 2543.52 31.794	68655 2640.56 33.007	71184 2737.84 34.223	73705 2834.80 35.435	76232 2932.00 36.650	78757 3029.12 37.864	80515 3096.72 38.709	82272 3164.32 39.554	84032 3232.00 40.400	85790 3299.60 41.245	87549 3367.28 42.091
GRP 12	65146 2505.60 31.320	67927 2612.56 32.657	70703 2719.36 33.992	73482 2826.24 35.328	76259 2933.04 36.663	79038 3039.92 37.999	81815 3146.72 39.334	84596 3253.68 40.671	86553 3328.96 41.612	88494 3403.60 42.545	90434 3478.24 43.478	92387 3553.36 44.417	94334 3628.24 45.353
GRP 13	70872 2725.84 34.073	73917 2842.96 35.537	76960 2960.00 37.000	80003 3077.04 38.463	83044 3194.00 39.925	86087 3311.04 41.388	89134 3428.24 42.853	92177 3545.28 44.316	94320 3627.68 45.346	96460 3710.00 46.375	98602 3792.40 47.405	100751 3875.04 48.438	102896 3957.52 49.469
GRP 14	78699 3026.88 37.836	82120 3158.48 39.481	85536 3289.84 41.123	88955 3421.36 42.767	92371 3552.72 44.409	95784 3684.00 46.050	99201 3815.44 47.693	102617 3946.80 49.335	105007 4038.72 50.484	107420 4131.52 51.644	109839 4224.56 52.807	112245 4317.12 53.964	114650 4409.60 55.120
GRP 15	86882 3341.60 41.770	90692 3488.16 43.602	94503 3634.72 45.434	98315 3781.36 47.267	102126 3927.92 49.099	105936 4074.48 50.931	109749 4221.12 52.764	113562 4367.76 54.597	116220 4470.00 55.875	118901 4573.12 57.164	121580 4676.16 58.452	124265 4779.44 59.743	126932 4882.00 61.025
GRP 16	95676 3679.84 45.998	99892 3842.00 48.025	104108 4004.16 50.052	108324 4166.32 52.079	112545 4328.64 54.108	116765 4490.96 56.137	120983 4653.20 58.165	125201 4815.44 60.193	128170 4929.60 61.620	131138 5043.76 63.047	134120 5158.48 64.481	137095 5272.88 65.911	140073 5387.44 67.343
GRP 17	104376 4014.48 50.181	109025 4193.28 52.416	113682 4372.40 54.655	118333 4551.28 56.891	122984 4730.16 59.127	127635 4909.04 61.363	132290 5088.08 63.601	136941 5266.96 65.837	140200 5392.32 67.404	143505 5519.44 68.993	146759 5644.56 70.557	150026 5770.24 72.128	153296 5896.00 73.700
GRP 18	113483 4364.72 54.559	118568 4560.32 57.004	123658 4756.08 59.451	128744 4951.68 61.896	133827 5147.20 64.340	138917 5342.96 66.787	143998 5538.40 69.230	148852 5723.52 71.679	152660 5871.52 73.394	156254 6009.76 75.122	159858 6148.40 76.855	163446 6286.40 78.580	167034 6424.40 80.305
GRP 19	123450 4748.08 59.351	129008 4961.84 62.023	134566 5175.60 64.695	140130 5389.60 67.370	145685 5603.28 70.041	151247 5817.20 72.715	156805 6030.96 75.387	162365 6244.80 78.060	166292 6395.84 79.948	170208 6546.48 81.831	174133 6697.44 83.718	178040 6847.68 85.596	184325 7089.44 88.618
GRP 20	133526 5135.60 64.195	139583 5368.56 67.107	145642 5601.60 70.020	151699 5834.56 72.932	157758 6067.60 75.845	163817 6300.64 78.758	169874 6533.60 81.670	175933 6766.64 84.583	180184 6930.16 86.627	184450 7094.24 88.678	188739 7259.20 90.740	193003 7423.20 92.790	197265 7587.12 94.839
GRP 21	143612 5523.52 69.044	150164 5775.52 72.194	156705 6027.12 75.339	163253 6278.96 78.487	169801 6530.80 81.635	176347 6782.56 84.782	182890 7034.24 87.928	189438 7286.08 91.076	194060 7463.84 93.298	198677 7641.44 95.518	203285 7818.64 97.733	207902 7996.24 99.953	212524 8174.00 102.175
GRP 22	152940 5882.32 73.529	159917 6150.64 76.883	166895 6419.04 80.238	173871 6687.36 83.592	180852 6955.84 86.948	187822 7223.92 90.299	194802 7492.40 93.655	201779 7760.72 97.009	206712 7950.48 99.381	211628 8139.52 101.744	216565 8329.44 104.118	221487 8518.72 106.484	226418 8708.40 108.855

