

COLLECTIVE BARGAINING AGREEMENT

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

And

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.,
LOCAL 1000 AFSCME, AFL-CIO
CORRECTIONS UNIT 6734 OF LOCAL 815

CSEA

Covering the Calendar Years
2022 – 2026

John DiMartino, Unit President

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LEGISLATIVE REVIEW

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

STATEMENT OF PURPOSE

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

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

Now, therefore, it is mutually agreed as follows:

ARTICLE I - RECOGNITION

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

Section 1.2: The CSEA agrees that it will not interfere with, coerce, or intimidate any employee into joining the CSEA. The CSEA recognizes that no employee is required to join a union, but that every employee has a right to choose one of his/her own free will as to whether or not he/she will or will not join a union. The CSEA further agrees that there will be no interference with the free right of any employee of the County to enter and leave its facilities and properties unmolested.

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

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

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

ARTICLE II - DEFINITIONS

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

1. "County" or "Employer" means County of Erie and the Sheriff of Erie County, as joint employers.
2. "Union" or "C.S.E.A." means Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Erie County Corrections Unit of Local 815.
3. "Employee" or "Employees" means only those individuals who hold a full-time permanent, temporary and/or provisional position covered by the bargaining unit herein.
4. "Bargaining Unit" means the certified bargaining unit which is composed of only those employees as defined above and individuals who hold certain regular part-time positions (20 working hours or more per week) both of whose titles appear in Appendix A attached hereto.
5. "Position" means one of the positions included under one class title in the Plan of Class titles and Salary Ranges.
6. "Class" means a group of similar positions included under the same title in the Plan of Class titles and Salary Ranges.
7. "Salary Range" means the range of compensation, as appears in Appendix B.
8. "Job Group" means a group of classes of positions allocated to the same salary range in the Plan of Class Titles and Salary Ranges.
9. "Increment" means the annual increment as provided in the table of increments for Job Groups in the Plan of Class Titles and Salary Ranges in the Corrections Unit.
10. "Increment Step" means the point in the increment scale reached through successive periods of actual service, as designated in Appendix B.
11. "Open Competitive List" means an eligible list resulting from an open competitive civil service examination.
12. "Promotion List" means an eligible list resulting from a promotional civil service examination.
13. "Appointing Authority" means the person or body ultimately responsible for employee selection and appointment within the department (usually the department head) subject to Civil Service Law and any rules promulgated thereunder.
14. "Actual Service" means total time spent actually working in a position including any paid time off and/or leave with pay.
15. "Service" means "Actual Service" as defined above.
16. "Continuous Service" means an uninterrupted period of actual service which includes any authorized leave of absence without pay computed from the date an employee assumes a position with the County. However, a period of actual service in a regular part-time position (20 hours or more per week) shall be credited as 50% of such period for purpose of computing continuous service. An employee's continuous service is interrupted by voluntary resignation, discharge, retirement, assuming a non-regular part-time position (less than 20 hours per week) or layoff. If an employee is rehired within one year or is recalled within two years of layoff or during his/her period of eligibility on a preferred list pursuant to Civil Service Law or reassumes a permanent full-time permanent position after holding a non-regular part-time position without a break in actual service, the interruption in continuous service shall be removed. The period of interruption, however, shall not be included in computing the total period of continuous service. Except as so provided, an interruption shall result in a permanent loss of all continuous service credit.
17. "Seniority" – Except as defined and determined by Civil Service Law for purposes of the provisions therein, seniority means the length of an employee's continuous service, as defined above with the County of Erie,

regardless of bargaining unit.

18. "Permanent Vacancy" means an unencumbered, budgeted position covered by the bargaining unit which may or may not be filled within the sole discretion of the Employer.

19. "Department" shall mean that unit of County Government specifically designated as a department under the Erie County Administrative Code as amended from time to time.

20. "Department Head" shall mean the person so designated pursuant to Charter, Local Law, Administrative Rule or resolution of the County Legislature as the head of a department or his/her designee(s) in his respective department, institutions, divisions, bureaus, and/or other administrative units for the purpose of handling grievances.

21. "Continuous Operation Position" – For purpose of Section 14.2 (Traditional Holidays), a continuous operation position shall be defined as a position which is utilized or scheduled on a 24 hour per day basis for seven (7) days per week.

ARTICLE III - MANAGEMENT RIGHTS

Section 3.1: Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities processed by the County are retained by it, including, but not limited to, the right to determine the mission, purpose, objectives and policies of the County; to determine facilities methods, means and number of personnel for the conduct of the County programs; to administer the merit system, including the examination, selection, recruitment, hiring, appraisal, training, retention, promotion, assignment or transfer of employees pursuant to law; to direct, deploy and utilize the work force; to establish specifications for each class of positions, and to classify or re-classify, and to allocate or re-allocate new or existing positions in accordance with law and the provisions of this Agreement.

ARTICLE IV - NO STRIKE CLAUSE

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

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

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

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

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

Section 5.2: The County, following each pay period from which those deductions are made, will transmit the amount so deducted to the Union or its designated agent within thirty (30) days. All transmittals shall be sent out by a listing of the members from whom the deductions have been made and the amount deducted from each to:

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

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

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

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

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

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

Only one such visit per bargaining unit member per contract year shall be permitted and only after receiving prior approval from the bargaining unit member's department head or his/her designee, and in no event shall such visit exceed one-half hour in duration.

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

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

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

ARTICLE VI - BULLETIN BOARDS

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

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

ARTICLE VII - ACCESS TO EMPLOYEES

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

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

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

ARTICLE VIII - MEETING PLACE

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

ARTICLE IX - TIME OFF FOR UNION BUSINESS

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

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

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

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

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

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

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

ARTICLE X - LABOR-MANAGEMENT COMMITTEE MEETINGS

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

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

ARTICLE XI - JOINT SAFETY COMMITTEE

Section 11.1: Recognizing that a safe operation is of substantial benefit to both the Employer and employees, the County, the Erie County Sheriff and the Union mutually agree that there shall be a Joint Safety Committee, consisting of two (2) County representatives, and two (2) Union representatives, appointed by the Corrections Unit President who are County employees. Such Committee shall meet on a quarterly basis during the term of this Agreement for the purpose of discussing problems arising in this area and shall mutually make advisory recommendations when it is mutually deemed necessary. It is agreed and understood that the Union representatives shall suffer no loss of time and pay in the event such meeting falls within their regularly scheduled work hours.

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

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

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

ARTICLE XII - EQUAL OPPORTUNITIES

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

ARTICLE XIII - HOURS OF WORK

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

Section 13.2: All full-time civilian employees, covered by this agreement, shall receive a one (1) hour lunch period except in positions of a nature requiring emergency or continuous service. If an employee actually receives less than an hour for lunch on a regular basis for nine (9) or more cumulative months of the employee's prior anniversary year, he shall have the option of being paid the sum of \$275.00 within thirty (30) days following the anniversary date or he will be credited with three (3) compensatory days on the employee's anniversary date. If any such employee wishes to change their option, they must notify their department head or his designee, in writing, no later than September 1st to be effective in the next calendar year.

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

Section 13.3: Lunch Break Relief Schedules

The issue of Lunch Break relief schedules shall be a topic on the party's labor/ management meeting agenda. The Department will consider suggestions and attempt in good faith to settle the issue. If an agreement is reached by the parties, a Memorandum of Agreement will be executed. These discussions shall commence no later than thirty (30) days from the date of ratification.

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

Section 13.5: Shift Differential Pay

- (a) A two dollar (\$2.00) per hour shift differential will be granted to all employees on the third or first shifts for every hour actually worked on such shifts.
- (b) For twenty-four (24) hour operations, normally the third shift begins at 3:00 p.m. and terminates at 11:00 p.m., while the first shift begins at 11:00 p.m. and ends at 7:00 a.m. When an employee works for (4) hours or more into the first or third shifts, he will be paid for all hours worked in the first or third shifts, including the first four (4) hours.
- (c) Shift differential will be paid to employees for actual hours in accordance with the above provisions.
- (d) All cash payments for employees who are entitled to shift differential and who work overtime shall be made not later than the next regular payroll check.
- (e) Employees who are scheduled (involuntarily) to work a full hour or more beyond their normal shift shall be paid the appropriate shift differential as provided in subdivision (a) of this section for all full hours worked.

ARTICLE XIV - HOLIDAYS

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

- | | |
|--------------------------------|---------------------|
| 1. New Year's Day | 7. Independence Day |
| 2. Martin Luther King, Jr. Day | 8. Labor Day |
| 3. President's Day | 9. Veterans Day |
| 4. Easter Sunday | 10. Thanksgiving |
| 5. Memorial Day | 11. Christmas Day |
| 6. Juneteeth | |

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

Section 14.3:

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

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

b.) Correction Officers, including Sergeants and Lieutenants and Captains, shall continue the past practice of receiving eleven (11) holidays per year. The County agrees to continue the past practice of allowing Correction Officers (including Sergeants, Lieutenants and Captains) to utilize the eleven (11) holidays for the purpose of signing off from work and to continue the past practice of a monthly sign off which takes place on the 20th of each month.

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

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

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

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

ARTICLE XV - VACATIONS

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

Section 15.2: Vacation credits will accrue and be available for use on a bi-weekly pay period basis for full-time employees after the first pay period of employment providing they are on a compensable pay status for 40 or more hours (5 or more working days) each pay period.

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

Service	Rate Per Pay Period	Rate Per Year
From date of employment thru Completion of two years of service	3.08 hours	10 days
From second year anniversary date thru completion of nine years of service	4.62 hours	15 days
From ninth year anniversary date thru completion of sixteen years of service	6.16 hours	20 days
From the sixteenth-year anniversary thru completion of twenty-five years of service	7.70 hours	25 days
From the twenty-fifth anniversary date thru successive years of service	9.23 hours	30 days

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

7:00 – 3:00 Shift	Eight (8) Officers or 10% of the Officers assigned to the shift, whichever is greater. One (1) LPN
3:00 – 11:00 Shift	Five (5) Officers or 10% of the Officers assigned to the shift, whichever is greater. One (1) LPN
11:00 – 7:00 Shift	Four (4) Officers or 10% of the Officers assigned to the shift, whichever is greater. One (1) LPN

Vacation Selection

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

1.) On November 1st of each year vacation schedules shall be circulated on the respective shifts for vacation selection.

2.) The "Prime Time" format restriction of a two (2) week vacation period will be in effect. For the purpose of this Section, "Prime Time" shall mean any full week commencing the week prior to Memorial Day until Labor Day. Days (vacation) obtained through the sign off procedure, single vacation, exchanges or personal leave days do not apply to the meaning of "Prime Time".

3.) Initial selection will be limited to the number of vacation week's entitlement an Officer has based on years of service with the County.

4.) As an Officer is reached on the shift seniority list, Supervisors will advise the Officer to make his/her selection. Selection must be concluded prior to the conclusion of the work shift. Vacation schedules will remain in the Watch Commander's office unless hand carried by the supervisor to an Officer's duty post for an Officer's selection.

5.) The selection has to proceed without delay due to limited time. The upcoming year vacation schedule must be completed by the 9th of December to make provisions for the January compensatory time usage. Supervisors, if necessary, may contact staff when off duty for the purpose of making selections.

6.) After all eligible staff has had the opportunity to make their selections; unused vacation periods will be made available on a bid basis for staff with banked accruals.

7.) Staff electing to bypass their initial vacation selection will be placed at the end of the shift seniority list and may select vacation after all other assigned personnel on the shift have made their initial selections.

8.) In the event an employee wishes to cancel their preapproved vacation for the next month, such available vacation days shall be offered as follows:

a.) Vacations cancelled by request prior to the 14th of the month shall be bid immediately for at least five (5) days. Prime Time rules apply. If no employee requests such available vacation time, it then will be part of the monthly sign-off minimum.

b.) Vacations cancelled by request after the 14th of the month shall go to the monthly sign-off minimum.

9.) Requests to add, delete or exchange vacations by personnel on a shift may be made directly to the respective Watch Commander. The Watch Commander will advise the Captain of any such changes to the vacation schedule.

10.) Direct exchange of vacation weeks by Officers assigned to the same shift is authorized, the only limitation being that the maximum of two (2) weeks in "Prime Time" is permitted for any Officer.

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

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

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

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

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

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

Section 15.10: Commencing January 1, 2022, employees shall be permitted to sell back up to sixty (60) hours of accrued unused vacation leave at the employee's base rate of pay, in one-hour increments. 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 October 1st of each year they wish to sell vacation hours. Payment shall be made by Payroll Period No. 24 of the same year.

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

ARTICLE XVI - OVERTIME

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

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

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

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

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

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

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

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

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

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

Each employee who desires compensatory time off shall accumulate the aforementioned time at the rate of time and one-half (1-1/2) for each hour or part thereof worked. The maximum number of overtime compensatory hours that may be accumulated by an employee at any one time is one hundred twenty (120) hours. This amount shall exclude all compensatory time earned for lunch hours, as provided in Section 13.2 of Article XIII of this contract.

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

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

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

ARTICLE XVII - SICK LEAVE

Section 17.1: Sick Leave Allowance

All full-time permanent employees in the bargaining unit shall earn sick leave credits immediately upon entering the service of the employer at the rate of 4.62 hours per pay period. For purposes of calculating sick leave credits and charges, one work day equals eight hours. Any employee who does not use more than eight (8) hours of sick leave or unauthorized leave unpaid per calendar year shall receive a five-hundred dollar (\$500.00) non-cumulative bonus on pay period two (2). An employee may accumulate sick leave up to a maximum of 225 days or 1800 hours. Employee's hired after 12/05/2012 may accumulate 300 days or 2400 hours.

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

Section 17.2: Reasons for Granting Sick Leave

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

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

Section 17.3: Sick Leave Credits and Charges

(a) A credit for sick leave under this provision shall be allowed at the rate of 4.62 hours per pay period for each pay period during which the employee shall have been on a full pay status for at least fifty percent (50%) of the working days of that pay period. It should be noted that this is comparable to the previous earning rate of one and one-quarter (1-1/4) working days per month/fifteen (15) days per year, and has been converted to a pay period basis to facilitate accounting and payroll procedures while at the same time enabling employees to be advised of their current sick leave balances on a continuing regular basis.

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

Section 17.4: Extended Sick Leave

(a) An employee who has completed the years of continuous service indicated below may receive such additional sick leave with pay as may be recommended by the employee's Department Head and approved by the Commissioner of Personnel, but no such additional sick leave shall be approved by the Personnel Commissioner in excess of:

Fifteen (15) continuous years of service – five (5) months in addition to the sick leave accumulated by such employee.

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

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

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

(e) There will be no extended sick leave unless there is a prognosis that sets forth that it is expected that the employee will return to full time employment.

Section 17.5: Reporting Time

(a) In case of absences, the time for reporting absences shall be at least one-half hour before the start of the employee's assigned shift. In case of failure to report within the stated time limits, unless for reasons satisfactory to the employee's department head or his/her designee, the absence shall not be deductible from sick leave and shall be considered as time off without pay.

(b) Daily call-in is required each and every day except as outlined in Erie County Personnel Policy and Procedures, Chapter. 7, Sec. 2 Sick Leave issued by the Department of Personnel as amended by the

Commissioner from time to time.

(c) A certificate of affidavit, showing incapacity and inability of the employee to perform his duties issued by the attending physician, shall be filed with the Commissioner of Personnel or his/her designee in case of absence of more than five (5) consecutive work days. The Commissioner or his/her designee may check further on any illness regardless of certificate or affidavit.

(d) If an employee fails to submit proof of illness to the Commissioner when required to do so, the absence shall not be deductible from sick leave and shall be considered as time off without pay.

(e) If the proof submitted, in the judgment of the Commissioner of Personnel or his/her designee does not justify the employee's absence, such absence shall not be deducted from sick leave and shall be considered time off without pay.

(f) When an employee is on sick leave and the appropriate reporting form is not received by the Department of Personnel through no fault of the employee, such employee shall be paid the full amount as if said form had been received.

(g) The County shall notify an employee, whether working or on sick leave, when their accumulated sick leave is less than 40 hours/5 days.

(h) Once an employee has provided the County with notice of intended resignation or retirement any sick time used shall result in the reduction of an equivalent amount of vacation time unless the employee submits a Doctor's Certificate.

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

Section 17.6: Abuse of Sick Leave Benefits

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

Section 17.7: Sick Leave Records and Reports

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

Section 17.8: Reinstatement of Sick Leave

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

Section 17.9: Medical or Dental Visits

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

Section 17.10: Sick Leave Bonus

(a.) There will be a three hundred-dollar (\$300) bonus for any employee who reaches the maximum of eighteen hundred (1800) hours of accumulated sick leave. Payment of the initial bonus will be in the first paycheck after eighteen hundred (1800) hours is reached.

(b.) Thereafter, an additional bonus of two hundred dollars (\$200) will be earned on the twelve (12) month anniversary date of the initial three hundred-dollar (\$300) bonus, provided that the employee maintains the maximum amount of sick leave on that anniversary date and has used five (5) or less sick days during the preceding twelve (12) month period. The additional two hundred-dollar (\$200) bonus will be paid in the first paycheck after the anniversary date has been reached and the bonus has been earned.

(c.) As used herein, the term "anniversary date" shall mean the date the employee became eligible for the initial sick leave bonus of three hundred dollars (\$300).

Section 17.11: Criminal Assault

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

For purposes of this article and section, criminal assault shall be defined as a physical action taken against an employee by another person with deliberate intent to do bodily harm to the employee. If an injury occurs under the above conditions and any County employee, except an employee of the Correction Department, files legal charges or if an employee of the Correction Department files an assault report with the Disciplinary Board, the physical action taken against the employee shall be considered criminal assault as defined herein regardless of the outcome of the adjudication of the charges filed.