2026	0	1	2	3	4	5	6	7	A	B	C	D	E
GRP 01	36562 1406.24 17.578	37571 1445.04 18.063	38574 1483.60 18.545	39587 1522.56 19.032	40589 1561.12 19.514	41596 1599.84 19.998	42607 1638.72 20.484	43611 1677.36 20.967	44242 1701.60 21.270	44864 1725.52 21.569	45490 1749.60 21.870	46118 1773.76 22.172	46744 1797.84 22.473
GRP 02	37176 1429.84 17.873	38214 1469.76 18.372	39252 1509.68 18.871	40292 1549.68 19.371	41328 1589.52 19.869	42370 1629.60 20.370	43405 1669.44 20.868	44445 1709.44 21.368	45103 1734.72 21.684	45772 1760.48 22.006	46415 1785.20 22.315	47075 1810.56 22.632	47732 1835.84 22.948
GRP 03	38361 1475.44 18.443	39453 1517.44 18.968	40548 1559.52 19.494	41640 1601.52 20.019	42732 1643.52 20.544	43824 1685.52 21.069	44916 1727.52 21.594	46010 1769.60 22.120	46696 1796.00 22.450	47409 1823.44 22.793	48090 1849.60 23.120	48778 1876.08 23.451	49471 1902.72 23.784
GRP 04	39366 1514.08 18.926	40527 1558.72 19.484	41679 1603.04 20.038	42838 1647.60 20.595	43994 1692.08 21.151	45157 1736.80 21.710	46311 1781.20 22.265	47468 1825.68 22.821	48196 1853.68 23.171	48920 1881.52 23.519	49660 1910.00 23.875	50390 1938.08 24.226	51120 1966.16 24.577
GRP 05	41377 1591.44 19.893	42634 1639.76 20.497	43890 1688.08 21.101	45148 1736.48 21.706	46403 1784.72 22.309	47661 1833.12 22.914	48920 1881.52 23.519	50172 1929.68 24.121	51054 1963.60 24.545	51931 1997.36 24.967	52809 2031.12 25.389	53691 2065.04 25.813	54563 2098.56 26.232
GRP 06	44104 1696.32 21.204	45552 1752.00 21.900	47006 1807.92 22.599	48456 1863.68 23.296	49908 1919.52 23.994	51357 1975.28 24.691	52809 2031.12 25.389	54265 2087.12 26.089	55386 2130.24 26.628	56505 2173.28 27.166	57601 2215.44 27.693	58706 2257.92 28.224	59817 2300.64 28.758
GRP 07	46089 1807.28 22.591	47012 1873.52 23.419	50434 1939.76 24.247	52160 2006.16 25.077	53884 2072.48 25.906	55609 2138.80 26.735	57331 2205.04 27.563	59053 2271.28 28.391	60326 2320.24 29.003	61593 2368.96 29.612	62858 2417.60 30.220	64133 2466.64 30.833	65400 2515.68 31.446
GRP 08	50122 1927.76 24.097	52092 2003.52 25.044	54065 2079.44 25.993	56037 2155.28 26.941	58009 2231.12 27.889	59981 2306.96 28.837	61953 2382.80 29.785	63929 2458.80 30.735	65335 2512.88 31.411	66741 2566.96 32.087	68145 2620.96 32.762	69541 2674.64 33.433	70957 2729.12 34.114
GRP 09	53498 2057.60 25.720	55694 2142.08 26.776	57888 2226.48 27.831	60085 2310.96 28.887	62275 2395.20 29.940	64470 2479.60 30.995	66664 2564.00 32.050	68860 2648.48 33.106	70381 2706.96 33.837	71922 2766.24 34.578	73434 2824.40 35.305	74963 2883.20 36.040	76494 2942.08 36.776
GRP 10	57090 2195.76 27.447	59476 2287.52 28.594	61857 2379.12 29.739	64243 2470.88 30.886	66627 2562.56 32.032	69012 2654.32 33.179	71400 2746.16 34.327	73780 2837.68 35.471	75448 2901.84 36.273	77112 2965.84 37.073	78786 3030.24 37.878	80436 3093.68 38.671	82100 3157.68 39.471
GRP 11	62610 2408.08 30.101	65200 2507.68 31.346	67785 2607.12 32.589	70371 2706.56 33.832	72964 2806.32 35.079	75548 2905.68 36.321	78137 3005.28 37.566	80727 3104.88 38.811	82528 3174.16 39.677	84329 3243.44 40.543	86133 3312.80 41.410	87934 3382.08 42.276	89737 3451.44 43.143