ARTICLE XVIII - PERSONAL LEAVE

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

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

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

Section 18.3: In order for the department head and/or the immediate supervisor to arrange for adequate work coverage, application for personal leave must be filed by an employee on a prescribed form with the head of the department or immediate supervisor at least five (5) working days in advance when the requested time is four (4) days and four (4) working days' notice in advance when the requested time is for three (3) days or less. There shall be no restrictions on when this leave is to be taken unless stated in this article. In cases of emergency, the five (5) or four (4) days of advance notice may be waived by the Department Head. All requests must receive the approval of the employee's immediate supervisor or Department Head and shall not be granted in less than one

(1) hour units. There shall be no restrictions as to when this leave is to be taken except as reflected in this section and in Appendix L. Every attempt will be made to grant the day(s) requested.

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

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

ARTICLE XIX - LEAVE BECAUSE OF DEATH IN THE FAMILY

Section 19.1: Bereavement Leave.

An Employee who has a death in the immediate family, (parent, spouse, brother, sister, stepsibling, child, stepchild, grandparent, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, foster child, stepparent, great grandparents, or other relative who is an actual member of the employee's household), shall be given time off without loss of pay up to a maximum of five (5) consecutive calendar days commencing with the date of death. However, if the death occurs after the employee reports to work, that day will not be counted as one of the five (5) consecutive calendar days and upon giving appropriate notice, such employee will be allowed to leave for the remainder of the shift without loss of pay. An employee may hold one day of bereavement to be used for a memorial or funeral service taking place within one year of the commencement of the bereavement leave. Proof of services being held at a later date may be required.

ARTICLE XX - LEAVE FOR JURY DUTY

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

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

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

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

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

ARTICLE XXI - TIME OFF FOR CIVIL SERVICE EXAMINATIONS

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

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

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

ARTICLE XXII - LEAVE OF ABSENCE WITHOUT PAY

Section 22.1: Application for Leave Without Pay

Application for leave of absence without pay, for any of the reasons cited in this provision, shall be filed by the employee, on the prescribed form, with the head of his/her department. Such application shall state the reasons for the requested leave and duration thereof. If approved by the head of the department, the application shall be submitted to the Commissioner of Personnel and leaves 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 within the same department.

Section 22.2: Maternity Leave

(a) Leave. The Commissioner of Personnel or his/her designee shall grant pregnant employees, a leave of absence without pay, upon competent medical proof that such employee is unable to perform her regular duties for the period of such disability, not to exceed one (1) year in duration. For these purposes, the Commissioner of Personnel or his/her designee may require suitable medical evidence from the employee's physician at such employee's expense and / or may require that the employee be examined by a physician chosen by the County at the County's expense.

(b) Sick Leave and Vacation Leave. Employees granted maternity leave pursuant to this section shall be permitted to reduce the amount of leave without pay by the use of any and all accumulated sick leave and vacation leave credits as may be available to them.

(c) Extension. At the request of the employee, and after receiving the recommendation of her department head, the Commissioner of Personnel or his/her designee may grant extension of such leave of absence in accordance with this section.

(d) When an employee has exhausted all his/her paid leave time and FMLA entitlement, and is on a leave under Section 22.2(a), the employee's health insurance coverage, at the employee's same rate, shall be continued for six (6) weeks in the case of a natural birth or eight (8) weeks in the case of a Caesarean section or the end of the leave under Section 22.2(a), whichever is lesser. This provision shall not apply to the continuation of a health insurance waiver payment.

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

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

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

Section 22.4: Leave Because of Extended Illness

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

Section 22.5: Leave for War Work

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

Section 22.6: Education Leave for Veterans

Any veteran who is qualified to receive education or training or vocational rehabilitation under the provisions of any Federal or New York State Law, shall be granted leave of absence without pay for the period of such education, or training or vocational rehabilitation, provided that the attendance of veteran is required at times that will preclude employment in his/her County position. Such leave of absence shall not extend his/her County position. Such leave of absence shall not extend beyond a period of four (4) years, nor beyond the period for which the veteran shall be eligible to continue the education or training or vocational rehabilitation. It shall terminate at any time that the veteran ceases actual attendance at the classes or courses required by the education training or rehabilitation program. A veteran who has been on such leave of absence shall be reinstated to his/her position, provided he/she makes application for such reinstatement within sixty (60) days after the termination of such leave of absence. He/she may be reinstated at any time after such sixty (60) day period and within one (1) year after termination of such leave of absence in the discretion of the department head.

Section 22.7: Leave for Educational Purposes

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

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

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

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

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

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

Section 22.10: Leave for Other Reasons

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

Section 22.11: Military Leave of Absence

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

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

Section 22.12: Political Leave

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

Section 22.13: Denial of Leave of Absence

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

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

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

Section 22.15: Child Rearing Leave

(1.) A continuous leave of absence without pay by reason of the birth of a child within the first year of said child's birth shall be granted to an employee for a period of six (6) months. Paid leave will be substituted for the unpaid leave at the employee's or Erie County's option, where permitted by federal statute, other provisions of this collective bargaining agreement and Erie County policy. Such leave request must be presented in writing to the department head at least thirty (30) calendar days' notice with no reasonable excuse for the delay, the County may delay the taking of the requested leave until at least thirty (30) calendar days after the date the employee submits his/her request.

(2.) An employee on child rearing leave will notify the department head of his/her intention to return to work at least thirty (30) calendar days prior to expiration of the leave of absence.

(3.) An employee returning to work after a child rearing leave shall return to the same position in the same department the employee left, if available, and shall be returned to the same step the employee occupied when the leave commenced.

ARTICLE XXIII - EMERGENCY CLOSING

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

ARTICLE XXIV - RETIREMENT PLAN

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

ARTICLE XXV - HEALTH INSURANCE

Section 25.1 – Available Plans:

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

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

Section 25.2: Dental Coverage:

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

Section 25.3: Payment for Health Insurance:

1. Effective July 1, 2018, the Value POS 204 Plan shall become the base plan for all bargaining unit employees, regardless of date of hire. There shall no longer be an entitlement to the 105-h contribution for employees hired prior to December 05, 2012 who were previously opting for the Value POS 204 Plan, and effective July 1, 2018 of this agreement shall pay 15% of the Value POS 204 Plan premium. Additionally, the employee’s premium contribution annual cap shall now apply to the Value POS 204 Plan. The maximum contribution for a single plan shall be \$1,700 and maximum contribution shall be \$4,700.

a) In addition, employees who choose the Enhanced Plan shall pay the difference in the cost between the Value Plan and the Enhanced Plan. Employees who choose the Core Plan shall pay the difference in cost between the Core Plan and the Value Plan. The employee will bear the expense, through bi-weekly payroll deductions, of any amount in excess of the employer contribution.

2. **Open Enrollment:** Employees may select from among the insurance plans, annually, during the open enrollment period. The open enrollment period will take place after the annual rates are received from the insurance provider.

3. The parties agree that in the event that the Erie County Fiscal Control Board suspends or nullifies pay increases, or step/increment increases contained in the collective bargaining agreement, the premium amounts employees contribute toward their health insurance shall immediately freeze at the amount in effect at the time of such action and remain frozen until such time that the pay increases, or step/increment increases have been restored.

4. The negotiated provisions of the collective bargaining agreement regarding dental coverage will remain in effect.

***NOTE:** Employees and their spouses are required to enroll in Medicare Parts A and B when first eligible.

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

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

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

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

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

Employees and their eligible spouses shall be required to select the designated Medicare Advantage Plan or the equivalent, that includes prescription drug coverage and basic out-of-network benefits, **when first eligible**. Any employee who retires under this Agreement, and his or her eligible spouse (and eligible child/children if applicable) who are under age 65, will be provided with a single or family Core Plan for the non-age 65 member(s). A post-Medicare retiree, and his or her eligible spouse aged 65/Medicare eligible, may choose from Option A or B (Medicare Advantage HMO plans), or C (Medicare Advantage PPO plan) as referenced on the attached matrix. Both members must select the same option, and the employer will pay one hundred percent (100%) of the monthly premium for the single or double rate for Options A, B or C. In addition, a post-Medicare eligible retiree who chooses Option D (Commercial PPO) shall pay the difference in the cost between the highest premium of Option A, B, or C and the Option D (Commercial PPO) premium. Health care coverage will be provided upon written documentation. All other employer contributions shall be eliminated.

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

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

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

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

Section 25.5 Retired Employees: Employees hired before December 5, 2012, who retire from County service with ten (10) years of County service shall be eligible for the following:

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

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

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

Section 25.6 New Employee Retiree Benefits: Employees hired after December 5, 2012 who retire from County service with fifteen (15) years of actual County service, shall receive sixty percent (60%) of the full monetary value of the sick leave they have accrued to their credit at the hourly rate of pay in effect at the time of their retirement, which shall be placed into a Health Reimbursement Account (HRA)

Section 25.7 Compensable Injury Illness: Notwithstanding the other provisions of this Article, the employer agrees to continue the health insurance coverage of an employee for the amount of his/her accumulated sick leave which he/she may wish to use, plus one hundred and twenty (120) days thereafter if an employee is unable to report to work by reason of any accident, injury, illness or disease which is found to be compensable by the Worker's Compensation Board. If the employee does not wish to use all or any of his/her sick leave or if he/she does not have any sick leave available for use, the one hundred and twenty (120) day period shall commence immediately upon the employee reporting his/her inability to report to work.

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

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

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

Changes in County Health Insurance Waiver Program

1. **No Risk Feature** -County employees no longer have to wait for the annual open enrollment period to re-enter in the County paid coverage. With written notification, employees can be re-admitted in the following month.
2. **Increased Payments** - Effective January 1, 2022, employees who waive insurance coverage shall be eligible for a monthly stipend as follows:
 - a) Employees eligible for single coverage shall receive \$200 to be paid in two equal installments of \$100 each.
 - b) Employees eligible for family coverage shall receive \$500 to be paid in two equal installments of \$250 each.

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

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

QUESTIONS AND ANSWERS ABOUT WAIVER PROGRAM

Q. WHO IS ELIGIBLE?

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

Q. WHAT IS THE WAIVER PROCEDURE?

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

Q. CAN A WAIVER OF BENEFITS BE WITHDRAWN?

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

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

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

Q. AFTER A WAIVER IS APPROVED, WHAT IS THE AMOUNT OF PAYMENT?

A. An employee who waives family coverage will receive \$500.00 per month. An employee who waives single coverage will receive \$200.00 per month. Payments will be made bi-weekly.

Q. CAN YOU WAIVE HEALTH INSURANCE COVERAGE BUT RETAIN DENTAL COVERAGE?

A. **YES, AN ELIGIBLE EMPLOYEE MAY NOW ELECT TO SUBSCRIBE FOR OR TO CONTINUE DENTAL INSURANCE BY HAVING THE TOTAL DENTAL PREMIUM DEDUCTED FROM HIS OR HER PAYCHECK, AND STILL COLLECT THE MONTHLY CASH ALLOWANCE UNDER THE WAIVER.**

Q. HOW ARE SUCH PAYMENTS TREATED FOR TAX/RETIREMENT PURPOSES?

A. These payments are treated as ordinary income and subject to withholdings for FICA, federal and state income tax. Such payments are not considered part of your salary or wages by the New York State Retirement System. Therefore, no contributions are made to the Retirement System on these payments either by the employer or by the individual employee.

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

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

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

I understand the RISK inherent to electing the Health Insurance Waiver Option and assume any and all responsibility for said RISK to myself, my heirs, executors and administrators.

I release any and all rights and claims I may have against the County of Erie and/or the Erie Unit, Local 815, CSEA, Local 1000, AFSCME, AFL-CIO and their respective representatives as a result of my waiver of health insurance coverage to which I was previously entitled.

I understand that once this withdrawal of health insurance coverage is in effect, I may re-enter a County provided insurance plan the next month, with 15 days' notice. If there are less than 15 days before the end of the month, the insurance will commence the first day of the second month after the application is received.

I have read the above waiver and upon my reading, fully understand its contents

Employee DATE _____

Erie County Corrections Unit of Local 815 President DATE _____

Erie County Commissioner of Personnel DATE _____

In addition, any employee who withdraws from one of the County health insurance plans in accordance with this section 25.9 shall be allowed to return to one of those plans during any subsequent month, with the appropriate notice.

Section 25.10: Ten-month employees covered by this agreement, in the school-based programs, shall receive fully paid health insurance for the two (2) months during which they are laid off.

Section 25.11: Upon retirement, the employee shall continue the same health insurance option in effect on the date of retirement.

Section 25.12: The Union agrees to participate in all future efforts by the County to reduce the cost of health insurance.

ARTICLE XXVI - PAY PERIOD

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

ARTICLE XXVII - SALARY AND INCREMENT RULES

Section 27.1: Promotions

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

- \$100.00 for promotions to Job Groups II, III, IV, V;
- \$150.00 for promotions to Job Groups VI, VII, VIII, IX;
- \$200.00 for promotions to Job Groups X, XI, XII, XIII;
- \$250.00 for promotions to Job Group XIV and higher;

above the salary paid to the employees at the time of promotion.

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

Section 27.2: Demotions

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

Section 27.3: Reinstatement

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

Section 27.4: Reallocation

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

Section 27.5: Reclassification

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

Section 27.6: Temporary Assignments

An employee temporarily assigned to a higher level encumbered position during a continuance of a temporary

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

Section 27.7: Leave of Absence – Military

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

Section 27.8: Increments

1. Increments are recommended by the appointing authority on the basis of merit and recognition for measuring up to the department's work performance and attendance standards. A County wide and uniform merit and recognition system as established by the employer shall be used.
2. Increments, if granted, shall be effective either January 1 or July 1. Employees appointed or promoted to a position shall be eligible for their first increment upon approval by the appointing authority after six (6) months of actual service on January 1 or July 1 as the case may be. Employees will be eligible for subsequent increments upon approval by the appointing authority on a yearly basis provided they have a minimum of nine (9) months of actual service since receiving their last increment.
3. If an employee who holds a permanent position is serving in another position on a temporary or provisional basis, he/she shall be eligible for increments in that other position provided he/she has met the actual service requirements in that position. However, if such employee resigns, is laid off, terminated or otherwise leaves that other position and is at some future time appointed to that other position, the actual service requirements shall be based upon the date of reappointment with no credit for any prior time spent in such position.
4. In computing increment eligibility, when appointments are made on January 1 or July 1, and the day falls on a holiday or nonscheduled work day, the increment period will include these days.
5. Because of payroll procedures that enable the County to have a regular pay day throughout the year, the increment eligibility period and pay periods may not, at all times, coincide. In such case the increment credit date is the first day of respective pay period during which January 1 or July 1 falls. The County will not be arbitrary or capricious in denying increments.

Section 27.9: Longevity Pay for Employees

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

will receive a third longevity increment.

4. Again, on the completion of another three years of actual service, in the same job group the employee will receive a fourth longevity increment.
5. Again, on the completion of another three years of actual service, in the same job group, the employee will receive a fifth longevity increment.
6. In computing longevity increment eligibility, when appointments are made on January 1, or July 1, and the day falls on a holiday or non-scheduled work day, the increment period will include these days.
7. Because of the payroll procedures that enable the County to have a regular pay day throughout the year, the increment eligibility period and payroll periods may not, at all times, coincide. In such cases, the increment date is the first day of the respective pay period during which January 1, or July 1 falls.

Section 27.10: New Appointments

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

ARTICLE XXVIII - JOB POSTING

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

- Section 28.2 Filling of Vacancies:** Posted vacancies shall be filled in the following order of procedure:
- (a) The exercise by the County of its right to reassign employees throughout the County. If the County exercises its right to reassign employees throughout the County, such reassignment shall be made from among any qualified employee who requests in writing to fill the position within seven (7) calendar days following the date of posting. If the County elects to reassign employees and does not reassign from the request filed in the seven-day period, such reassignment may be subject to the grievance procedure.
 - (b) The exercise of any shift preference rights provided in this agreement.
 - (c) The exercise of any Intradepartmental Transfer (within the same department) provided for in this Agreement.
 - (d) Recall rights of an employee.
 - (e) The exercise of any Interdepartmental Transfer (between departments) provided for in this Agreement.
 - (f) Promotion procedures provided for in this Agreement.

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

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

Section 28.5 Promotions:

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

(a) **Competitive Class Positions** – The County shall promote to competitive class positions pursuant to New York Civil Service Law as amended from time to time. All exam announcements shall be posted pursuant to law with copies given to the President of the unit as soon as practicable prior to the posting of such notices.

(b) **All other positions** – A notice of the permanent vacancy shall be posted on appropriate bulletin boards throughout the County Department in which such vacancy exists for at least ten calendar days prior to filling such vacancy. During this period, employees within such department may apply for promotion to the position. The application shall be in writing and shall be submitted to the employee's department head or his designee. The vacancy, if and when filled, shall be filled from among those qualified employees who have so applied. Qualifications include such factors as work performance record, conduct, attendance, ability and fitness to perform the required work. Where qualifications are substantially equal among such applicants, length of service with the County shall be controlling. If no qualified employee applies for the position, the County may fill such position at its discretion from any other source.

Section 28.6: Probationary Period

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

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

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

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

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

ARTICLE XXIX - SHIFT PREFERENCE

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

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

Section 29.3 Section President and Grievance Chair: It is agreed and understood that the Corrections Unit President and Chairman of the Grievance Committee of the Union, if a County employee, shall be granted shift preference pursuant to Section 29.1 and 29.2, if a permanent vacancy occurs in their respective work units and job classification, regardless of their seniority and / or length of service in a particular shift, when it is mutually determined by the County Commissioner Labor Relations and Corrections Unit President that such a change of shift is necessary to better perform their union duties.

ARTICLE XXX - INTRADEPARTMENTAL TRANSFER

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

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

ARTICLE XXXI - INTERDEPARTMENTAL TRANSFER

Section 31.1 Interdepartmental Transfer: Request by an employee for transfer to another department into a job with the same class title should be submitted in accordance with applicable Civil Service provision. Where there is a conflict resulting from an approved request for transfers, involving two (2) or more employees with the same class title, the employees will be interviewed by the department supervisor where the vacancy exists. The selection process shall follow the Civil Service procedure, matching the total requirement of the position with the total characteristics of the candidates. When identical ratings result, seniority in the job classification shall be the deciding factor.

ARTICLE XXXII - LAYOFF AND RECALL

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

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

(a) Before any permanent incumbent in the classification is laid off in any department or institution, temporary, provisional or probationary employees in the classification in that department or institution shall be first laid off in that order.

(b) Where there is a layoff in a specific classification and no temporary, provisional or probationary employees are involved, the employee with the lowest seniority in the same classification in the County regardless of department or institution shall be first laid off.

(c) If the employee who has been displaced as a result of paragraph “(b)” above previously held a lower level position on a permanent basis, he/she may displace (bump) the least senior employee in his/her department or institution only, who holds such lower level position if such classification exists in his/her department or institution.

(d) The employee who was displaced (bumped) under paragraph “(c)” above will be laid off regardless of any position the employee may have previously held. Such laid off employee will be placed on a recall list by position in order of layoff.

(e) Layoff in lieu of bumps. In the event of a layoff an employee who does not wish to bump into a job held by a junior employee or fails to exercise his/her bump within four (4) working days from the date of Notice of Layoff, will be placed on a recall list.

(f) Recall. Whenever a vacancy occurs in a class title within the County, employees who are on layoff in that class title shall be recalled in accordance with their class title seniority in the reverse order in which they were laid off. If a vacancy occurs in a class title where no employee in that class title in the County has recall rights, then the laid off employee with the most seniority will be recalled if he/she has the ability to do the work and if not, the next senior employee will be recalled.

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

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

Section 32.4 Notice of Layoff

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

Section 32.5 Notice of Recall

Notice of Recall offering reemployment shall be mailed by certified mail, return receipt requested, to the last known address of the employee and shall require his/her written acceptance to the Commissioner of Personnel within a seven (7) calendar day period from the date of such notice. If the employee refuses such offer of reemployment or if such remains unanswered at the end of the seven (7) day period, such offer of reemployment and the employee’s recall rights and privileges shall be terminated.

- Section 32.6 Errors of Layoff Procedure:** (a) The County will be liable for any error on a separation or layoff only from the date of the filing of a written grievance bringing said errors to the County's attention.
- (b) Concerning any errors in the recall of an employee, the County shall be liable only from the date of filing a written grievance bringing said error to its attention to the date the County notifies the employee to return to work.
- (c) A laid off employee who is recalled within two (2) years in any position will have any accumulated sick leave, personal leave and/or compensatory time credits restored.

ARTICLE XXXIII - GRIEVANCES AND ARBITRATION

Section 33.1: General

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

Section 33.2: Definitions

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

Section 33.3: Rights of the Parties

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

grievant to proceed to the next step of the grievance procedure.

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

Section 33.4: Grievance Procedure

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

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

Section 33.5: Arbitration Procedure

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

Section 33.6: Expedited Mediation/Arbitration Process

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

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

2. Selection of Mediator/Arbitrator

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

3. Hearing Procedures

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

4. Scheduling Cases

- a. The parties will reserve, in advance, two (2) hearing dates per month. The number of dates reserved in advance may be modified by the parties based upon the anticipated volume of cases.
- b. The parties will jointly schedule the cases to be heard at least forty-five (45) calendar days in advance of the hearing.
- c. The Union shall have the right to substitute a case for another provided it obtains the County's written consent at least thirty (30) days in advance of the scheduled hearing date.
- d. Cases will be heard within ninety (90) days of the date the Union commences arbitration under Article XXXIV.

ARTICLE XXXIV - DISCIPLINE AND DISCHARGE

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

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

Section 34.2 Notice: In any instance in which a representative of the Employer seeks to discipline or discharge an employee, a written notice of discipline or discharge shall be served upon the employee. The notice shall contain the reasons for the discipline or discharge including a description of the alleged acts and/or conduct and the dates, times and places such acts occurred. Said notice shall also include the penalty being imposed. A copy of the notice shall be served concurrently upon the Corrections Unit President or his/her designee. An employee who is discharged or suspended without pay shall be allowed to waive all steps of this procedure prior to arbitration and proceed directly to final and binding arbitration. An employee shall not be disciplined or discharged for acts which occurred more than one (1) year prior to the notice of discipline or discharge unless said acts of misconduct or incompetency would constitute a crime pursuant to the Laws of the State of New York. Furthermore, the employer shall not consider any disciplinary action against the employee which occurred more than three (3) years prior to the date of the discipline. An employee who is disciplined shall have the right to seek review of the disciplinary matter by initiating an appeal in accordance with the procedures set forth in Section 34.3 of this article, except in those instances where an employee has been discharged or suspended. If the employer does impose either of the latter penalties, the employee shall be allowed to begin his/her appeal of the suspension or discharge at the second step of this section (34.3). If the employee is not satisfied with the determination of the representative of the employer at the first step of the procedure set forth herein the Union may proceed to final and binding arbitration at step two of such procedure. The employee shall have ten (10) working days exclusive of the date the discipline, suspension or discharge action was effective to file a written appeal at the appropriate step of the disciplinary procedures.

Section 34.3: Procedure

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

Step 2. If the Union is not satisfied with the decision of the County Commissioner of Labor Relations, the Labor Relations Specialist of the Union may request arbitration within sixty (60) working days from the date of receipt of the Step 1 decision by notifying the County Commissioner of Labor Relations that the Union is proceeding to final and binding arbitration. When the Union invokes its right to arbitration, the arbitrator whose name appears on the list of arbitrators jointly selected by the Union and the Employer to hear discipline cases below the name of the arbitrator who heard the last case shall be called. If the arbitrator called to hear a case indicated he/she cannot hear the case or issue a decision within the time period specified herein, the parties shall

call the next arbitrator on the list until an arbitrator is called who can hear the case and issue a timely decision. An arbitrator who agrees to allow his/her name to be placed on the list shall hear the discipline or discharge cases within ten (10) working days from the date he/she is called and shall render an award and decision within ten (10) working days from the date post-hearing briefs are submitted to him/her. The decision of the arbitrator shall be final and binding on all parties to the proceeding. All fees and expenses of the arbitrator shall be shared equally by the employer and the Union.

Section 34.4: Selection of panel of arbitrators.

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

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

The duty of the arbitrator shall be to determine the guilt or innocence of any employee and the appropriateness of the proposed penalty. If the arbitrator finds the proposed penalty is inappropriate, he/she may devise a new remedy but shall not under any circumstances, increase the penalty sought by the employer. Disciplinary arbitrators shall not add to, subtract from, nor modify the provisions of this agreement.

Section 34.6: Basic Principles

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

Section 34.7: Service of Notice of Discipline

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

ARTICLE XXXV - PERSONNEL FILES

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

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

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

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

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

ARTICLE XXXVI - WAGES

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

Section 36.1: Effective January 1, 2022, each employee covered under this contract shall receive an increase in pay of five (5%) percent, as reflected in Attachment (B). Increments shall continue to be paid according to Section 27.8 and 27.9 of this Agreement.

Section 36.2: Effective January 1, 2023, each employee covered under this contract shall receive an increase in pay of three (3%) percent, reflected in Attachment (B). Increments shall continue to be paid according to Section 27.8 and 27.9 of this Agreement.

Section 36.3: Effective January 1, 2024, each employee covered under this contract shall receive an increase in pay of three (3%) percent, reflected in Attachment (B). Increments shall continue to be paid according to Section 27.8 and 27.9 of this Agreement.

Section 36.4: Effective January 1, 2025, each employee covered under this contract shall receive an increase in pay of three (3%) percent, reflected in Attachment (B). Increments shall continue to be paid according to Section 27.8 and 27.9 of this agreement.

Section 36.5: Effective January 1, 2026, each employee covered under this contract shall receive an increase in pay of three (3%) percent, reflected in Attachment (B). Increments shall continue to be paid according to Section 27.8 and 27.9 of this agreement.

ARTICLE XXXVII - REGULAR PART-TIME EMPLOYEES

Section 37.1 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 is understood that such regular part-time employees will be entitled to full coverage of hospitalization and medical expenses.

ARTICLE XXXVIII - TRAVEL POLICIES AND PROCEDURES

Section 38.1: Transportation Reimbursement

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

Section 38.2: Travel Policies

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

ARTICLE XXXIX - GENERAL PROVISIONS

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

Section 39.2 Uniform Allowance: A uniform allowance of twelve hundred (\$1,200) dollars per annum will be paid to all corrections personnel and seven hundred and fifty (\$750) to all LPNs per annum on the first payday in December yearly. Corrections Personnel shall include Correction Officers, Correction Sergeants, Correction Lieutenants, Correction Captains and ID Officers.

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

Section 39.3 Line-Up Time: Correction Officers and ID Officers covered by this agreement will report for work fifteen minutes prior to the commencement of their tours of duty. Sergeants, Lieutenants, Captains shall report 30 minutes prior to the commencement of their tour of duty. Employees who are so ordered and who do so report, shall receive time and one-half their regular hourly rate for such time. It is understood that in no event shall such line-up time be considered in any way as overtime or be included as hours worked for the purposes of computing overtime liability. Line-up time shall not be paid for any absences during which the employee does not report for work, nor shall it be paid if the employee does not report.

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

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

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

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

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

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

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

Section 39.10: Worker's Compensation

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

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

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

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

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

1. Any employee absents from work due to a compensable injury certified by the New York State Workers' Compensation Board shall be granted extended sick leave under Section 17.4 if the employee meets the continuous service requirements. Upon exhausting all leave credits under Section 17.4, the County will extend health insurance benefits for a maximum of twelve (12) months, provided the employee continues to be certified as disabled by the NYS Workers' Compensation Board.

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

Section 39.11: Training

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

Section 39.12: Security Posts and Non- Essential Posts

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

ARTICLE XL - PER-DIEM EMPLOYEES

Section 40: Per-Diem Employees

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

1. The use of Per-Diem employees shall be strictly supplemental to the full-time work force, and the creation of Per-Diem positions shall never result in the elimination of full-time bargaining unit positions.
2. The Employer shall be limited to creating and filling fifteen (15) Per-Diem positions at any given point.
3. All such Per-Diem employees shall be members of the CSEA bargaining unit, and shall receive the rate of pay stipulated under the collective bargaining agreement for all hours worked.
4. Eighty percent (80%) of such Per-Diem appointees shall be on the open competitive civil service list of the title that they fulfill.
5. The Per-Diem employees' detail under this Section shall only be assigned to CSEA represented positions. The Employer shall not be allowed to utilize these negotiated Per-Diem positions across bargaining units.
6. Per-Diem employees may only be called in after all appropriate full-time bargaining unit employees have been canvassed for voluntary overtime.
7. Per-diem employees shall be called off if a full-time employee volunteer presents his or herself up to one (1) hour prior to the applicable shift.
8. Per-Diem employees shall receive their assignment after all of the full-time staff have bid their post. Per-Diem employees shall only be utilized to fill those vacant post following g the full-time bids. **At no time will PER-Diem employees be allowed to fill an armed post.**

ARTICLE XLI - ENTIRE MEMORANDUM OF AGREEMENT

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

ARTICLE XLII - SAVINGS CLAUSE

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


ARTICLE XLIII - EFFECTIVE DATE AND DURATION

Section 43: Unless otherwise specified, the provisions of this Agreement shall become effective as of January 1, 2022 and shall continue in full force and effect until midnight, December 31, 2026.

IN WITNESS WHEREOF, the duly sworn authorized representatives of the parties hereto have set their hand on the _____, _____ day of _____.

County of Erie

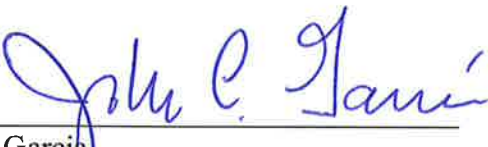
CSEA



Mark C. Poloncarz
County Executive



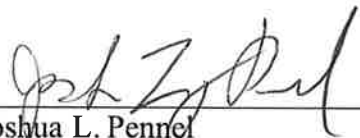
John DiMartino
Unit President



John C. Garcia
Sheriff




Deb Mueller
Labor Relations Specialist



Joshua L. Penner
Commissioner of Labor Relations

Approved as to form



County Attorney
Erie County, New York

APPENDIX A - JOB TITLES/GRADES CORRECTION OFFICERS

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

CIVILIAN STAFF

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

MEDICAL STAFF

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

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

APPENDIX B – Salary Schedule
2022 through 2026; pages 45-69

2022

CIVILIAN EMPLOYEES HIRED PRIOR TO 12/5/2012

	0	1	2	3	4	5	A	B	C	D	E
GRP 01	27706 1065.60 13.320	29476 1133.68 14.171	30574 1175.92 14.699	31695 1219.04 15.238	32800 1261.52 15.769	33908 1304.16 16.302	34455 1325.20 16.565	35017 1346.80 16.835	35562 1367.76 17.097	36123 1389.36 17.367	36662 1410.08 17.626
GRP 02	28248 1086.48 13.581	30048 1155.68 14.446	31206 1200.24 15.003	32354 1244.40 15.555	33511 1288.88 16.111	34651 1332.72 16.659	35225 1354.80 16.935	35816 1377.52 17.219	36381 1399.28 17.491	36955 1421.36 17.767	37527 1443.36 18.042
GRP 03	29295 1126.72 14.084	31158 1198.40 14.980	32371 1245.04 15.563	33584 1291.68 16.146	34784 1337.84 16.723	36021 1385.44 17.318	36627 1408.72 17.609	37251 1432.72 17.909	37846 1455.60 18.195	38457 1479.12 18.489	39064 1502.48 18.781
GRP 04	30551 1175.04 14.688	32502 1250.08 15.626	33781 1299.28 16.241	35069 1348.60 16.860	36373 1398.96 17.487	37669 1448.80 18.110	38322 1473.32 18.424	38946 1497.92 18.724	39607 1523.36 19.042	40252 1548.16 19.352	40891 1572.72 19.659
GRP 05	32319 1243.04 15.538	34380 1322.32 16.529	35809 1377.28 17.216	37209 1431.12 17.899	38636 1485.00 18.575	40059 1540.72 19.259	40822 1570.08 19.626	41598 1599.92 19.939	42374 1629.76 20.372	43145 1659.44 20.743	43921 1689.28 21.116
GRP 06	34717 1335.28 16.691	36924 1420.16 17.752	38617 1485.28 18.566	40288 1549.52 19.369	41962 1613.92 20.174	43659 1679.20 20.990	44643 1717.04 21.463	45627 1754.88 21.936	46586 1791.76 22.397	47568 1829.52 22.869	48543 1867.04 23.338
GRP 07	37253 1432.80 17.910	39630 1524.24 19.053	41687 1603.36 20.042	43753 1682.80 21.035	45810 1761.92 22.024	47857 1840.64 23.008	48974 1883.60 23.545	50091 1926.56 24.082	51208 1969.52 24.619	52320 2012.32 25.154	53446 2055.60 25.695
GRP 08	40005 1538.64 19.233	42557 1636.80 20.460	44961 1729.28 21.616	47372 1822.00 22.775	49766 1914.08 23.926	52154 2005.92 25.074	53382 2053.52 25.669	54623 2100.88 26.261	55854 2148.24 26.853	57090 2195.76 27.447	58327 2243.36 28.042
GRP 09	42977 1652.96 20.662	45731 1758.88 21.986	48429 1862.64 23.283	51112 1965.84 24.573	53795 2069.04 25.863	56487 2172.56 27.157	57834 2224.40 27.805	59180 2276.16 28.452	60513 2327.44 29.093	61855 2379.04 29.738	63199 2430.72 30.384
GRP 10	46145 1774.80 22.185	49086 1887.92 23.599	52023 2000.88 25.011	54939 2113.04 26.413	57866 2225.68 27.821	60811 2338.88 29.236	62288 2395.68 29.946	63740 2451.52 30.644	65214 2508.24 31.353	66683 2564.72 32.059	68149 2621.12 32.764
GRP 11	51000 1961.52 24.519	54255 2086.72 26.064	57402 2207.76 27.597	60603 2330.88 29.136	63748 2451.84 30.648	66922 2573.92 32.174	68515 2635.20 32.940	70098 2696.08 33.701	71679 2756.88 34.461	73262 2817.76 35.222	74851 2878.88 35.986
GRP 12	54658 2102.24 26.278	58146 2236.40 27.955	61660 2371.52 29.644	65179 2506.88 31.336	68675 2641.36 33.017	72186 2776.40 34.705	73948 2844.16 35.552	75697 2911.44 36.393	77459 2979.20 37.240	79217 3046.80 38.085	80974 3114.40 38.930
GRP 13	59817 2300.64 28.758	63636 2447.52 30.594	67475 2595.20 32.440	71334 2743.60 34.295	75198 2892.24 36.153	79025 3039.44 37.993	80954 3113.60 38.920	82886 3187.92 39.649	84820 3262.32 40.779	86759 3336.88 41.711	88689 3411.12 42.639

2022

CIVILIAN EMPLOYEES HIRED PRIOR TO 12/5/2012

	0	1	2	3	4	5	A	B	C	D	E
GRP 16	82584	87853	93213	98600	103975	109331	112018	114714	117414	120105	122801
	3176.32	3378.96	3585.12	3792.32	3999.04	4205.04	4308.40	4412.08	4515.92	4619.44	4723.12
	39.704	42.237	44.814	47.404	49.988	52.563	53.855	55.151	56.449	57.743	59.039
GRP 17	90022	95769	101658	107571	113470	119382	122329	125285	128232	131179	134131
	3462.40	3683.44	3909.92	4137.36	4364.24	4591.60	4704.96	4818.64	4932.00	5045.36	5158.88
	43.280	46.043	48.874	51.717	54.553	57.395	58.812	60.233	61.650	63.067	64.486