GRP 12	66774 2568.24 32.103	69624 2677.84 33.473	72471 2787.36 34.842	75319 2896.88 36.211	78166 3006.40 37.580	81014 3115.92 38.949	83859 3225.36 40.317	86711 3335.04 41.688	88716 3412.16 42.652	90707 3488.72 43.609	92695 3565.20 44.565	94696 3642.16 45.527	96693 3718.96 46.487
GRP 13	72644 2794.00 34.925	75764 2914.00 36.425	78884 3034.00 37.925	82004 3154.00 39.425	85120 3273.84 40.923	88240 3393.84 42.423	91362 3513.92 43.924	94482 3633.92 45.424	96678 3718.40 46.480	98871 3802.72 47.534	101067 3887.20 48.590	103270 3971.92 49.649	105468 4056.48 50.706
GRP 14	80667 3102.56 38.782	84173 3237.44 40.468	87674 3372.08 42.151	91179 3506.88 43.836	94680 3641.52 45.519	98178 3776.08 47.201	101681 3910.80 48.885	105181 4045.44 50.568	107632 4139.68 51.746	110105 4234.80 52.935	112584 4330.16 54.127	115051 4425.04 55.313	117516 4519.84 56.498
GRP 15	89053 3425.12 42.814	92959 3575.36 44.692	96866 3725.60 46.570	100774 3875.92 48.449	104678 4026.08 50.326	108584 4176.32 52.204	112493 4326.64 54.083	116401 4476.96 55.962	119126 4581.76 57.272	121873 4687.44 58.593	124619 4793.04 59.913	127373 4898.96 61.237	130106 5004.08 62.551
GRP 16	98068 3771.84 47.148	102390 3938.08 49.226	106710 4104.24 51.303	111032 4270.48 53.381	115359 4436.88 55.461	119683 4603.20 57.540	124008 4769.52 59.619	128332 4935.84 61.698	131375 5052.88 63.161	134416 5169.84 64.623	137473 5287.44 66.093	140523 5404.72 67.559	143576 5522.16 69.027
GRP 17	106987 4114.88 51.436	111750 4298.08 53.726	116524 4481.68 56.021	121291 4665.04 58.313	126058 4848.40 60.605	130826 5031.76 62.897	135597 5215.28 65.191	140365 5398.64 67.483	143705 5527.12 69.089	147093 5657.44 70.718	150428 5785.68 72.321	153776 5914.48 73.931	157129 6043.44 75.543
GRP 18	116320 4473.84 55.923	121532 4674.32 58.429	126749 4874.96 60.937	131961 5075.44 63.443	137174 5275.92 65.949	142391 5476.56 68.457	147599 5676.88 70.961	152733 5877.20 73.465	156476 6018.32 75.229	160160 6160.00 77.000	163854 6302.08 78.776	167534 6443.60 80.545	171211 6585.04 82.313
GRP 19	126537 4866.80 60.835	132234 5085.92 63.574	137929 5304.96 66.312	143632 5524.32 69.054	149327 5743.36 71.792	155029 5962.64 74.533	160726 6181.76 77.272	166425 6400.96 80.012	170450 6555.76 81.947	174464 6710.16 83.877	178487 6864.88 85.811	182491 7018.88 87.736	188933 7266.64 90.833
GRP 20	136864 5264.00 65.800	143073 5502.80 68.785	149284 5741.68 71.771	155490 5980.40 74.755	161701 6219.28 77.741	167912 6458.16 80.727	174121 6696.96 83.712	180332 6935.84 86.698	184689 7103.44 88.793	189062 7271.60 90.895	193459 7440.72 93.009	197829 7608.80 95.110	202197 7776.80 97.210
GRP 21	147202 5661.60 70.770	153918 5919.92 73.999	160622 6177.76 77.222	167334 6435.92 80.449	174046 6694.08 83.676	180756 6952.16 86.902	187462 7210.08 90.126	194174 7468.24 93.353	198910 7650.40 95.630	203644 7832.48 97.906	208366 8014.08 100.176	213100 8196.16 102.452	217836 8378.32 104.729
GRP 22	156763 6029.36 75.367	163914 6304.40 78.805	171068 6579.52 82.244	178219 6854.56 85.682	185374 7129.76 89.122	192516 7404.48 92.556	199672 7679.68 95.996	206823 7954.72 99.434	211881 8149.28 101.866	216919 8343.04 104.288	221980 8537.68 106.721	227024 8731.68 109.146	232078 8926.08 111.576