2023

CIVILIAN EMPLOYEES HIRED PRIOR TO 12/5/2012

	0	1	2	3	4	5	A	B	C	D	E
GRP 01	28538 1397.60 13.720	30360 1167.68 14.596	31491 1211.20 15.140	32646 1255.60 15.695	33783 1299.36 16.242	34925 1343.28 16.791	35489 1384.96 17.062	36067 1387.20 17.340	36629 1408.80 17.610	37207 1431.04 17.888	37762 1452.40 18.155
GRP 02	29095 1119.04 13.986	30948 1190.32 14.879	32142 1236.24 15.453	33326 1281.76 16.022	34516 1327.52 16.594	35691 1372.72 17.159	36881 1395.44 17.443	36891 1416.88 17.736	37473 1441.28 18.016	38064 1464.00 18.300	38653 1486.64 18.583
GRP 03	30475 1160.56 14.507	32092 1234.32 15.429	33342 1282.40 16.030	34590 1330.40 16.630	35828 1378.00 17.225	37103 1427.04 17.838	37725 1450.96 18.137	38368 1475.68 18.446	38981 1499.28 18.741	39612 1523.52 19.044	40236 1547.52 19.344
GRP 04	31466 1210.32 15.129	33478 1287.60 16.055	34794 1338.24 16.728	36121 1389.28 17.366	37465 1440.96 18.012	38798 1492.24 18.653	39472 1518.16 18.977	40115 1542.88 19.286	40795 1569.04 19.613	41461 1594.64 19.933	42118 1619.92 20.249
GRP 05	33288 1280.32 16.004	35412 1362.00 17.025	36883 1418.56 17.732	38326 1474.08 18.426	39795 1530.56 19.132	41261 1586.96 19.837	42047 1617.20 20.215	42846 1647.52 20.599	43645 1678.64 20.983	44439 1709.20 21.365	45238 1739.92 21.749
GRP 06	35759 1375.36 17.192	38033 1462.80 18.285	39776 1529.84 19.123	41496 1596.00 19.950	43220 1662.32 20.779	44970 1729.60 21.620	45983 1768.56 22.107	46996 1807.52 22.594	47984 1845.52 23.069	48994 1884.40 23.555	49999 1923.04 24.038
GRP 07	38370 1475.76 18.447	40820 1570.00 19.525	42937 1651.44 20.643	45065 1733.28 21.666	47185 1814.80 22.685	49292 1895.84 23.698	50442 1940.08 24.251	51592 1984.32 24.804	52745 2028.64 25.358	53891 2072.72 25.909	55049 2117.28 26.466
GRP 08	41205 1584.80 19.810	43834 1685.92 21.074	46309 1781.12 22.264	48793 1876.64 23.458	51260 1971.52 24.644	53718 2066.08 25.826	54993 2115.12 26.439	56282 2163.92 27.049	57531 2212.72 27.659	58802 2261.60 28.270	60077 2310.64 28.883
GRP 09	44267 1702.56 21.282	47104 1811.68 22.846	49880 1918.48 23.961	52645 2024.80 25.310	55409 2131.12 26.639	58182 2237.76 27.972	59569 2291.12 28.639	60956 2344.48 29.306	62329 2397.28 29.966	63710 2450.40 30.630	65096 2503.68 31.296
GRP 10	47530 1828.08 22.851	50559 1944.56 24.307	53583 2060.88 25.761	56586 2176.40 27.205	59604 2292.48 28.656	62635 2409.04 30.113	64156 2467.52 30.844	65651 2525.04 31.553	67172 2583.52 32.294	68684 2641.68 33.021	70194 2699.76 33.747
GRP 11	52530 2020.40 25.255	55883 2149.36 26.867	59124 2274.00 28.425	62421 2400.80 30.010	65659 2525.36 31.567	68929 2651.12 33.139	70570 2714.24 33.928	72201 2776.96 34.712	73830 2839.60 35.495	75460 2902.32 36.279	77097 2965.28 37.066
GRP 12	56297 2165.28 27.666	59892 2303.52 28.754	63509 2442.64 30.533	67134 2582.08 32.276	70737 2720.64 34.008	74352 2859.68 35.746	76168 2929.52 36.619	77969 2998.80 37.485	79783 3068.56 38.357	81594 3138.24 39.228	83404 3207.84 40.098
GRP 13	61612 2369.68 29.621	65545 2520.96 31.512	69499 2673.04 33.413	73474 2825.92 35.324	77455 2979.04 37.238	81397 3130.64 39.133	83383 3207.04 40.088	85372 3283.52 41.044	87364 3360.16 42.002	89361 3436.96 42.962	91349 3512.44 43.918

2023

CIVILIAN EMPLOYEES HIRED BEFORE 12/5/2012

	0	1	2	3	4	5	A	B	C	D	E
GRP 16	85062 3271.60 40.895	90488 3480.32 43.504	96009 3692.64 46.158	101558 3906.08 48.826	107095 4119.04 51.488	112611 4331.20 54.140	115380 4437.68 55.471	118156 4544.48 56.806	120935 4651.36 58.142	123708 4758.00 59.475	126485 4864.80 60.810
GRP 17	92722 3566.24 44.578	98642 3793.92 47.424	104707 4027.20 50.340	110900 4261.52 53.269	116875 4495.20 56.190	122963 4729.36 59.117	125998 4846.08 60.576	128043 4963.20 62.040	132080 5080.00 63.500	135115 5196.72 64.959	138156 5313.68 66.421

2024

CIVILIAN EMPLOYEES HIRED BEFORE 12/5/2012

	0	1	2	3	4	5	A	B	C	D	E
GRP 01	29395 1130.56 14.132	31271 1202.72 15.034	32436 1247.52 15.594	33625 1293.28 16.166	34796 1338.32 16.729	35974 1383.60 17.295	36554 1405.92 17.574	37149 1428.80 17.860	37727 1451.04 18.138	38324 1474.00 18.425	38896 1496.00 18.700
GRP 02	29969 1182.84 14.408	31876 1226.00 15.325	33107 1273.36 15.917	34326 1320.24 16.503	35551 1367.16 17.092	36762 1413.92 17.674	37369 1437.28 17.966	37997 1461.44 18.268	38596 1484.48 18.556	39206 1507.92 18.849	39811 1531.20 19.140
GRP 03	31079 1195.36 14.942	33055 1271.36 15.692	34343 1320.88 16.511	35628 1370.32 17.129	36903 1419.36 17.742	38216 1469.84 18.373	38856 1494.48 18.681	39518 1519.92 18.999	40150 1544.24 19.303	40799 1569.20 19.615	41442 1593.92 19.924
GRP 04	32413 1246.64 15.583	34482 1326.24 16.578	35838 1378.40 17.230	37205 1430.96 17.887	38588 1484.16 18.552	39963 1537.04 19.213	40656 1563.68 19.545	41319 1589.20 19.865	42018 1616.08 20.201	42704 1642.48 20.531	43380 1668.48 20.856
GRP 05	34287 1318.72 16.484	36475 1402.88 17.836	37989 1461.12 18.264	39476 1518.32 18.979	40988 1576.48 19.706	42499 1634.56 20.432	43308 1665.68 20.821	44131 1697.36 21.217	44953 1728.96 21.612	45772 1760.48 22.006	46594 1792.08 22.401
GRP 06	36833 1416.84 17.708	39175 1506.72 18.834	40970 1575.76 19.697	42742 1643.92 20.549	44516 1712.16 21.402	46320 1781.52 22.269	47362 1821.60 22.770	48406 1861.76 23.272	49423 1900.88 23.761	50465 1940.96 24.262	51499 1980.72 24.759
GRP 07	39520 1500.00 19.000	42045 1617.12 20.214	44225 1700.96 21.262	46417 1785.28 22.316	48601 1869.28 23.366	50771 1952.72 24.409	51956 2043.84 24.979	53140 2134.88 25.548	54328 2229.52 26.119	55507 2329.44 26.686	56701 2424.88 27.250
GRP 08	42440 1632.32 20.404	45148 1736.48 21.706	47699 1834.56 22.932	50257 1932.96 24.162	52797 2030.64 25.383	55330 2128.08 26.601	56643 2178.56 27.232	57949 2228.80 27.860	59257 2279.12 28.489	60565 2329.44 29.118	61878 2379.92 29.749
GRP 09	45594 1753.60 21.920	48516 1866.00 23.325	51376 1976.00 24.700	54224 2085.52 26.069	57071 2195.04 27.438	59927 2304.88 28.811	61356 2359.84 29.498	62785 2414.80 30.185	64199 2469.20 30.865	65622 2523.92 31.549	67049 2578.80 32.235
GRP 10	48957 1882.56 23.537	52075 2002.88 25.036	55191 2122.72 26.534	58284 2241.68 28.021	61393 2361.28 29.516	64513 2481.28 31.016	65080 2541.52 31.769	67621 2600.80 32.510	69187 2661.04 33.263	70745 2720.96 34.012	72299 2780.72 34.759
GRP 11	54107 2081.04 26.013	57560 2213.84 27.673	60998 2342.24 29.278	64293 2472.80 30.910	67629 2601.12 32.514	70997 2730.64 34.133	72688 2795.68 34.946	74366 2860.24 35.753	76045 2924.80 36.560	77723 3004.36 37.367	79410 3054.24 38.178
GRP 12	57986 2230.24 27.878	61689 2372.64 29.658	65414 2515.92 31.449	69148 2659.52 33.244	72858 2802.24 35.028	76581 2945.44 36.818	78453 3017.44 37.718	80309 3088.80 38.610	82177 3160.64 39.508	84042 3232.40 40.405	85906 3304.08 41.301
GRP 13	63411 2440.80 30.510	67511 2596.56 32.457	71583 2753.20 34.415	75679 2910.72 36.384	79778 3068.40 38.355	83839 3224.56 40.307	85885 3303.28 41.291	87932 3382.00 42.275	89985 3460.96 43.262	92042 3540.08 44.251	94091 3618.88 45.236

2024

CIVILIAN EMPLOYEES HIRED BEFORE 12/5/2012

	0	1	2	3	4	5	A	B	C	D	E
GRP 16	87614	93203	98889	104605	110309	115999	118841	121701	124563	127419	130279
	3389.76	3584.72	3803.44	4023.28	4242.64	4461.12	4570.80	4680.80	4790.88	4900.72	5010.72
	42.122	44.809	47.543	50.291	53.033	55.764	57.135	58.510	59.886	61.259	62.634
GRP 17	95503	101602	107848	114123	120382	126653	129777	132914	136042	139169	142301
	3673.20	3907.76	4148.00	4389.36	4630.08	4871.28	4991.44	5112.08	5232.40	5352.64	5473.12
	45.915	48.847	51.850	54.867	57.876	60.891	62.393	63.901	65.405	66.908	68.414

2025

CIVILIAN EMPLOYEES HIRED BEFORE 12/5/2012

	0	1	2	3	4	5	A	B	C	D	E
GRP 01	20276	32209	33409	34634	35840	37053	37650	38264	38859	39474	40063
	1164.48	1284.80	1332.08	1378.48	1425.12	1471.68	1518.24	1564.80	1611.36	1657.92	1704.48
	14.556	15.485	16.062	16.651	17.231	17.814	18.101	18.396	18.682	18.978	19.261
GRP 02	10957	32833	34102	35356	36618	37864	38490	39137	39755	40381	41005
	1187.20	1262.80	1311.60	1359.84	1408.40	1456.32	1480.40	1505.28	1529.04	1553.12	1577.12
	14.840	15.785	16.395	16.998	17.605	18.204	18.505	18.816	19.113	19.414	19.714
GRP 03	32011	34048	35372	36697	38010	39362	40021	40704	41355	42022	42686
	1231.20	1309.52	1360.48	1411.44	1461.92	1513.92	1539.28	1565.52	1590.56	1616.24	1641.76
	15.330	16.369	17.006	17.643	18.274	18.924	19.241	19.569	19.882	20.203	20.522
GRP 04	33384	35516	36914	38322	39747	41161	41875	42559	43279	43986	44683
	1284.00	1366.00	1419.76	1473.92	1528.72	1583.12	1610.56	1636.88	1664.56	1691.76	1718.56
	16.050	17.075	17.747	18.424	19.109	19.789	20.132	20.461	20.807	21.147	21.482
GRP 05	35316	37569	39129	40660	42218	43774	44608	45456	46301	47145	47992
	1358.32	1444.56	1504.96	1563.84	1623.76	1683.60	1715.68	1748.32	1780.80	1813.28	1845.84
	16.979	18.062	18.812	19.548	20.297	21.045	21.446	21.854	22.260	22.666	23.073
GRP 06	37937	40350	42199	44023	45852	47705	48782	49858	50906	51979	53044
	1459.12	1551.92	1623.04	1693.20	1763.52	1834.96	1876.24	1917.60	1957.92	1999.20	2040.16
	18.239	19.399	20.288	21.165	22.044	22.937	23.453	23.970	24.474	24.990	25.502
GRP 07	40706	43306	45552	47809	50059	52293	53514	54733	55958	57173	58402
	1565.60	1665.60	1752.00	1838.80	1925.36	2011.28	2058.24	2105.12	2152.24	2198.96	2246.24
	19.570	20.820	21.900	22.985	24.067	25.141	25.728	26.314	26.903	27.487	28.078
GRP 08	43713	46503	49130	51765	54380	56990	58342	59688	61036	62383	63733
	1681.28	1788.56	1889.60	1990.96	2091.52	2191.92	2243.92	2295.68	2347.52	2399.36	2451.28
	21.016	22.357	23.620	24.887	26.144	27.399	28.049	28.696	29.344	29.992	30.641
GRP 09	46962	49972	52917	55850	58783	61724	63197	64659	66125	67590	69060
	1806.24	1922.00	2035.28	2148.08	2260.88	2374.00	2430.64	2487.28	2543.28	2599.60	2656.16
	22.578	24.025	25.441	26.851	28.261	29.675	30.383	31.091	31.791	32.495	33.202
GRP 10	50425	53637	56846	60033	63234	66448	68062	69649	71263	72867	74468
	1939.44	2062.96	2186.40	2308.96	2432.08	2555.68	2617.76	2678.80	2740.88	2802.56	2864.16
	24.243	25.787	27.330	28.862	30.401	31.946	32.722	33.485	34.261	35.032	35.802
GRP 11	55729	59286	62724	66221	69657	73127	74868	76598	78327	80055	81792
	2143.44	2280.24	2412.48	2546.96	2679.12	2813.56	2879.52	2946.08	3012.56	3079.04	3145.84
	26.793	28.503	30.156	31.837	33.489	35.157	35.994	36.826	37.657	38.488	39.323
GRP 12	59725	63540	67375	71221	75044	78880	80808	82717	84641	86563	88483
	2297.12	2443.84	2591.36	2739.28	2886.32	3033.84	3108.00	3181.44	3255.44	3329.36	3403.20
	28.714	30.548	32.392	34.241	36.079	37.923	38.850	39.768	40.693	41.617	42.540
GRP 13	65364	69336	73730	77950	82172	86353	88462	90559	92585	94604	96613
	2514.00	2674.48	2835.76	2998.08	3160.48	3321.28	3402.40	3483.44	3564.80	3646.32	3727.44
	31.425	33.431	35.447	37.476	39.506	41.516	42.530	43.543	44.560	45.579	46.593

2025

CIVILIAN EMPLOYEES HIRED BEFORE 12/5/2012

	0	1	2	3	4	5	A	B	C	D	E
GRP 16	90243	95998	101856	107744	113618	119469	122406	125351	128301	131242	134187
	3470.88	3622.24	3917.52	4144.00	4369.92	4594.96	4707.92	4821.20	4934.64	5047.76	5161.04
	43.386	46.153	48.969	51.800	54.624	57.437	59.849	60.265	61.683	63.097	64.513
GRP 17	98367	104649	111064	117547	123993	130453	133671	136901	140123	143343	146569
	3783.36	4024.96	4272.48	4521.04	4768.96	5017.44	5141.20	5265.44	5389.36	5513.20	5637.28
	47.292	50.312	53.406	56.513	59.612	62.718	64.265	65.816	67.367	68.915	70.466

2026

CIVILIAN EMPLOYEES HIRED BEFORE 12/5/2012

	0	1	2	3	4	5	A	B	C	D	E
GRP 01	31185 1199.44 14,993	33176 1276.00 15,950	34412 1323.52 16,544	35674 1372.08 17,151	36916 1419.84 17,748	38164 1467.84 18,348	39780 1491.52 18,644	39412 1515.84 18,948	40023 1539.36 19,242	40658 1563.76 19,547	41265 1587.12 19,939
GRP 02	31793 1222.80 15,285	33819 1300.72 16,259	35125 1350.96 16,887	36417 1400.64 17,508	37717 1450.64 18,133	39000 1500.00 18,750	39645 1524.80 19,060	40310 1549.40 19,380	40947 1574.88 19,686	41592 1599.68 19,996	42234 1624.40 20,305
GRP 03	32972 1266.16 15,852	35069 1348.80 16,860	36433 1401.28 17,516	37798 1453.76 18,172	39150 1505.76 18,822	40543 1559.36 19,492	41221 1585.44 19,818	41924 1612.48 20,156	42594 1638.24 20,478	43283 1664.72 20,809	43967 1691.04 21,138
GRP 04	34387 1322.56 16,532	36581 1406.96 17,587	38020 1462.32 18,279	39472 1518.16 18,977	40939 1574.56 19,682	42397 1630.64 20,383	43121 1658.88 20,736	43836 1686.00 21,075	44576 1714.48 21,431	45304 1742.48 21,781	46022 1770.08 22,126
GRP 05	36375 1399.88 17,488	38596 1488.32 18,604	40302 1550.08 19,376	41879 1610.72 20,134	43484 1672.48 20,906	45086 1734.08 21,676	45945 1767.12 22,089	46821 1800.80 22,510	47690 1834.24 22,928	48560 1867.68 23,346	49431 1901.20 23,765
GRP 06	39075 1502.88 18,786	41560 1598.48 19,981	43466 1671.76 20,897	45344 1744.00 21,800	47226 1816.40 22,705	49140 1890.00 23,625	50247 1932.56 24,157	51352 1975.12 24,689	52433 2016.84 25,208	53529 2059.20 25,740	54635 2101.36 26,267
GRP 07	41927 1612.56 20,157	44606 1715.60 21,445	46919 1804.56 22,557	49244 1894.00 23,675	51561 1983.12 24,789	53862 2071.60 25,895	55120 2168.24 26,500	56374 2216.80 27,103	57637 2264.96 27,710	58889 2313.60 28,312	60154 2364.80 28,920
GRP 08	45024 1731.68 21,646	47898 1842.24 23,028	50604 1946.32 24,329	53119 2050.72 25,634	56010 2154.24 26,928	58700 2257.68 28,221	60091 2311.20 28,890	61479 2364.56 29,557	62866 2417.92 30,224	64255 2471.36 30,892	65645 2524.80 31,560
GRP 09	48370 1860.40 23,255	51472 1979.68 24,746	54504 2096.32 26,204	57527 2212.56 27,657	60547 2328.72 29,109	63575 2445.20 30,565	65092 2503.52 31,294	66610 2561.92 32,024	68110 2619.60 32,745	69618 2677.60 33,470	71132 2735.84 34,198
GRP 10	51938 1997.60 24,970	55247 2124.88 26,561	58552 2252.00 28,150	61834 2378.24 29,728	65131 2505.04 31,313	68440 2632.32 32,904	70104 2696.32 33,704	71739 2759.20 34,490	73401 2823.12 35,289	75053 2886.64 36,083	76702 2950.08 36,876
GRP 11	57402 2207.76 27,597	61065 2348.64 29,358	64607 2484.88 31,061	68207 2623.36 32,792	71748 2759.52 34,494	75321 2896.96 36,212	77114 2965.92 37,074	78896 3034.48 37,921	80677 3102.96 38,777	82457 3171.44 39,643	84246 3240.24 40,503
GRP 12	61516 2366.00 29,575	65445 2517.12 31,464	69397 2669.12 33,364	73357 2821.44 35,268	77295 2972.88 37,161	81247 3124.88 39,061	83233 3201.28 40,016	85199 3276.88 40,961	87181 3353.12 41,914	89161 3429.28 42,866	91137 3505.28 43,816
GRP 13	67325 2589.44 32,368	71523 2754.72 34,434	75941 2920.80 36,510	80288 3088.00 38,600	84637 3255.28 40,691	88943 3420.88 42,761	91116 3504.48 43,806	93286 3587.92 44,849	95466 3671.76 45,897	97648 3755.68 46,946	99821 3839.28 47,991