2022 Parks and Highways

	0	1	2	3	4	5	6	7	A	B	C	D	E
GRP 03	37904		39397	40144	40889	41637	42384	43133	43977	44791	45685	46546	47397
	1457.84		1515.28	1544.00	1572.64	1601.44	1630.16	1658.96	1691.44	1722.72	1757.12	1790.24	1822.96
	18.223		18.941	19.300	19.658	20.018	20.377	20.737	21.143	21.534	21.964	22.378	22.787
GRP 04	40410	41436	42459	43482	44508	45533	46559	47580	48709	49706	50819	51898	52986
	1554.24	1593.68	1633.04	1672.40	1711.84	1751.28	1790.72	1830.00	1873.44	1911.76	1954.56	1996.08	2037.92
	19.428	19.921	20.413	20.905	21.398	21.891	22.384	22.875	23.418	23.897	24.432	24.951	25.474
GRP 05	40581	41608	42640	43665	44695	45725	46754	47782	48874	49870	50987	52071	53142
	1560.80	1600.32	1640.00	1679.44	1719.04	1758.64	1798.24	1837.76	1879.76	1918.08	1961.04	2002.72	2043.92
	19.510	20.004	20.500	20.993	21.488	21.983	22.478	22.972	23.497	23.976	24.513	25.034	25.549
GRP 06	43187	44443	45702	46958	48214	49477	50733	51990	53244	54475	55742	56996	58860
	1661.04	1709.36	1757.76	1806.08	1854.40	1902.96	1951.28	1999.60	2047.84	2095.20	2143.92	2192.16	2263.84
	20.763	21.367	21.972	22.576	23.180	23.787	24.391	24.995	25.598	26.190	26.799	27.402	28.298
GRP 07	43349	44610	45868	47127	48387	49643	50902	52158	53414	54646	55915	57169	59001
	1667.28	1715.76	1764.16	1812.56	1861.04	1909.36	1957.76	2006.08	2054.40	2101.76	2150.56	2198.80	2269.28
	20.841	21.447	22.052	22.657	23.263	23.867	24.472	25.076	25.680	26.272	26.882	27.485	28.366
GRP 08	45827	47278	48730	50182	51636	53086	54540	55992	57312	58625	60118	61497	62891
	1762.56	1818.40	1874.24	1930.08	1986.00	2041.76	2097.68	2153.52	2204.32	2254.80	2312.24	2365.28	2418.88
	22.032	22.730	23.428	24.126	24.825	25.522	26.221	26.919	27.554	28.185	28.903	29.566	30.236
GRP 09	45995	47447	48897	50351	51804	53258	54710	56162	57483	58795	60285	61666	63043
	1769.04	1824.88	1880.64	1936.56	1992.48	2048.40	2104.24	2160.08	2210.88	2261.36	2318.64	2371.76	2424.72
	22.113	22.811	23.508	24.207	24.906	25.605	26.303	27.001	27.636	28.267	28.983	29.647	30.309
GRP 10	47934	49504	51072	52643	54215	55786	57354	58924	60409	61807	63371	64861	66666
	1843.60	1904.00	1964.32	2024.72	2085.20	2145.60	2205.92	2266.32	2323.44	2377.20	2437.36	2494.64	2564.08
	23.045	23.800	24.554	25.309	26.065	26.820	27.574	28.329	29.043	29.715	30.467	31.183	32.051
GRP 11	49870	51559	53248	54935	56624	58311	59998	61687	63336	64819	66458	68053	70289
	1918.08	1983.04	2048.00	2112.88	2177.84	2242.72	2307.60	2372.56	2436.00	2493.04	2556.08	2617.44	2703.44
	23.976	24.788	25.600	26.411	27.223	28.034	28.845	29.657	30.450	31.163	31.951	32.718	33.793

2023 Parks and Highways

	0	1	2	3	4	5	6	7	A	B	C	D	E
GRP 03	39231		40776	41550	42320	43096	43867	44643	45517	46359	47285	48175	49057
	1508.88		1568.32	1598.08	1627.68	1657.52	1687.20	1717.04	1750.64	1783.04	1818.64	1852.88	1886.80
	18.861		19.604	19.976	20.346	20.719	21.090	21.463	21.883	22.288	22.733	23.161	23.585
GRP 04	41825	42885	43944	45005	46066	47127	48187	49246	50415	51445	52597	53714	54841
	1608.64	1649.44	1690.16	1730.96	1771.76	1812.56	1853.36	1894.08	1939.04	1978.64	2022.96	2065.92	2109.28
	20.108	20.618	21.127	21.637	22.147	22.657	23.167	23.676	24.238	24.733	25.287	25.824	26.366
GRP 05	42001	43064	44133	45194	46259	47324	48391	49454	50584	51615	52772	53893	55001
	1615.44	1656.32	1697.44	1738.24	1779.20	1820.16	1861.20	1902.08	1945.52	1985.20	2029.68	2072.80	2115.44
	20.193	20.704	21.218	21.728	22.240	22.752	23.265	23.776	24.319	24.815	25.371	25.910	26.443
GRP 06	44699	45999	47301	48601	49901	51210	52510	53810	55108	56383	57693	58991	60919
	1719.20	1769.20	1819.28	1869.28	1919.28	1969.60	2019.60	2069.60	2119.52	2168.56	2218.96	2268.88	2343.04
	21.490	22.115	22.741	23.366	23.991	24.620	25.245	25.870	26.494	27.107	27.737	28.361	29.288
GRP 07	44866	46172	47474	48776	50080	51380	52684	53984	55284	56559	57872	59170	61067
	1725.60	1775.84	1825.92	1876.00	1926.16	1976.16	2026.32	2076.32	2126.32	2175.36	2225.84	2275.76	2348.72
	21.570	22.198	22.824	23.450	24.077	24.702	25.329	25.954	26.579	27.192	27.823	28.447	29.359
GRP 08	47430	48934	50436	51938	53444	54943	56449	57951	59317	60676	62223	63650	65092
	1824.24	1882.08	1939.84	1997.60	2055.52	2113.20	2171.12	2228.88	2281.44	2333.68	2393.20	2448.08	2503.52
	22.803	23.526	24.248	24.970	25.694	26.415	27.139	27.861	28.518	29.171	29.915	30.601	31.294
GRP 09	47605	49107	50608	52112	53618	55122	56626	58128	59494	60852	62394	63825	65250
	1830.96	1888.72	1946.48	2004.32	2062.24	2120.08	2177.92	2235.68	2288.24	2340.48	2399.76	2454.80	2509.60
	22.887	23.609	24.331	25.054	25.778	26.501	27.224	27.946	28.603	29.256	29.997	30.685	31.370
GRP 10	49612	51237	52859	54486	56112	57739	59361	60988	62525	63970	65589	67130	69000
	1908.16	1970.64	2033.04	2095.60	2158.16	2220.72	2283.12	2345.68	2404.80	2460.40	2522.64	2581.92	2653.84
	23.852	24.633	25.413	26.195	26.977	27.759	28.539	29.321	30.060	30.755	31.533	32.274	33.173
GRP 11	51615	53364	55112	56857	58606	60351	62098	63846	65553	67088	68784	70435	72750
	1985.20	2052.48	2119.68	2186.80	2254.08	2321.20	2388.40	2455.60	2521.28	2580.32	2645.52	2709.04	2798.08
	24.815	25.656	26.496	27.335	28.176	29.015	29.855	30.695	31.516	32.254	33.069	33.863	34.976

2024 Parks and Highways

	0	1	2	3	4	5	6	7	A	B	C	D	E
GRP 03	40213		41796	42588	43378	44173	44963	45760	46654	47518	48466	49379	50284
	1546.64		1607.52	1638.00	1668.40	1698.96	1729.36	1760.00	1794.40	1827.60	1864.08	1899.20	1934.00
	19.333		20.094	20.475	20.855	21.237	21.617	22.000	22.430	22.845	23.301	23.740	24.175
GRP 04	42871	43957	45042	46130	47218	48304	49392	50477	51676	52730	53912	55058	56212
	1648.88	1690.64	1732.40	1774.24	1816.08	1857.84	1899.68	1941.44	1987.52	2028.08	2073.52	2117.60	2162.00
	20.611	21.133	21.655	22.178	22.701	23.223	23.746	24.268	24.844	25.351	25.919	26.470	27.025
GRP 05	43052	44142	45236	46324	47416	48508	49602	50690	51848	52905	54090	55241	56376
	1655.84	1697.76	1739.84	1781.68	1823.68	1865.68	1907.76	1949.60	1994.16	2034.80	2080.40	2124.64	2168.32
	20.698	21.222	21.748	22.271	22.796	23.321	23.847	24.370	24.927	25.435	26.005	26.558	27.104
GRP 06	45816	47149	48485	49816	51149	52491	53822	55155	56484	57793	59134	60466	62442
	1762.16	1813.44	1864.80	1916.00	1967.28	2018.88	2070.08	2121.36	2172.48	2222.80	2274.40	2325.60	2401.60
	22.027	22.668	23.310	23.950	24.591	25.236	25.876	26.517	27.156	27.785	28.430	29.070	30.020
GRP 07	45987	47326	48662	49995	51332	52666	54001	55334	56665	57974	59320	60649	62593
	1768.72	1820.24	1871.60	1922.88	1974.32	2025.60	2076.96	2128.24	2179.44	2229.76	2281.52	2332.64	2407.44
	22.109	22.753	23.395	24.036	24.679	25.320	25.962	26.603	27.243	27.872	28.519	29.158	30.093
GRP 08	48616	50157	51696	53236	54779	56316	57859	59401	60800	62192	63779	65241	66718
	1869.84	1929.12	1988.32	2047.52	2106.88	2166.00	2225.36	2284.64	2338.48	2392.00	2453.04	2509.28	2566.08
	23.373	24.114	24.854	25.594	26.336	27.075	27.817	28.558	29.231	29.900	30.663	31.366	32.076
GRP 09	48795	50334	51873	53414	54958	56501	58042	59582	60981	62373	63954	65420	66880
	1876.72	1935.92	1995.12	2054.40	2113.76	2173.12	2232.40	2291.60	2345.44	2398.96	2459.76	2516.16	2572.32
	23.459	24.199	24.939	25.680	26.422	27.164	27.905	28.645	29.318	29.987	30.747	31.452	32.154
GRP 10	50852	52518	54180	55848	57514	59182	60844	62512	64089	65570	67228	68808	70724
	1955.84	2019.92	2083.84	2148.00	2212.08	2276.24	2340.16	2404.32	2464.96	2521.92	2585.68	2646.48	2720.16
	24.448	25.249	26.048	26.850	27.651	28.453	29.252	30.054	30.812	31.524	32.321	33.081	34.002
GRP 11	52905	54698	56489	58277	60070	61859	63650	65441	67192	68765	70504	72197	74568
	2034.80	2103.76	2172.64	2241.44	2310.40	2379.20	2448.08	2516.96	2584.32	2644.80	2711.68	2776.80	2868.00
	25.435	26.297	27.158	28.018	28.880	29.740	30.601	31.462	32.304	33.060	33.896	34.710	35.850