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CIVILIAN EMPLOYEES HIRED BEFORE 12/5/2012

	0	1	2	3	4	5	A	B	C	D	E
GRP 16	92951	98879	104911	110976	117027	123053	126077	129112	132149	135179	138212
	3575.04	3803.04	4035.04	4268.32	4501.04	4732.80	4849.12	4965.84	5082.64	5199.20	5315.84
	44.688	47.538	50.438	53.354	56.263	59.160	60.614	62.073	63.533	64.990	66.448
GRP 17	101319	107788	114417	121073	127712	134368	137681	141009	144327	147643	150966
	3896.88	4145.68	4400.64	4656.64	4912.00	5168.00	5295.44	5423.44	5551.04	5678.56	5806.40
	48.711	51.821	55.008	58.208	61.400	64.600	66.193	67.793	69.388	70.982	72.580

2022 CIVILIAN EMPLOYEES HIRED AFTER 12/5/2012

	0	1	2	3	4	5	6	7	A	B	C	D	E
GRP 04	30551 1175.04 14.688	31566 1234.08 15.176	32583 1253.20 15.665	33602 1331.52 16.155	34620 1370.64 17.133	35637 1409.60 17.620	36650 1448.72 18.109	37667 1487.92 18.423	38684 1523.28 18.724	39605 1559.36 19.041	40522 1599.52 19.352	41540 1630.08 19.659	42557 1669.68 19.969
GRP 05	32327 1243.36 15.542	33440 1329.04 16.077	34555 1372.00 16.613	35672 1413.76 17.150	36788 1457.68 17.672	37900 1500.12 18.221	39012 1540.48 18.756	40055 1589.68 19.257	41082 1630.08 19.681	42058 1679.36 19.999	43082 1729.52 20.376	44143 1779.68 20.742	45199 1829.76 21.121
GRP 06	34753 1336.64 16.708	35942 1428.72 17.280	37147 1474.88 17.859	38347 1519.92 18.436	39518 1566.96 18.999	40741 1612.96 19.587	41937 1656.08 20.162	43058 1699.20 20.701	44200 1742.44 21.233	45362 1789.44 21.765	46522 1830.08 22.297	47678 1879.76 22.829	48834 1929.92 23.361
GRP 07	37253 1432.80 17.910	38769 1549.20 18.639	40279 1607.60 19.365	41798 1665.84 20.095	43312 1724.08 20.823	44826 1782.24 21.551	46338 1840.64 22.278	47857 1899.20 23.008	49372 1957.68 23.740	50891 2016.08 24.472	52400 2074.44 25.204	53908 2132.80 25.936	55416 2190.16 26.668
GRP 08	40003 1538.56 19.232	41737 1605.28 20.086	43470 1671.92 20.839	45207 1738.72 21.592	46944 1805.52 22.345	48676 1872.16 23.098	50415 1939.04 23.851	52154 2005.92 24.604	53892 2072.80 25.357	55630 2139.68 26.109	57368 2206.56 26.862	59106 2273.44 27.615	60844 2340.32 28.368
GRP 09	42975 1652.88 20.661	44909 1727.28 21.531	46837 1801.44 22.384	48770 1875.76 23.237	50696 1949.84 24.090	52624 2024.00 24.843	54554 2098.24 25.596	56487 2172.56 26.349	58420 2246.88 27.102	60352 2321.20 27.855	62284 2395.52 28.608	64216 2469.76 29.361	66148 2544.00 30.114
GRP 12	50923 1958.56 24.482	52620 2023.84 25.298	54313 2088.96 26.112	56010 2154.24 26.928	57712 2219.68 27.746	59409 2284.96 28.562	61104 2350.16 29.377	62806 2415.60 30.195	64499 2480.72 31.009	66200 2546.16 31.827	67897 2611.44 32.643	69591 2686.56 33.457	71280 2751.84 34.274
GRP 13	55251 2125.04 26.563	57092 2195.84 27.448	58935 2266.72 28.334	60771 2337.36 29.217	62620 2408.48 30.106	64459 2479.20 30.990	66298 2549.92 31.874	68143 2620.88 32.761	69980 2691.52 33.644	71829 2762.64 34.533	73669 2833.44 35.418	75510 2904.24 36.303	77353 2975.12 37.189
GRP 14	55251 2125.04 26.563	57092 2195.84 27.448	58935 2266.72 28.334	60771 2337.36 29.217	62620 2408.48 30.106	64459 2479.20 30.990	66298 2549.92 31.874	68143 2620.88 32.761	69980 2691.52 33.644	71829 2762.64 34.533	73669 2833.44 35.418	75510 2904.24 36.303	77353 2975.12 37.189
GRP 15	73145 2813.28 35.166	77811 2922.72 37.409	80981 3114.64 38.933	84153 3236.64 40.458	87320 3358.48 41.981	90490 3480.40 43.505	93660 3602.32 45.029	96836 3724.48 46.556	99216 3816.00 47.700	101596 3907.52 48.844	103981 4009.28 49.991	106365 4111.84 51.132	108732 4214.40 52.275
GRP 16	82584 3176.32 39.704	87853 3378.96 42.237	90921 3496.96 43.712	93989 3614.96 45.187	97161 3736.96 46.712	100127 3851.04 48.138	103195 3969.04 49.613	106331 4087.12 51.088	109461 4205.04 52.563	112614 4316.00 53.855	115784 4424.40 55.151	118954 4533.28 56.449	122101 4642.40 57.743
GRP 17	90037 3452.96 45.287	94245 3624.80 48.310	98448 3786.48 49.331	102652 3948.16 50.352	106858 4109.92 51.374	111064 4271.68 52.400	115269 4433.44 53.428	119474 4595.20 54.456	123679 4759.04 55.504	127884 4922.88 56.552	132089 5086.72 57.600	136294 5244.40 58.648	140499 5402.08 59.746
GRP 18	100350 3859.60 48.265	105036 4029.84 50.498	109724 4200.16 52.752	114410 4400.40 55.005	119099 4600.72 57.259	123783 4801.12 59.511	128469 4991.20 61.764	133041 5186.56 63.962	137624 5381.84 66.210	142208 5577.28 68.458	146792 5777.76 70.904	151376 5978.24 73.350	155960 6178.72 75.796

2023

CIVILIAN EMPLOYEES HIRED AFTER 12/5/2012

	0	1	2	3	4	5	6	7	A	B	C	D	E
GRP 04	31468	32512	33561	34611	35657	36706	37750	38796	39470	40115	40793	41461	42118
	1210.32	1250.48	1290.90	1331.20	1371.44	1411.76	1451.92	1492.16	1518.08	1542.88	1568.96	1594.64	1619.92
	15.129	15.631	16.135	16.640	17.143	17.647	18.149	18.652	18.976	19.286	19.612	19.933	20.249
GRP 05	33297	34443	35591	36743	37890	39037	40184	41257	42037	42848	43653	44437	45250
	1280.64	1324.72	1368.88	1413.20	1456.16	1501.44	1545.52	1586.80	1616.80	1647.92	1678.96	1709.12	1740.40
	16.008	16.559	17.111	17.665	18.202	18.748	19.319	19.835	20.210	20.599	20.987	21.364	21.755
GRP 06	35795	37020	38262	39497	40704	41964	43195	44350	45190	46062	46929	47769	48643
	1376.72	1423.84	1471.60	1519.12	1565.52	1614.00	1661.36	1705.76	1738.08	1771.60	1804.96	1837.28	1870.88
	17.209	17.798	18.395	18.989	19.569	20.175	20.767	21.322	21.726	22.145	22.562	22.966	23.386
GRP 07	38370	39932	41498	43052	44612	46172	47728	49292	50440	51592	52745	53891	55049
	1475.76	1535.84	1595.68	1655.84	1715.84	1775.84	1835.68	1895.84	1940.00	1984.32	2038.64	2072.72	2117.28
	18.447	19.198	19.946	20.698	21.448	22.198	22.946	23.698	24.250	24.804	25.358	25.909	26.466
GRP 08	41203	42989	44774	46563	48352	50136	51927	53718	54993	56262	57531	58902	60077
	1584.72	1653.44	1722.08	1790.88	1859.68	1928.32	1997.20	2066.08	2115.12	2163.92	2212.72	2261.60	2310.64
	19.809	20.668	21.526	22.386	23.246	24.104	24.965	25.826	26.439	27.049	27.659	28.270	28.883
GRP 09	44264	46257	48244	50232	52216	54203	56191	58182	59565	60956	62331	63710	65096
	1702.48	1779.12	1855.52	1932.00	2008.32	2084.72	2161.20	2237.76	2290.96	2344.48	2397.36	2450.40	2503.68
	21.281	22.239	23.194	24.150	25.104	26.059	27.015	27.972	28.637	29.306	29.967	30.630	31.296
GRP 12	52449	54199	55942	57691	59442	61192	62937	64690	66433	68187	69934	71679	73428
	2017.28	2084.56	2151.60	2218.88	2286.24	2353.52	2420.64	2488.08	2555.12	2622.56	2689.76	2756.88	2824.16
	25.216	26.057	26.895	27.736	28.578	29.419	30.258	31.101	31.939	32.782	33.622	34.461	35.302
GRP 13	56909	58804	60703	62596	64499	66394	68286	70188	72078	73984	75880	77775	79674
	2188.80	2261.68	2334.72	2407.52	2480.72	2553.60	2626.40	2699.52	2772.24	2845.52	2918.48	2991.36	3064.40
	27.360	28.271	29.184	30.094	31.009	31.920	32.830	33.744	34.653	35.569	36.481	37.392	38.305
GRP 14	56909	58804	60703	62596	64499	66394	68286	70188	72078	73984	75880	77775	79674
	2188.80	2261.68	2334.72	2407.52	2480.72	2553.60	2626.40	2699.52	2772.24	2845.52	2918.48	2991.36	3064.40
	27.360	28.271	29.184	30.094	31.009	31.920	32.830	33.744	34.653	35.569	36.481	37.392	38.305
GRP 15	75340	80144	83410	86678	89939	93205	96470	99742	102192	104643	107101	109545	111993
	2897.68	3082.48	3208.08	3333.76	3459.20	3584.80	3710.40	3836.24	3930.48	4024.72	4119.28	4213.28	4307.44
	36.221	38.531	40.101	41.672	43.240	44.810	46.380	47.953	49.131	50.309	51.491	52.666	53.843
GRP 16	85062	90488	93648	96809	100075	103131	106290	112611	115380	119156	120935	123709	126485
	3271.60	3480.32	3601.94	3723.44	3849.04	3966.56	4088.08	4311.20	4437.68	4544.48	4651.36	4758.00	4864.80
	40.995	43.504	45.023	46.543	48.113	49.682	51.101	54.140	55.471	56.806	58.142	59.475	60.810
GRP 17	92739	97072	101402	105733	110063	114396	118728	122955	126011	129035	132088	135115	138170
	3566.88	3733.52	3900.08	4066.64	4233.20	4399.84	4566.48	4729.04	4845.56	4962.88	5080.32	5196.72	5314.24
	44.586	46.669	48.751	50.833	52.915	54.998	57.081	59.113	60.582	62.036	63.504	64.959	66.428
GRP 18	103359	108187	113017	117842	122672	127496	132323	137032	140442	143813	147212	150590	153991
	3975.36	4161.04	4346.80	4532.40	4718.16	4903.68	5089.36	5270.48	5401.60	5531.28	5662.00	5791.92	5922.72
	49.692	52.013	54.335	56.655	58.977	61.296	63.617	65.881	67.520	69.141	70.775	72.399	74.034

2024 CIVILIAN EMPLOYEES HIRED AFTER 12/5/2012

	0	1	2	3	4	5	6	7	A	B	C	D	E
GRP 04	32413	33488	34568	35649	36727	37806	38881	39961	40654	41319	42016	42704	43380
	1246.64	1238.00	1329.52	1371.12	1412.56	1454.09	1495.44	1536.96	1589.20	1589.20	1616.00	1642.48	1668.48
	15.583	16.100	16.619	17.139	17.657	18.176	18.693	19.212	19.545	19.865	20.200	20.531	20.856
GRP 05	34295	35476	36658	37846	38996	40208	41390	42494	43297	44131	44963	45770	46609
	1319.04	1364.48	1409.92	1455.60	1499.48	1546.48	1591.89	1634.40	1665.28	1697.36	1729.36	1760.40	1782.64
	16.488	17.056	17.624	18.195	18.748	19.311	19.899	20.420	20.816	21.217	21.617	22.005	22.408
GRP 06	36368	38131	39410	40683	41924	43222	44491	45681	46546	47443	48337	49202	50103
	1418.00	1466.56	1515.76	1564.72	1612.48	1662.40	1711.20	1756.96	1790.24	1824.72	1859.12	1892.40	1927.04
	17.725	18.332	18.947	19.559	20.156	20.780	21.390	21.962	22.378	22.809	23.239	23.655	24.088
GRP 07	39220	41130	42732	44344	45949	47557	49159	50771	51954	53140	54328	55507	56701
	1520.00	1581.92	1643.52	1705.52	1767.28	1829.12	1890.72	1952.72	1998.24	2043.84	2089.52	2134.88	2180.80
	19.000	19.774	20.544	21.319	22.091	22.864	23.634	24.409	24.978	25.548	26.119	26.686	27.260
GRP 08	42438	44279	46118	47961	49801	51640	53485	55330	56843	57949	59257	60565	61878
	1632.24	1703.04	1773.76	1844.64	1915.44	1986.16	2057.12	2128.08	2178.56	2228.80	2279.12	2329.44	2379.92
	20.403	21.288	22.172	23.058	23.943	24.827	25.714	26.601	27.232	27.960	28.489	29.118	29.749
GRP 09	45592	47644	49691	51740	53783	55829	57876	59927	61352	62785	64201	65622	67049
	1753.52	1832.48	1911.20	1990.00	2068.56	2147.28	2226.00	2304.88	2359.68	2414.80	2469.28	2523.92	2578.80
	21.919	22.906	23.890	24.875	25.857	26.841	27.825	28.811	29.496	30.185	30.866	31.549	32.235
GRP 12	54022	55825	57620	59421	61225	63028	64835	66631	68426	70231	72032	73830	75631
	2077.76	2147.12	2216.16	2285.44	2354.80	2424.16	2493.28	2562.72	2631.76	2701.20	2770.48	2839.60	2908.88
	25.972	26.839	27.702	28.568	29.435	30.302	31.166	32.034	32.897	33.765	34.631	35.495	36.361
GRP 13	58616	60568	62525	64474	66433	68386	70335	72292	74241	76203	78156	80109	82064
	2254.48	2329.52	2404.80	2479.76	2555.12	2630.24	2705.20	2780.48	2855.44	2930.88	3006.00	3081.12	3156.32
	28.181	29.119	30.060	30.997	31.939	32.878	33.815	34.756	35.693	36.636	37.575	38.514	39.454
GRP 14	58616	60568	62525	64474	66433	68386	70335	72292	74241	76203	78156	80109	82064
	2254.48	2329.52	2404.80	2479.76	2555.12	2630.24	2705.20	2780.48	2855.44	2930.88	3006.00	3081.12	3156.32
	28.181	29.119	30.060	30.997	31.939	32.878	33.815	34.756	35.693	36.636	37.575	38.514	39.454
GRP 15	77501	82549	85912	89278	92637	96000	99364	102735	105358	107781	110315	112832	115353
	2884.64	3174.96	3304.32	3433.76	3562.96	3692.32	3821.68	3951.36	4048.40	4145.44	4242.88	4339.68	4436.64
	37.508	39.687	41.304	42.922	44.537	46.154	47.771	49.392	50.605	51.818	53.036	54.246	55.458
GRP 16	87614	93203	96458	99713	103076	106224	109479	115989	118841	121701	124563	127419	130279
	3369.76	3584.72	3709.92	3835.12	3964.48	4085.52	4210.72	4461.12	4570.80	4680.80	4790.88	4900.72	5010.72
	42.122	44.809	46.374	47.939	49.556	51.069	52.634	55.764	57.135	58.510	59.886	61.259	62.634
GRP 17	95222	99394	104445	108905	113364	117828	122289	126643	129790	133206	136051	139169	142316
	3673.92	3845.52	4017.12	4188.64	4360.16	4531.84	4703.44	4870.88	4991.92	5111.76	5232.72	5352.64	5473.68
	45.924	48.069	50.214	52.358	54.502	56.648	58.793	60.886	62.399	63.897	65.409	66.908	68.421
GRP 18	106461	111432	116407	121378	126352	131321	136294	141143	144856	148127	151628	155103	158610
	4094.64	4285.84	4477.20	4668.40	4859.68	5050.80	5242.08	5428.56	5563.68	5697.20	5831.84	5965.68	6100.40
	51.183	53.573	55.965	58.355	60.746	63.135	65.526	67.857	69.546	71.215	72.898	74.571	76.255