2025 Parks and Highways

	0	1	2	3	4	5	6	7	A	B	C	D	E
GRP 03	41217		42840	43653	44462	45277	46087	46904	47821	48705	49679	50615	51540
	1585.28		1647.68	1678.96	1710.08	1741.44	1772.56	1804.00	1839.28	1873.28	1910.72	1946.72	1982.32
	19.816		20.596	20.987	21.376	21.768	22.157	22.550	22.991	23.416	23.884	24.334	24.779
GRP 04	43942	45055	46168	47283	48400	49512	50627	51740	52967	54049	55259	56435	57618
	1690.08	1732.88	1775.68	1818.56	1861.52	1904.32	1947.20	1990.00	2037.20	2078.80	2125.36	2170.56	2216.08
	21.126	21.661	22.196	22.732	23.269	23.804	24.340	24.875	25.465	25.985	26.567	27.132	27.701
GRP 05	44127	45246	46367	47482	48601	49720	50841	51956	53144	54228	55442	56622	57787
	1697.20	1740.24	1783.36	1826.24	1869.28	1912.32	1955.44	1998.32	2044.00	2085.68	2132.40	2177.76	2222.56
	21.215	21.753	22.292	22.828	23.366	23.904	24.443	24.979	25.550	26.071	26.655	27.222	27.782
GRP 06	46962	48329	49697	51062	52428	53803	55168	56534	57897	59238	60613	61978	64004
	1806.24	1858.80	1911.44	1963.92	2016.48	2069.36	2121.84	2174.40	2226.80	2278.40	2331.28	2383.76	2461.68
	22.578	23.235	23.893	24.549	25.206	25.867	26.523	27.180	27.835	28.480	29.141	29.797	30.771
GRP 07	47137	48510	49878	51245	52616	53982	55351	56717	58082	59424	60803	62165	64158
	1812.96	1865.76	1918.40	1970.96	2023.68	2076.24	2128.88	2181.44	2233.92	2285.52	2338.56	2390.96	2467.60
	22.662	23.322	23.980	24.637	25.296	25.953	26.611	27.268	27.924	28.569	29.232	29.887	30.845
GRP 08	49831	51411	52988	54567	56148	57724	59305	60886	62321	63748	65374	66872	68386
	1916.56	1977.36	2038.00	2098.72	2159.52	2220.16	2280.96	2341.76	2396.96	2451.84	2514.40	2572.00	2630.24
	23.957	24.717	25.475	26.234	26.994	27.752	28.512	29.272	29.962	30.648	31.430	32.150	32.878
GRP 09	50014	51592	53169	54750	56333	57913	59494	61071	62506	63933	65553	67055	68553
	1923.60	1984.32	2044.96	2105.76	2166.64	2227.44	2288.24	2348.88	2404.08	2458.96	2521.28	2579.04	2636.64
	24.045	24.804	25.562	26.322	27.083	27.843	28.603	29.361	30.051	30.737	31.516	32.238	32.958
GRP 10	52123	53830	55534	57244	58951	60661	62365	64074	65691	67209	68908	70529	72492
	2004.72	2070.40	2135.92	2201.68	2267.36	2333.12	2398.64	2464.40	2526.56	2584.96	2650.32	2712.64	2788.16
	25.059	25.880	26.699	27.521	28.342	29.164	29.983	30.805	31.582	32.312	33.129	33.908	34.852
GRP 11	54228	56064	57901	59733	61572	63407	65241	67078	68873	70485	72265	74002	76432
	2085.68	2156.32	2226.96	2297.44	2368.16	2438.72	2509.28	2579.92	2648.96	2710.96	2779.44	2846.24	2939.68
	26.071	26.954	27.837	28.718	29.602	30.484	31.366	32.249	33.112	33.887	34.743	35.578	36.746