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CIVILIAN EMPLOYEES HIRED AFTER 12/5/2012

	0	1	2	3	4	5	6	7	A	B	C	D	E
GRP 04	33384 1284.00 16.050	34493 1326.64 16.583	35505 1369.44 17.118	36718 1412.24 17.653	37829 1454.96 18.187	38940 1497.68 18.721	40048 1540.32 19.254	41159 1583.04 19.788	41872 1610.48 20.131	42559 1636.88 20.461	43276 1664.48 20.806	43986 1691.76 21.147	44683 1718.56 21.482
GRP 05	35325 1358.64 16.983	36541 1405.44 17.568	37758 1452.24 18.153	38981 1499.28 18.741	40165 1546.80 19.310	41415 1594.88 19.911	42632 1639.68 20.456	43769 1683.44 21.043	44595 1715.20 21.440	45456 1748.32 21.854	46313 1781.28 22.266	47143 1813.20 22.655	48006 1846.40 23.080
GRP 06	37975 1450.56 18.257	39275 1510.56 18.882	40591 1561.20 19.515	41904 1611.68 20.146	43183 1660.88 20.761	44518 1712.24 21.403	45827 1762.56 22.032	47052 1809.68 22.621	47942 1843.92 23.049	48865 1879.44 23.493	49787 1914.88 23.936	50679 1949.20 24.365	51607 1984.88 24.811
GRP 07	40706 1565.60 19.570	42363 1629.36 20.367	44013 1692.80 21.160	45675 1756.72 21.959	47328 1820.32 22.754	48984 1884.00 23.550	50633 1947.44 24.343	52293 2011.28 25.141	53512 2058.16 25.727	54733 2105.12 26.314	55958 2152.24 26.903	57173 2198.96 27.487	58402 2246.24 28.078
GRP 08	43711 1681.20 21.015	45608 1754.16 21.927	47501 1826.96 22.837	49400 1900.00 23.750	51295 1972.88 24.661	53190 2045.76 25.572	55089 2118.80 26.485	56990 2191.92 27.399	58342 2243.92 28.049	59689 2295.68 28.696	61036 2347.52 29.344	62383 2399.36 29.992	63733 2451.28 30.641
GRP 09	46960 1806.16 22.577	49073 1887.44 23.593	51183 1968.56 24.607	53292 2049.68 25.621	55397 2130.64 26.633	57504 2211.68 27.646	59613 2292.80 28.660	61724 2374.00 29.675	63192 2430.48 30.381	64669 2487.28 31.091	66127 2543.36 31.792	67590 2599.60 32.495	69060 2656.16 33.202
GRP 12	55642 2140.08 26.751	57500 2211.52 27.644	59349 2282.64 28.533	61204 2354.00 29.425	63061 2425.44 30.318	64919 2496.88 31.211	66770 2568.08 32.101	68630 2639.60 32.995	70479 2710.72 33.884	72338 2782.24 34.778	74194 2853.60 35.670	76045 2924.80 36.560	77900 2996.16 37.452
GRP 13	60374 2322.08 29.026	62385 2399.44 29.993	64401 2476.96 30.962	66408 2554.16 31.927	68426 2631.76 32.897	70437 2709.12 33.864	72444 2786.32 34.829	74462 2863.92 35.799	76469 2941.12 36.764	78489 3018.80 37.735	80500 3096.16 38.702	82512 3173.52 39.669	84527 3251.04 40.638
GRP 14	60374 2322.08 29.026	62385 2399.44 29.993	64401 2476.96 30.962	66408 2554.16 31.927	68426 2631.76 32.897	70437 2709.12 33.864	72444 2786.32 34.829	74462 2863.92 35.799	76469 2941.12 36.764	78489 3018.80 37.735	80500 3096.16 38.702	82512 3173.52 39.669	84527 3251.04 40.638
GRP 15	79928 3074.16 38.427	85026 3270.24 40.878	89489 3403.44 42.543	91957 3536.80 44.210	95416 3659.84 45.873	98881 3803.12 47.539	102344 3936.32 49.204	105818 4069.92 50.874	108416 4169.84 52.123	111016 4269.84 53.373	113624 4370.16 54.627	116215 4489.84 55.873	118814 4589.76 57.122
GRP 16	90243 3470.88 43.386	95998 3692.24 46.153	99351 3821.20 47.765	102704 3950.16 49.377	106169 4083.44 51.043	109410 4208.08 52.601	112763 4337.04 54.213	119469 4594.96 57.437	122406 4707.92 58.849	125351 4821.20 60.265	128301 4934.64 61.683	131242 5047.76 63.097	134187 5161.04 64.513
GRP 17	98188 3784.16 47.302	102983 3960.88 49.511	107578 4137.60 51.720	112172 4314.32 53.929	116765 4490.96 56.137	121362 4667.76 58.347	125959 4844.56 60.557	130443 5017.04 62.713	133684 5141.68 64.271	136893 5265.12 65.814	140132 5389.68 67.371	143343 5513.20 68.915	146586 5637.92 70.474
GRP 18	109653 4217.44 52.719	114774 4414.40 55.180	119900 4611.52 57.644	125020 4808.48 60.106	130141 5005.44 62.568	135260 5202.32 65.029	140383 5399.36 67.432	145377 5591.44 69.893	148995 5730.56 71.632	152570 5968.08 73.351	156177 6006.80 75.085	159761 6144.64 76.808	163369 6283.44 78.543

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CIVILIAN EMPLOYEES HIRED AFTER 12/5/2012

	0	1	2	3	4	5	6	7	A	B	C	D	E
GRP 04	34387 1322.56 16.532	35526 1366.40 17.080	36675 1410.56 17.632	37821 1454.64 18.183	38965 1498.64 18.733	40109 1542.64 19.283	41251 1586.56 19.832	42395 1630.56 20.382	43539 1674.40 20.932	44683 1718.40 21.482	45827 1762.40 22.032	46971 1806.40 22.582	48115 1850.40 23.132
GRP 05	36383 1399.36 17.492	37638 1447.60 18.095	38892 1495.84 18.698	40150 1544.24 19.303	41369 1591.12 19.889	42657 1640.64 20.508	43911 1688.68 21.111	45082 1733.32 21.674	46261 1781.60 22.232	47440 1829.60 22.792	48619 1877.60 23.345	49798 1925.60 23.898	50977 1973.60 24.451
GRP 06	39114 1504.40 18.805	40452 1555.84 19.448	41808 1608.00 20.100	43160 1660.00 20.750	44479 1710.72 21.384	45854 1763.60 22.045	47201 1815.44 22.693	48464 1864.00 23.300	49729 1916.80 23.948	51043 1968.00 24.596	52357 2019.20 25.244	53671 2071.60 25.892	54985 2124.00 26.540
GRP 07	41927 1612.56 20.157	43634 1678.24 20.978	45334 1743.60 21.795	47045 1809.44 22.618	48749 1874.96 23.437	50455 1940.56 24.257	52152 2005.84 25.073	53862 2071.60 25.895	55518 2149.20 26.717	57224 2216.80 27.539	58930 2292.00 28.361	60636 2367.20 29.183	62342 2442.40 29.995
GRP 08	45022 1731.60 21.645	46977 1806.80 22.585	48926 1881.76 23.522	50883 1957.04 24.463	52834 2032.08 25.401	54785 2107.12 26.339	56742 2182.40 27.280	58700 2257.68 28.221	60659 2332.80 29.163	62618 2408.00 30.095	64577 2483.20 31.027	66536 2558.40 31.959	68495 2633.60 32.891
GRP 09	48368 1860.32 23.254	50546 1944.08 24.301	52718 2027.60 25.345	54891 2111.20 26.390	57059 2194.56 27.432	59228 2278.00 28.475	61402 2361.60 29.520	63575 2445.20 30.565	65748 2528.80 31.609	67921 2612.40 32.653	70094 2696.00 33.695	72267 2779.60 34.737	74440 2863.20 35.779
GRP 12	57312 2304.32 27.554	59224 2377.84 28.473	61129 2451.12 29.389	63041 2524.64 30.308	64954 2598.16 31.228	66865 2671.68 32.147	68773 2745.12 33.084	70689 2818.64 33.985	72594 2892.08 34.901	74508 2965.68 35.821	76419 3038.20 36.740	78327 3110.80 37.657	80238 3183.36 38.576
GRP 13	62186 2391.76 29.897	64257 2471.44 30.893	66333 2551.28 31.891	68401 2630.80 32.885	70479 2710.72 33.884	72550 2790.40 34.880	74618 2869.92 35.874	76696 2949.84 36.873	78763 3029.36 37.867	80843 3109.36 38.867	82915 3189.04 39.863	84987 3268.72 40.859	87063 3348.56 41.857
GRP 14	62186 2391.76 29.897	64257 2471.44 30.893	66333 2551.28 31.891	68401 2630.80 32.885	70479 2710.72 33.884	72550 2790.40 34.880	74618 2869.92 35.874	76696 2949.84 36.873	78763 3029.36 37.867	80843 3109.36 38.867	82915 3189.04 39.863	84987 3268.72 40.859	87063 3348.56 41.857
GRP 15	82326 3166.40 39.897	87576 3368.32 42.104	91144 3505.52 43.819	94715 3642.88 45.536	98278 3779.92 47.249	101847 3917.20 48.965	105414 4054.40 50.680	108992 4192.00 52.400	112569 4329.60 54.124	116146 4467.20 55.848	119723 4604.80 57.572	123299 4742.40 59.296	126876 4880.00 61.020
GRP 16	92951 3575.04 44.686	98879 3803.04 47.538	102332 3935.84 49.198	105785 4068.64 50.858	109354 4205.92 52.574	112692 4334.32 54.173	116145 4467.20 55.848	120053 4604.80 57.572	123506 4742.40 59.296	126959 4880.00 61.020	130412 5017.60 62.744	133865 5152.00 64.488	137318 5287.20 66.242
GRP 17	101340 3897.68 48.721	106072 4079.68 50.996	110806 4261.76 53.272	115538 4443.76 55.547	120268 4625.68 57.821	125002 4807.76 60.097	129738 4989.92 62.374	134356 5167.52 64.594	138974 5350.00 67.118	143592 5530.40 69.642	148210 5702.40 72.190	152828 5874.40 74.762	157446 6046.40 77.334
GRP 18	112944 4344.00 54.300	118217 4546.80 56.835	123496 4749.84 59.373	128771 4952.72 61.909	134045 5155.60 64.445	139318 5358.40 66.980	144595 5561.20 69.517	149739 5764.00 72.040	154883 5976.80 74.572	160027 6189.60 77.124	165171 6402.40 79.696	170315 6615.20 82.268	175459 6828.00 84.840

2022 OFFICERS HIRED BEFORE 12/5/12

	0	1	2	3	4	5	A	B	C	D	E
GRP 09	43971 1691.20 21.140	45785 1799.44 22.493	49544 1905.52 23.819	52295 2011.36 25.142	55033 2116.64 26.458	57793 2322.80 27.785	59168 2375.68 28.446	60549 2328.80 29.110	61913 2381.28 29.766	63284 2434.00 30.425	64663 2487.04 31.088
GRP 10	47212 1815.64 22.698	50217 1931.44 24.143	53221 2046.96 25.587	56214 2162.08 27.026	59201 2276.96 28.462	62219 2393.04 29.913	63723 2450.88 30.636	65214 2508.24 31.353	66716 2566.00 32.075	68224 2624.00 32.800	69722 2681.60 33.520
GRP 11	52179 2006.88 25.086	55503 2134.72 26.684	58733 2258.96 28.237	61996 2384.48 29.806	65223 2508.56 31.357	68472 2633.52 32.919	70098 2696.08 33.701	71712 2758.16 34.477	73328 2820.32 35.254	74957 2882.96 36.037	76579 2945.36 36.817
GRP 12	55917 2150.64 26.883	59486 2287.92 28.599	63080 2426.16 30.327	66683 2564.72 32.059	70262 2702.40 33.760	73855 2840.56 35.507	75658 2909.92 36.374	77447 2978.72 37.234	79246 3047.92 38.099	81045 3117.12 38.964	82848 3186.48 39.831
GRP 13	61202 2353.92 29.424	65102 2503.92 31.299	69033 2655.12 33.189	72985 2807.12 35.089	76947 2958.72 36.984	80845 3109.44 38.868	82821 3185.44 39.818	84797 3261.44 40.766	86780 3337.68 41.721	88760 3413.84 42.673	90738 3489.92 43.624
GRP 14	65988 2576.48 32.206	71252 2740.48 34.256	75556 2906.00 36.325	79882 3072.40 38.405	84156 3238.32 40.479	88485 3403.28 42.541	90846 3486.40 43.580	92814 3569.76 44.622	94979 3653.04 45.663	97151 3736.56 46.707	99318 3819.92 47.749

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OFFICERS HIRED BEFORE 12/5/12

	0	1	2	3	4	5	A	B	C	D	E
GRP 09	45290 1741.92 21.774	48189 1853.44 23.168	51031 1962.72 24.534	53864 2071.68 25.896	56684 2180.16 27.252	59528 2289.52 28.619	60942 2343.92 29.299	62365 2398.64 29.983	63771 2452.72 30.659	65183 2507.04 31.338	66604 2561.68 32.021
GRP 10	48628 1870.32 23.379	51723 1989.36 24.867	54818 2108.40 26.355	57901 2226.96 27.837	60977 2345.28 29.316	64085 2464.80 30.810	65634 2524.40 31.555	67172 2583.52 32.294	68717 2642.96 33.037	70271 2702.72 33.784	71814 2762.08 34.526
GRP 11	53745 2067.12 25.839	57169 2198.80 27.485	60495 2326.72 29.084	63856 2456.00 30.700	67180 2583.84 32.298	70527 2712.56 33.907	72201 2776.96 34.712	73863 2840.88 35.511	75529 2904.96 36.312	77205 2969.44 37.118	78878 3033.76 37.922
GRP 12	57593 2215.12 27.689	61271 2356.56 29.457	64973 2498.96 31.237	68684 2641.68 33.021	72369 2783.44 34.793	76070 2925.76 36.572	77927 2997.20 37.455	79770 3068.08 38.351	81623 3139.36 39.242	83477 3210.64 40.133	85334 3282.08 41.026
GRP 13	63039 2424.56 30.307	67055 2579.04 32.238	71105 2734.80 34.185	75175 2891.36 36.142	79236 3047.52 38.094	83271 3202.72 40.034	85307 3281.04 41.013	87341 3359.28 41.991	89384 3437.84 42.973	91422 3516.24 43.953	93461 3594.64 44.933
GRP 14	68998 2653.76 33.172	73391 2822.72 35.284	77823 2993.20 37.415	82279 3164.56 39.557	86721 3335.44 41.693	91139 3505.36 43.817	93365 3590.96 44.587	95599 3676.88 45.961	97829 3762.64 47.033	100065 3848.64 48.108	102296 3934.48 49.181

2024 OFFICERS HIRED BEFORE 12/5/12

	0	1	2	3	4	5	A	B	C	D	E
GRP 09	46648 1794.16 22.427	49635 1909.04 23.863	52562 2021.60 25.270	55480 2133.84 26.673	58386 2245.60 28.070	61314 2358.24 29.478	62770 2414.24 30.118	64235 2470.56 30.882	65684 2526.32 31.579	67138 2582.24 32.278	68603 2638.56 32.982
GRP 10	50986 1926.40 24.980	53275 2049.04 25.613	56464 2174.68 27.146	59638 2293.76 28.672	62806 2415.60 30.195	66007 2538.72 31.734	67604 2600.16 32.502	69187 2661.04 33.263	70778 2722.24 34.028	72380 2783.84 34.798	73969 2844.96 35.562
GRP 11	55357 2129.12 26.614	58885 2264.80 28.310	62111 2396.56 29.957	65772 2523.68 31.621	69195 2661.36 33.267	72642 2793.92 34.924	74366 2860.24 35.753	76078 2926.08 36.576	77794 2992.08 37.401	79523 3058.56 38.232	81245 3124.80 39.060
GRP 12	59322 2281.60 28.520	63109 2427.28 30.341	66922 2573.92 32.174	70745 2720.96 34.012	74541 2866.96 35.837	78352 3013.52 37.669	80265 3087.12 38.589	82164 3160.16 39.502	84072 3233.52 40.419	85981 3306.96 41.337	87895 3380.56 42.257
GRP 13	64529 2497.28 31.216	69066 2656.40 33.205	72239 2816.88 35.211	77430 2978.08 37.226	81613 3138.96 39.237	85769 3298.80 41.235	87865 3379.44 42.243	89862 3460.08 43.251	92065 3540.96 44.262	94166 3621.76 45.272	96264 3702.48 46.281
GRP 14	71067 2733.36 34.167	75593 2907.44 36.343	80157 3082.96 38.537	84748 3255.52 40.744	89324 3435.52 42.944	93875 3610.56 45.132	96167 3698.72 46.234	98467 3787.20 47.340	100764 3875.52 48.444	103066 3964.08 49.551	105364 4052.48 50.656

2025 OFFICERS HIRED BEFORE 12/5/12

	0	1	2	3	4	5	A	B	C	D	E
GRP 09	48048 1848.00 23.100	51124 1965.32 24.579	54138 2082.24 26.028	57144 2197.84 27.473	60137 2312.96 28.912	63153 2428.96 30.362	64653 2486.64 31.083	66161 2544.64 31.808	67654 2602.08 32.526	69152 2659.68 33.245	70660 2717.68 33.971
GRP 10	51588 1984.16 24.802	54872 2110.48 26.381	58157 2236.80 27.960	61427 2362.56 29.532	64650 2498.08 31.101	67987 2614.88 32.686	69832 2678.16 33.477	71263 2740.88 34.261	72902 2803.92 35.049	74551 2867.36 35.842	76188 2930.32 36.629
GRP 11	57017 2192.96 27.412	60651 2332.72 29.159	64180 2468.48 30.856	67746 2605.60 32.570	71271 2741.20 34.265	74822 2877.76 35.972	76598 2946.08 36.826	78360 3013.84 37.673	80128 3081.84 38.523	81908 3150.32 39.379	83683 3218.56 40.232
GRP 12	61102 2350.08 29.376	65002 2500.08 31.251	68929 2651.12 33.139	72867 2802.56 35.032	76777 2952.96 36.912	80702 3103.92 38.799	82674 3179.76 39.747	84629 3254.96 40.697	86595 3330.56 41.632	88560 3405.16 42.577	90532 3482.00 43.525
GRP 13	66876 2572.16 32.152	71138 2736.08 34.201	75435 2901.36 36.267	79753 3057.44 38.343	84061 3233.12 40.414	88342 3397.76 42.472	90501 3480.80 43.510	92662 3563.92 44.549	94827 3647.20 45.590	96990 3730.40 46.630	99152 3813.52 47.669
GRP 14	73199 2815.36 35.192	77861 2994.64 37.433	82561 3175.44 39.693	87289 3357.28 41.966	92003 3538.56 44.232	96591 3718.88 46.486	99052 3909.68 47.621	101421 3900.80 48.760	103786 3991.76 49.897	106159 4083.04 51.038	108526 4174.08 52.176

2026 OFFICERS HIRED BEFORE 12/5/12

	0	1	2	3	4	5	A	B	C	D	E
GRP 09	49489 1903.44 23.793	52657 2025.28 25.316	55763 2144.72 26.809	58858 2263.76 28.297	61940 2382.32 29.779	65048 2501.84 31.273	66591 2561.20 32.015	68145 2620.96 32.762	69684 2680.16 33.502	71225 2739.44 34.243	72779 2799.20 34.990
GRP 10	53136 2043.68 25.546	56518 2173.76 27.172	59902 2303.92 28.799	63289 2433.44 30.418	66631 2562.72 32.034	70027 2693.36 33.667	71720 2758.48 34.481	73401 2823.12 35.289	75088 2886.00 36.100	76787 2953.36 36.917	78474 3018.24 37.728
GRP 11	58727 2258.72 28.234	62471 2402.72 30.034	66107 2542.56 31.782	69778 2683.76 33.547	73409 2823.44 35.293	77066 2964.08 37.051	78896 3034.48 37.931	80710 3104.24 38.803	82532 3174.32 39.679	84365 3244.80 40.560	86193 3315.12 41.439
GRP 12	62935 2420.56 30.257	66953 2575.12 32.189	70997 2730.64 34.133	75053 2886.64 36.083	79080 3041.52 38.019	83123 3197.04 39.963	85153 3275.12 40.939	87169 3352.64 41.908	89192 3430.48 42.881	91216 3508.32 43.854	93248 3586.48 44.831
GRP 13	68883 2649.36 33.117	73272 2818.16 35.227	77698 2988.40 37.355	82145 3159.44 39.493	86592 3330.08 41.626	90992 3499.68 43.746	93215 3585.20 44.815	95441 3670.80 45.885	97673 3756.64 46.958	99900 3842.32 48.029	102136 3927.92 49.099
GRP 14	75396 2899.84 36.248	80196 3084.48 38.556	85039 3270.72 40.884	89908 3458.00 43.225	94783 3644.72 45.559	99592 3830.48 47.881	102024 3924.00 49.050	104464 4017.84 50.223	106900 4111.52 51.394	109344 4205.52 52.569	111781 4299.28 53.741

2022 OFFICERS HIRED AFTER 12/5/12

	0	1	2	3	4	5	6	7	A	B	C	D	E
GRP 10	4712	49348	51495	53639	55779	57926	60066	62219	63723	65214	66716	68224	69722
	1815.84	1898.00	1980.56	2063.04	2145.36	2227.92	2310.24	2393.04	2450.88	2508.24	2566.00	2624.00	2681.60
	22.698	23.725	24.757	25.788	26.817	27.849	28.878	29.913	30.636	31.353	32.075	32.800	33.520
GRP 11	52179	54504	56834	59157	61485	63814	66140	68472	70098	71712	73328	74957	76579
	2006.88	2096.32	2185.92	2275.28	2364.80	2454.40	2543.84	2633.52	2696.08	2758.16	2820.32	2882.96	2945.36
	25.086	26.204	27.324	28.441	29.560	30.680	31.798	32.919	33.701	34.477	35.254	36.037	36.817
GRP 12	55917	58481	61044	63602	66165	68725	71288	73855	75658	77447	79246	81045	82848
	2150.64	2249.28	2347.84	2446.24	2544.80	2643.28	2741.84	2840.56	2909.92	2978.72	3047.92	3117.12	3186.48
	26.883	28.116	29.348	30.578	31.810	33.041	34.273	35.507	36.374	37.234	38.099	38.964	39.831
GRP 13	61202	64006	66816	69620	72428	75234	78037	80845	82821	84797	86780	88760	90738
	2353.92	2461.76	2569.84	2677.68	2785.68	2893.60	3001.44	3109.44	3185.44	3261.44	3337.68	3413.84	3489.92
	29.424	30.772	32.123	33.471	34.821	36.170	37.518	38.868	39.818	40.768	41.721	42.673	43.624
GRP 14	65988	70056	71897	76203	79275	82345	85413	88485	90646	92814	94979	97151	99318
	2576.48	2694.48	2765.28	2930.88	3049.04	3167.12	3285.12	3403.28	3486.40	3569.76	3653.04	3736.56	3819.92
	32.206	33.681	34.566	36.636	38.113	39.589	41.064	42.541	43.580	44.622	45.663	46.707	47.749

2023 OFFICERS HIRED AFTER 12/5/12

	0	1	2	3	4	5	6	7	A	B	C	D	E
GRP 10	48628 1870.32 23.379	50829 1954.96 24.437	53040 2040.00 25.500	55249 2124.96 26.562	57454 2209.76 27.622	59653 2294.72 28.684	61858 2379.52 29.744	64085 2464.80 30.810	65634 2524.40 31.555	67172 2583.52 32.294	68717 2642.96 33.037	70271 2702.72 33.784	71814 2762.08 34.526
GRP 11	53745 2067.12 25.839	56139 2159.20 26.990	58540 2251.52 28.144	60932 2343.52 29.294	63330 2435.76 30.447	65728 2528.00 31.600	68124 2620.16 32.752	70527 2712.56 33.907	72201 2776.96 34.712	73863 2840.88 35.511	75529 2904.96 36.312	77205 2969.44 37.118	78878 3033.76 37.922
GRP 12	57593 2215.12 27.689	60235 2316.72 28.959	62874 2418.24 30.228	65510 2519.60 31.495	68149 2621.12 32.764	70787 2722.56 34.032	73426 2824.08 35.301	76070 2925.76 36.572	77927 2997.20 37.465	79770 3068.08 38.351	81623 3139.36 39.242	83477 3210.64 40.133	85334 3282.08 41.026
GRP 13	63039 2424.56 30.307	65926 2535.60 31.695	68821 2646.96 33.087	71708 2758.00 34.475	74601 2869.28 35.866	77490 2980.40 37.255	80380 3091.52 38.644	83271 3202.72 40.034	85307 3281.04 41.013	87341 3359.28 41.991	89384 3437.84 42.973	91422 3515.24 43.953	93461 3594.64 44.933
GRP 14	68998 2653.76 33.172	72157 2775.28 34.691	74054 2848.24 35.603	78489 3018.80 37.735	81652 3140.48 39.256	84816 3262.16 40.777	87976 3383.68 42.296	91139 3505.36 43.817	93365 3590.96 44.887	95599 3676.88 45.961	97829 3762.64 47.033	100065 3848.64 48.108	102296 3934.48 49.181

2024 OFFICERS HIRED AFTER 12/5/12

	0	1	2	3	4	5	6	7	A	B	C	D	E
GRP 10	50086 1926.40 24.080	52354 2013.60 25.170	54631 2101.20 26.265	56907 2186.72 27.359	59178 2276.08 28.451	61454 2363.60 29.545	63723 2450.88 30.636	66007 2538.72 31.734	67604 2600.16 32.502	69187 2661.04 33.263	70778 2722.24 34.028	72380 2783.84 34.798	73969 2844.96 35.562
GRP 11	55357 2129.12 26.614	57824 2224.00 27.800	60295 2319.04 28.988	62760 2413.84 30.173	65229 2508.80 31.360	67700 2603.84 32.548	70169 2698.80 33.735	72642 2793.92 34.924	74366 2860.24 35.753	76078 2926.08 36.576	77794 2992.08 37.401	79523 3058.56 38.232	81245 3124.80 39.060
GRP 12	59322 2281.60 28.520	62042 2386.24 29.828	64761 2490.80 31.135	67475 2595.20 32.440	70194 2699.76 33.747	72910 2804.24 35.053	75629 2908.80 36.360	78352 3013.52 37.669	80265 3087.12 38.589	82164 3160.16 39.502	84072 3233.52 40.419	85981 3306.96 41.337	87895 3380.56 42.257
GRP 13	64929 2497.28 31.216	67904 2611.68 32.646	70866 2726.40 34.080	73859 2840.72 35.509	76839 2955.36 36.942	79816 3069.84 38.373	82790 3184.24 39.803	85769 3298.80 41.235	87865 3379.44 42.243	89962 3460.08 43.251	92065 3540.96 44.262	94166 3621.76 45.272	96264 3702.48 46.281
GRP 14	71067 2733.36 34.167	74323 2858.56 35.732	76276 2933.68 36.671	80843 3109.36 38.867	84103 3234.72 40.434	87360 3360.00 42.000	90615 3485.20 43.565	93875 3610.56 45.132	96167 3698.72 46.234	98467 3787.20 47.340	100764 3875.52 48.444	103065 3964.08 49.551	105364 4052.48 50.656

2025 OFFICERS HIRED AFTER 12/5/12

	0	1	2	3	4	5	6	7	A	B	C	D	E
GRP 10	51388 1984.16 24.802	53924 2074.00 25.925	56270 2164.24 27.053	58614 2254.40 28.180	60954 2344.40 29.305	63296 2434.48 30.431	65634 2524.40 31.555	67987 2614.88 32.686	69632 2678.16 33.477	71263 2740.88 34.261	72902 2803.92 35.049	74551 2867.36 35.842	76188 2930.32 36.629
GRP 11	57017 2192.96 27.412	59559 2290.72 28.634	62105 2388.64 29.858	64642 2486.24 31.078	67186 2584.08 32.301	69730 2681.92 33.524	72274 2779.76 34.747	74822 2877.76 35.972	76598 2946.08 36.826	78360 3013.84 37.673	80128 3081.84 38.523	81908 3150.32 39.379	83683 3218.56 40.232
GRP 12	61102 2350.08 29.376	63904 2457.84 30.723	66704 2565.52 32.069	69499 2673.04 33.413	72299 2780.72 34.759	75098 2888.40 36.105	77898 2996.08 37.451	80702 3103.92 38.799	82674 3179.76 39.747	84629 3254.96 40.687	86595 3330.56 41.632	88560 3406.16 42.577	90532 3482.00 43.525
GRP 13	66876 2572.16 32.152	69940 2690.00 33.625	73012 2808.16 35.102	76074 2925.92 36.574	79144 3044.00 38.050	82210 3161.92 39.524	85274 3279.76 40.997	88342 3397.76 42.472	90501 3480.80 43.510	92662 3563.92 44.549	94827 3647.20 45.590	96990 3730.40 46.630	99152 3813.52 47.669
GRP 14	73199 2815.36 35.192	76552 2944.32 36.604	78564 3021.68 37.771	83269 3202.64 40.033	86625 3331.76 41.647	89981 3460.80 43.260	93334 3589.76 44.872	96691 3718.88 46.486	99052 3809.68 47.621	101421 3900.80 48.760	103786 3991.76 49.897	106159 4083.04 51.038	108526 4174.08 52.176

2026 OFFICERS HIRED AFTER 12/5/12

	0	1	2	3	4	5	6	7	A	B	C	D	E
GRP 10	53136 2043.68 25.546	55542 2135.24 26.703	57959 2229.20 27.865	60372 2322.00 29.025	62783 2414.72 30.184	65196 2507.52 31.344	67604 2600.16 32.502	70027 2693.36 33.667	71720 2758.48 34.481	73401 2823.12 35.289	75088 2888.00 36.100	76787 2953.36 36.917	78474 3018.24 37.728
GRP 11	58727 2258.72 28.234	61345 2359.44 29.493	63968 2460.32 30.754	66581 2560.80 32.010	69202 2661.60 33.270	71822 2762.40 34.530	74441 2863.12 35.789	77066 2964.08 37.051	78896 3034.48 37.931	80710 3104.24 38.803	82532 3174.32 39.679	84385 3244.80 40.560	86193 3315.12 41.439
GRP 12	62935 2420.56 30.257	65822 2531.60 31.645	68704 2642.48 33.031	71583 2753.20 34.415	74468 2864.16 35.802	77351 2975.04 37.188	80236 3086.00 38.575	83123 3197.04 39.963	85153 3275.12 40.939	87169 3352.64 41.908	89192 3430.48 42.881	91216 3508.32 43.854	93248 3586.48 44.831
GRP 13	68883 2649.36 33.117	72039 2770.72 34.634	75202 2892.40 35.155	78356 3013.58 37.671	81519 3135.36 39.192	84677 3256.80 40.710	87832 3378.16 42.227	90992 3499.68 43.746	93215 3585.20 44.815	95441 3670.80 45.885	97673 3756.64 46.958	99900 3842.32 48.029	102126 3927.92 49.099
GRP 14	75396 2893.84 36.248	78849 3032.64 37.908	80920 3112.32 38.904	85767 3298.72 41.234	89224 3431.68 42.896	92681 3564.64 44.558	96133 3697.44 46.218	99592 3830.48 47.881	102024 3924.00 49.050	104464 4017.84 50.223	106900 4111.52 51.394	109344 4205.52 52.569	111781 4299.28 53.741

APPENDIX C - Assignment Preference

Policy

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

References

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

Definitions

Management's Rights

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

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

Seniority

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

Procedure

1) Assignment by Management's Rights

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

- | | |
|-----------------------|----------------------|
| A) Commissary* | 0700 shift |
| B) Security Assistant | 0700 shift |
| C) Intake | All shifts all posts |
| D) Operations** | All shifts |

*Subject to future review if assignment becomes vacant.

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

2) Implementation of Procedure

A) The canvas and assignment selection shall be completed and scheduling implemented and placed in force as soon as possible.

B) Assignment Preference procedure shall be conducted two (2) times every year.

a) Canvas and selection- April 01- April 15

b) Implementation- May 01

c) Canvas and Selection- October 01- October 15

d) Implementation- November 01

The approximate 2 week period between canvas and selection and the implementation of assignment preference will be utilized by Watch Commanders to prepare new scheduling.

2) Assignment Designations

A) Primary Assignments

Housing areas will be designated Primary Assignments. These are five (5) days assignments. Officers selecting Housing Unit Assignment Preference will sign for and be scheduled to work the selected assignment for their scheduled five (5) day work week. Additionally, Medical Security Assignment shall be designated as a Primary Assignment, and be subject to the same five (5) day assignment designation.

B) All Other Assignments

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

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

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

C) Shift Extra Pool

Officers who do not wish to select specific assignments during the procedure will be placed in an "Extra Pool" and will be assigned to available assignments on a daily basis, based on their seniority rank among all personnel assigned to that pool. The Watch Commander will bid the extra pool in order of the appropriate enormity prior to the beginning of the shift regardless of the time and/or reason for the rebid. Appendix C-11 (A) still applies.

4) Selection of Preferred Assignments (Procedures)

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

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

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

a) Step one (1) of this procedure will be the selection of Primary (Housing Unit) Assignments. All Primary (Housing Unit) Assignments must be filled. If these assignments are not selected by interested personnel, the Watch Commander will fill the assignments utilizing the required number of junior Officers. The affected Officers will be so advised of this situation and this group will select assignment from the remaining unfilled Primary (Housing Unit) Assignments in seniority order. These assignments will be five (5) day assignments based on the concerned Officer's RDO schedule.

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

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

5) Shift Preference

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

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

6) Conditions/Responsibilities for Participation

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

A) Personnel on Vacation or Comp Time

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

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

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

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

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

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

7) Removal from Assignment Preference

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

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

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

b) Be permitted to participate in the next Assignment Preference procedure and select any available assignment with the exception of the assignment from which removed. Such restriction shall be limited to the next selection period only.

C) Voluntary Removal

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

8) Exchange of Shifts/Exchange of Days Off

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

9) Overtime

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

A) Over 8 hours in any work day

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

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

B) Working Regularly Scheduled Day Off

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

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

11) Tardiness

A) "Extra Pool"

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

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

B) Unanticipated Tardiness (No Prior Notification)

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

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

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

C) Anticipated Tardiness (Prior Notification)

When the duration of tardiness is known or anticipated, coverage of the assignment will be offered to personnel assigned to the "Extra Pool". Personnel assigned to the "Extra Pool" who wish to provide the temporary coverage will do so with the understanding that upon arrival of the tardy C.O., that C.O. will assume the assignment.

a) If any coverage is provided by a C.O. on overtime, upon arrival of the tardy employee, the C.O. on overtime will be relieved and released from duty.

b) If the coverage being provided by regularly scheduled personnel assigned to the "Extra Pool", upon arrival of the tardy employee, the tardy employee will report to his or her scheduled assignment. The Officer from the "Extra Pool" will relieve the Officer on overtime and remain at that assignment for the duration of the day.

c) Security personnel scheduled to work overtime after the line-up bidding procedure has been completed will fill the remaining assignment vacancies.