2026 Parks and Highways

	0	1	2	3	4	5	6	7	A	B	C	D	E
GRP 03	42247		43911	44745	45573	46409	47239	48077	49017	49922	50920	51879	52828
	1624.88		1688.88	1720.96	1752.80	1784.96	1816.88	1849.12	1885.28	1920.08	1958.48	1995.36	2031.84
	20.311		21.111	21.512	21.910	22.312	22.711	23.114	23.566	24.001	24.481	24.942	25.398
GRP 04	45040	46182	47322	48464	49610	50750	51894	53034	54292	55401	56640	57845	59060
	1732.32	1776.24	1820.08	1864.00	1908.08	1951.92	1995.92	2039.76	2088.16	2130.80	2178.48	2224.80	2271.52
	21.654	22.203	22.751	23.300	23.851	24.399	24.949	25.497	26.102	26.635	27.231	27.810	28.394
GRP 05	45230	46378	47526	48670	49816	50964	52112	53254	54473	55584	56828	58038	59232
	1739.60	1783.76	1827.92	1871.92	1916.00	1960.16	2004.32	2048.24	2095.12	2137.84	2185.68	2232.24	2278.16
	21.745	22.297	22.849	23.399	23.950	24.502	25.054	25.603	26.189	26.723	27.321	27.903	28.477
GRP 06	48135	49537	50939	52339	53739	55149	56547	57949	59344	60719	62130	63527	65603
	1851.36	1905.28	1959.20	2013.04	2066.88	2121.12	2174.88	2228.80	2282.48	2335.36	2389.60	2443.36	2523.20
	23.142	23.816	24.490	25.163	25.836	26.514	27.186	27.860	28.531	29.192	29.870	30.542	31.540
GRP 07	48316	49722	51126	52526	53930	55332	56734	58136	59534	60909	62323	63719	65761
	1858.32	1912.40	1966.40	2020.24	2074.24	2128.16	2182.08	2236.00	2289.76	2342.64	2397.04	2450.72	2529.28
	23.229	23.905	24.580	25.253	25.928	26.602	27.276	27.950	28.622	29.283	29.963	30.634	31.616
GRP 08	51076	52697	54313	55931	57552	59168	60788	62408	63879	65341	67009	68544	70096
	1964.48	2026.80	2088.96	2151.20	2213.52	2275.68	2338.00	2400.32	2456.88	2513.12	2577.28	2636.32	2696.00
	24.556	25.335	26.112	26.890	27.669	28.446	29.225	30.004	30.711	31.414	32.216	32.954	33.700
GRP 09	51264	52882	54498	56118	57741	59361	60981	62598	64068	65530	67192	68732	70267
	1971.68	2033.92	2096.08	2158.40	2220.80	2283.12	2345.44	2407.60	2464.16	2520.40	2584.32	2643.52	2702.56
	24.646	25.424	26.201	26.980	27.760	28.539	29.318	30.095	30.802	31.505	32.304	33.044	33.782
GRP 10	53425	55176	56921	58675	60426	62177	63925	65676	67334	68890	70631	72292	74304
	2054.80	2122.16	2189.28	2256.72	2324.08	2391.44	2458.64	2526.00	2589.76	2649.60	2716.56	2780.48	2857.84
	25.685	26.527	27.366	28.209	29.051	29.893	30.733	31.575	32.372	33.120	33.957	34.756	35.723
GRP 11	55584	57466	59349	61227	63111	64992	66872	68754	70595	72247	74073	75851	78343
	2137.84	2210.24	2282.64	2354.88	2427.36	2499.68	2572.00	2644.40	2715.20	2778.72	2848.96	2917.36	3013.20
	26.723	27.628	28.533	29.436	30.342	31.246	32.150	33.055	33.940	34.734	35.612	36.467	37.665

ECC PAY ONLY

Report: ZTRV PAYSCALE REPORT
 System: QAS/100/ZHR_PAYSCALES
 User: BARCAM

Pay Scale Report
 Pay Area: 10: AFSCME

Pay Scale Type: AFSCME

Page: 1
 Date: 01/01/2018
 Time: 17:11:57

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GRP 01	26990 1038.08 12.976	27043 1070.88 13.366	28694 1103.60 13.795	29546 1136.40 14.205	30397 1169.12 14.614	31248 1201.84 15.023	32101 1234.64 15.433	32951 1267.36 15.842	33804 1299.88 16.251	34657 1332.40 16.660	35509 1364.96 17.069	36362 1397.44 17.478	37215 1430.00 17.887
GRP 02	27510 1058.08 13.226	28388 1091.84 13.648	29266 1125.60 14.070	30143 1159.36 14.492	31021 1193.12 14.914	31899 1226.88 15.336	32779 1260.72 15.759	33656 1294.48 16.181	34534 1328.24 16.604	35412 1361.92 17.027	36290 1395.68 17.450	37168 1429.44 17.873	38046 1463.20 18.296
GRP 03	28513 1096.64 13.708	29426 1132.16 14.152	30360 1167.68 14.596	31283 1203.20 15.040	32207 1238.72 15.484	33130 1274.24 15.928	34054 1309.76 16.372	34977 1345.28 16.816	35900 1380.80 17.260	36824 1416.32 17.704	37747 1451.84 18.148	38671 1487.36 18.592	39594 1522.88 19.036
GRP 04	29363 1129.36 14.117	30341 1166.96 14.587	31319 1204.56 15.057	32296 1242.16 15.527	33276 1279.84 15.998	34256 1317.44 16.468	35233 1355.12 16.939	36211 1392.72 17.409	37189 1430.40 17.880	38167 1468.00 18.350	39145 1505.60 18.821	40123 1543.20 19.291	41101 1580.80 19.762
GRP 05	31061 1194.64 14.933	32124 1239.92 15.444	33186 1276.40 15.955	34249 1317.28 16.466	35310 1358.08 16.976	36373 1398.96 17.487	37436 1439.84 17.998	38499 1480.72 18.509	39562 1521.60 19.020	40625 1562.48 19.531	41688 1603.36 20.042	42751 1644.24 20.553	43814 1685.12 21.064
GRP 06	33367 1283.36 16.042	34592 1330.48 16.631	35822 1377.76 17.222	37047 1424.80 17.811	38276 1472.16 18.402	39501 1519.28 18.991	40731 1566.56 19.582	41958 1613.76 20.172	43185 1660.96 20.763	44412 1708.32 21.354	45640 1755.68 21.945	46867 1803.04 22.536	48094 1850.40 23.127
GRP 07	35809 1377.20 17.216	37265 1433.28 17.916	38721 1489.28 18.616	40179 1545.36 19.317	41637 1601.44 20.018	43093 1657.44 20.718	44549 1713.44 21.418	46008 1769.52 22.119	47463 1825.60 22.820	48919 1881.68 23.521	50375 1937.76 24.222	51831 1993.84 24.923	53287 2049.92 25.624
GRP 08	38455 1479.04 18.488	40121 1543.12 19.289	41789 1607.28 20.091	43457 1671.44 20.893	45124 1735.52 21.694	46792 1799.68 22.496	48460 1863.84 23.298	50128 1928.00 24.100	51796 1992.16 24.902	53464 2056.32 25.704	55132 2120.48 26.506	56800 2184.64 27.308	58468 2248.80 28.110
GRP 09	41311 1588.88 19.861	43166 1660.24 20.783	45022 1731.60 21.645	46877 1802.96 22.537	48730 1874.24 23.428	50586 1945.60 24.320	52441 2016.96 25.212	54296 2088.32 26.104	56151 2169.68 26.996	58006 2240.96 27.888	59861 2312.32 28.780	61716 2383.60 29.672	63571 2454.88 30.564
GRP 10	44348 1705.68 21.321	46363 1783.20 22.290	48379 1860.72 23.259	50394 1938.24 24.228	52410 2015.76 25.197	54427 2093.36 26.167	56443 2170.88 27.136	58459 2248.40 28.105	60475 2326.96 29.074	62491 2405.52 29.946	64507 2484.08 30.818	66523 2562.64 31.690	68539 2641.20 32.562
GRP 11	49015 1885.20 23.565	51203 1969.36 24.617	53389 2053.44 25.668	55578 2137.60 26.720	57766 2221.76 27.772	59952 2305.84 28.823	62140 2390.00 29.875	64326 2474.08 30.926	66512 2558.16 31.978	68698 2642.24 33.030	70884 2730.40 34.082	73070 2818.56 35.134	75256 2906.72 36.236
GRP 12	52535 2020.56 25.257	54943 2113.20 26.415	57352 2205.84 27.573	59766 2298.32 28.729	62180 2390.80 29.887	64594 2483.36 31.045	66998 2575.84 32.202	69402 2668.32 33.354	71806 2759.84 34.456	74210 2851.36 35.558	76614 2943.84 36.660	79018 3036.32 37.762	81422 3128.80 38.864
GRP 13	57495 2211.36 27.642	60133 2312.80 28.910	62772 2414.32 30.179	65410 2515.76 31.447	68048 2617.12 32.714	70686 2718.56 33.862	73324 2820.00 35.251	75962 2921.44 36.519	78600 3022.88 37.662	81238 3124.32 38.814	83876 3226.72 40.066	86514 3328.16 41.318	89152 3429.60 42.570