Frederick Netzel
Superintendent
Erie County Correctional Facility

Donald Ehinger
Director of Labor Relations

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

Stephen Caruana
President, Local 815

APPENDIX D - Working Day Swapping

1. Swaps must be initiated and completed within a pay period (14 calendar days). Four swaps are allowed per pay period. Same day shift swaps and RDO swaps will not be counted for the purpose of the four swaps per pay period rule.
2. Swap request(s) must be given at least four (4) days' notice in advance of when the swap will occur.
3. There will be no third-party swaps or more than one swap on the same day (double swapping). Vacation day exchange will not be considered a 3-way swap.
4. No swaps will be permitted that would allow employees to work more than sixteen (16) consecutive hours. Employees on a swap shall not be mandated to work overtime.
5. Swapping Officers must work that Officer's bid position. If the Officer is scheduled in the extra pool, management's right position, or armed post and the swapping officer is not qualified he or she will be placed in the extra pool with their swapping partner's seniority.
6. For the purpose of computing overtime, employees actually performing the hours worked beyond their regular scheduled shift waive any consideration of such hours for overtime.
7. It is acknowledged that the exchange of hours is voluntary and that no employer obligation is incurred.
8. Officer's filling out a swap form will be required to work and complete all shifts indicated on the form. Any violation of this may result in loss of swapping privileges and will be dealt with on an individual basis.
9. All swap approvals, and the suspension of privileges, are at the discretion of the Watch Commander and subject to the grievance procedure.
10. Early quits requested during or after line-up will be granted to permanently assigned shift staff, first by seniority, then to employees working on a swap, with their own seniority. It is the individual Officer's responsibility to inquire into the availability of time off. If an Officer cannot be present at line-up, they must contact the Watch Commander at least fifteen (15) minutes prior to the start of the shift. It is agreed that should an incident arise where a female Officer is denied an early quit because she is the only female Officer on duty, the Watch Commander shall make every attempt to relieve this Officer, including canvassing for voluntary overtime.
11. When an employee swaps on a holiday, the employee actually working the holiday will receive four hours of holiday compensation as specified in subdivision (b) of Article 14.3 of the CBA/Contract for each holiday (shift) actually worked.
12. Probationary Officers are allowed to swap six (6) months following their completion of OJT.
13. The parties agree to continue to use the current "Employee Exchange Form" for swap request.
14. Except as expressly stated in this Appendix, all other provisions of the Collective Bargaining Agreement/Contract apply.

Fredrick Netzel
Superintendent
Erie County Correctional Facility

Michael Bogulski
CSEA, President
Local 815/Erie Unit

Robert L. Pyjas
CSEA President
Correction Section

APPENDIX E - 207-C Policy and Procedure

Section 1:

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

Section 2: Procedure

a. Any employee who is injured in the performance of his/her duties, or is taken sick as a result of the performance of his/her duties, shall file a line of Duty Injury Request Form (LDI) that must specify the nature of the injury or illness and it shall recite in detail how the injury/illness was incurred. In the event that an employee is unable to complete LDI Request Form, it shall be completed and submitted by the employee's immediate supervisor.

b. Upon receipt of an employee's LDI report, it shall be the responsibility of the injured/sick employee's immediate supervisor to fill out and submit (on the same date as the injury/illness occurred) a C-2 form.

c. The Sheriff shall have the authority to determine whether an employee is entitled to 207-(c) benefits. In making the determination, the Sheriff or his/her designee shall examine the facts and circumstances giving rise to the application for such benefits. On an initial determination for benefits, the employee must cooperate with the Sheriff and provide all necessary information, reports and documentation.

d. The Sheriff or his/her designee shall have ten (10) working days to act on written request for 207-(c) benefits. In the case of a denial of benefits, the Sheriff shall issue a written determination to the affected employee setting forth the reasons for the Sheriff's decision.

e. During the period of time when a request for benefits pursuant to Section 207-(c) of the General Municipal Law is pending, an employee shall be allowed to utilize any accumulated time to continue on payroll. If the request is ultimately granted, the time used shall be restored in the next pay period after the Section 207-(c) benefits.

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

Section 3: Medical Reports

An employee receiving medical care under GML Section 207-(c) shall be required to provide all medical, professional reports within thirty (30) days subsequent to

receiving medical treatment to the Sheriff or his designee.

Section 4: Return to Work

a. Employees incurring a GML 207-(c) injury/illness shall return to full duty when they have recovered and are physically able to perform their duties. In the event that the treating physician or surgeon recommended by the Sheriff certifies that the employee has recovered and is physically able to perform his/her duties, the employee will be removed from line of Duty Injury (LDI) status and returned to duty. If, however, the employee's private physician disputes such certification, the employee is entitled to a hearing before the Sheriff or his designee prior to his/her return to duty.

b. Employees may be assigned to perform light duties consistent with the nature of their physical restrictions. In the event that a treating physician or a physician or surgeon recommended by the Sheriff certifies that the employee has recovered sufficiently and is able to perform light/limited duties, the member may be removed from LDI Status and assigned to a light/limited duty assignment. If, however, the employee's private physician has submitted documentation disputing such certification, the employee is entitled to a hearing before the Sheriff or his designee, prior to his/her return to duties.

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

Section 5:

a. If as a result of the hearing it is determined that the employee has recovered and is able to perform his/her duties or able to perform a light duty assignment, and the employee continues to refuse to return to work or accept a light duty assignment, the employee shall no longer be eligible to receive GML 207-(c) benefits.

b. Employees may appeal adverse rulings by initiating an Article 78 proceeding in State Supreme Court. Pending the decision of the Supreme Court, employees may utilize their benefits pursuant to the terms of the collective bargaining agreement.

c. All employees who are returning to duty from a service-connected injury/illness must first report to the Sheriff or his/her designee prior to returning to duty. Employees shall not be allowed to return to duty until a release has been signed by a competent medical authority which authorizes the employee's return to duty.

Section 6:

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

Section 7:

Subsequent to the return to full duty, an employee who re-injures a previous eligible 207-(c) injury or suffers a relapse of an eligible 207-(c) illness, said employee shall notify the Sheriff or his/her designee for the purpose of reopening their Section 207-(c) case within ten (10) working days of the discovery of the re-injury or relapse.

Section 8:

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

Section 9:

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

Section 10: Exposure to Contaminants

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

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

Section 11: De Novo

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

George Loncar
Director of Labor Relations

Brian Doyle
Chief of Administrative Service

Richard Toth
Labor Relations Specialist

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

APPENDIX F - K-9 Officer

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

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

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

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

Now, therefore, the parties have agreed as follows:

1. The Officer shall be assigned a dog shall be in the K-9 unit until such time as the dog dies or is retired, or for some other reason that precludes his being in the K-9 unit.
2. The Officer will remain in the (second/third) shift during such time as he is in the K-9 unit assigned a dog.
3. The Officer specifically waives the right he might have to shift preference under Section 29.1 during such time as he is in the K-9 unit and his dog has not died or retired, unless a shift opens up for which the Sheriff requires an Officer from the K-9 unit to be assigned.
4. During such time as he is in the K-9 unit, the Officer agrees to waive the right to file a grievance over failure to be assigned to a shift of his preference under Section 29.1 of the CBA, unless such grievance concerns failure to be given preference to a desired shift in which an Officer in the K-9 unit is needed.
5. The Officer agrees that he will be allowed to swap only with another Sheriff's Office K-9-unit member. Should the dog become incapacitated, and the Officer returned to line duty, normal swapping privileges will prevail until such time as the dog returns to duty.
6. The Officer acknowledges and agrees that the Union has fully and fairly represented him in the negotiation of the agreement. He further agrees that he is entering into this agreement of his own free will and without compulsion, that he wants to be in the K-9 unit requiring (during his term in the K-9 unit) waiver of rights under Section 29.1 of the CBA, and that assignment to the K-9 unit is a management prerogative that is not governed by the terms of the parties CBA.

Christopher Putrino

Sheriff Timothy Howard

Richard Toth

William Whalen

APPENDIX G - U-26220 & U-26255 Settlement

County of Erie & Erie County Sheriff

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

1. The Sheriff agrees that it will not suspend employees without pay prior to a hearing;

2. Correctional Officer _____ will be made whole for the period he was suspended without pay on or about July 14, 2005;

3. CSEA will not raise an issue of double jeopardy in the arbitration proceeding on Officer _____ termination.

4. CSEA hereby withdraws improper practice charges U-26220 and U-26255, and the related grievance ECSO File #05-921A.

George Loncar
Director of Labor Relations
County of Erie

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

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

APPENDIX H - Weapons

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

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

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

Richard Toth
Labor Relations Specialist

APPENDIX I - Chemical Agents

1. All employees that were initially trained by the Erie County Sheriff's Office during the training academy will have their certificates updated if necessary. This would include, but not limited to any Officer with a seniority date of approximately 2001. This would include approximately 40-50 Correction Officers.

2. While the officers referenced in paragraph 1 are being certified, a voluntary list will be compiled of Correction Officers wishing to be trained in chemical agents.

3. Once the volunteers are trained, training in the use of chemical agents will become mandatory for all correctional staff. Remaining staff and all new hired will be required to attend and complete the training.

4. The Sheriff retains the right to rescind permission for the use of chemical agents at any time.

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

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

Brian D. Doyle
Chief Administration

Donald J. Livingston
Superintendent

APPENDIX J - Forestry

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

Donald Livingston
Superintendent

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

APPENDIX K - Mandated Overtime Order

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

2nd- Personnel mandated the day before.

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

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

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

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

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

7th- Personnel who utilize their pass.

Relief for Mandated Overtime

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

Superintendent Donald Livingston
Erie County Sheriff's Office –JMD

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

APPENDIX L - Personal Leave on Request

1. PL'S on request: Grant personal leave days when requested, for any day of the year, excluding holidays. LPN's shall be granted PL time based on staffing requirements as contained in the DOJ stipulated agreement.

2. Voluntary overtime coverage is required before granting a PL on all holidays and the following dates:

January 2nd

Easter Monday (Dingus Day)

July 5th

Thanksgiving Friday (day after Thanksgiving)

Christmas Eve

December 26th

New Year's Eve

3. Every Correction Officer will receive six (6) passes a year, to use under the system now in place at the Erie County Correctional Facility.

4. Light duty personnel will be granted time off as requested and are not to affect sign-off on the respective shift.

5. When an Officer is assigned to perform fire safety inspections, if that Officer has a job bid post, it will be bid on the daily extra list.

6. There will be one guaranteed sign off day. This means we are guaranteed to have at least one day of sign off every day of the year.

7. No Officer will be forced to work more the 16 consecutive hours.

8. When canvassing for multiple PL coverage, the Officer with the least amount of OT hours should be canvassed first, and be given the option of the amount of hours they prefer to work. PL's are granted by seniority only when the PL's requested are of equal time. If two Officers request PL's of different hours the PL will be granted on the volunteer's decision as to how many hours they are willing to work.

9. Holiday time will have to be earned prior to being used. Holiday time will still be able to be scheduled according to staff availability. Staff will not lose holiday time. It can be banked until retirement or resignation. Time not used upon leaving the County will be bought back in cash.

Jeffrey Frank, President

Frederick Netzel, Superintendent

APPENDIX M – Grievance Chair

MEMORANDUM OF UNDERSTANDING

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

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

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

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

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

NOW, THEREFORE BE IT UNDERSTOOD AND AGREED

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

Patrick M. Gallivan,
Sheriff of Erie County

Terrence Melvin, CSEA
Executive Assistant to the President

George Loncar,
Director Erie County Labor Relations

APPENDIX N - MEDIATION/ARBITRATION OUTCOME

I. Case Information

- A. Case No. _____
- B. Grievant's Name _____
- C. Date of Suspension _____

II. Results of Mediation

- A. This case has been successfully mediated as follows:

- B. This case could not be successfully mediated. _____

III. Arbitration Award

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

- A. The grievance is denied in its entirety. _____
- B. The grievance is sustained in its entirety. _____
- C. The discipline imposed in this matter is modified as follows:

Date: _____

APPENDIX O - LPN's Single Days Off

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

APPENDIX P - Body Camera/Purpose

The JMD understands that this technology does not solve all challenges faced by JMD in the supervision of incarcerated citizens. The use of body worn cameras is an effective tool to improve community relations, promote departmental transparency, foster a relationship of mutual respect between the JMD and the community they serve and ensure accountability of staff and quickly remedy unjustified complaints against personnel by providing additional documentation to enhance the accuracy of an officer's report and testimony.

The JMD recognized that video images cannot always show the full story nor do video images capture an entire scene, environmental conditions, surrounding circumstances, and safety concerns that officers are constantly assessing. The use of BWC does not reduce the requirement to provide thorough written documentation of an incident. Persons reviewing recordings must also be cautious before conclusions are reached about what the recordings show. Such recordings shall not represent a complete record of the involved officer's perspective or perception of the involved incident.

This policy shall establish guidelines for the standardized operation of body worn cameras by Jail Management Division staff, and establish procedures for the proper training, use, storage and retrieval of data recorded by body worn cameras.

All recordings generated on department owned body worn camera equipment are the property of the ECSO. The copying or reproducing of any recordings generated by members of the JMD for use outside of divisional business is prohibited, unless authorized in writing, by the superintendent or his designee.

Definitions:

- *Body Worn Camera (BWC)* – a small video recording device typically attached to clothing, head gear, or glasses, which captures video and audio data of real time activity.
- *Footage/video/recording/data* – inclusive terms to describe the video, audio, images, data and metadata recorded by BWC.

II. PROCEDURE

,

A. Training

1. All JMD sworn staff shall receive training in the BWC system approved by the sheriff or his designee. Training shall be developed and conducted by the JMD training coordinator.
2. Training shall include, but not be limited to:
 - a) A review of the system's functions, body placement, activation, usage, and deactivation.
 - b) A review of the BWC policy and user manual.
 - c) Hands on practical experience with the BWC.
 - d) A review of data retention procedures and data retention times.
3. BWCs shall only be issued to staff who have been duly trained in the use and care of such equipment.

B. Camera Distribution

1. A supervisor shall distribute body worn cameras to assigned staff at the beginning of the shift. Cameras must be returned to a supervisor at the conclusion of their use
2. The JMD shall maintain a written record to include the camera designation number, post name, time signed in and out, and assigned officer name and signature.
3. Staff receiving a BWC must ensure its functionality upon receipt and report any malfunctions to a supervisor as soon as practicable.
4. BWCs shall only be used in a manner pursuant with JMD training and the manufacturer's recommended practice.
5. BWC shall be placed in their assigned slot on the docking station when not in use.

C Recording and Use

1. Personnel who are assigned a BWC shall activate their device at the first reasonably safe opportunity when:
 - a. Discovering or responding to an unusual incident, emergency, disturbance, or an unruly or noncompliant inmate, visitor, etc.
 - b. A potential confrontation with any individual exists.
 - c. Instructed by a supervisor to do so.
 - d. A targeted contraband search is conducted.
 - e. Conducting formal interviews.
 - f. A Circumstance develops in which video or audio recording appears prudent.
2. Under routine circumstances, the following should not be recorded:
 - a. Confidential conversations with forensic mental health.
 - b. Conversations between attorneys and their clients.
 - c. An inmate's exposed genitals, buttocks, or female breasts.
3. Should a legitimate security interest exist that outweighs the individual privacy concerns from II(C)(2), recording shall continue, and any incidental recording shall be justified.
4. BWC will not be used or activated:
 - a. To record non-work-related personal activities or conversations.
5. A deputy who is unable to activate the BWC at the first reasonably safe opportunity to do so must document in writing the reason for the delay. This shall include why the device wasn't activated, why the recording was interrupted or terminated, or explaining the malfunction. Written documentation is not needed if the reason has been stated on camera.
6. The BWC shall only be deactivated when the incident giving rise to its activation has concluded, or when ordered by a supervisor.
7. A deputy who fails to activate a BWC, prematurely deactivates a BWC, or suffers a malfunction is required to document the reason in writing to a supervisor.
8. Officers may, but are not required to, advise inmates or citizens they are being recorded. Officers are under no obligation to stop recording in response to a citizen's request.

D. Data Storage

1. At the conclusion of each shift, cameras shall be turned in and placed in the charging dock for data transfer.
2. Camera data may be downloaded at the conclusion of a critical incident for immediate use in report writing or for other administrative purposes.
3. All video footage and data recordings shall be preserved for a period of 120 days. In the event that the County receives notice of, or identifies allegations of, misconduct and/or force resulting in serious injury to staff or inmates, such footage will be preserved for three (3) years.
4. All data recorded by a BWC is property of the ECSO. Personnel may not copy, published, share, or disseminate any audio, video, image, data, or meta-data to anyone.

E. Data Retrieval /Accessing / Review:

1. The only personnel authorized to pull data shall be sworn supervisors and command staff.
2. Any officer or staff captured on BWC recordings during an incident will be afforded an opportunity to review recordings prior to preparing reports. Arbitrary review of BWC footage not under review or investigation will not be permitted by officers. The Sheriff will make it available as soon as reasonably possible to ensure any required paperwork be submitted prior to the end of that officers' tour of duty. Officers are encouraged to review recordings prior to preparing reports. This is to ensure the accuracy and consistency of the officer's report.
 - a. The release of information requested through a public records request will be subject to the same statutory exemptions from disclosure as any other departmental records. Civilians shall not be allowed to review any data without following appropriate FOIL request procedures.
 - b. Incidents found on BWC footage may be used as grounds for disciplinary action, up to and including suspension and termination.
 - c. Failure to activate BWC may result in disciplinary action, up to and including suspension and termination. Additionally, there may be a rebuttable presumption of bad action.

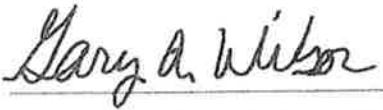
**CSEA CORRECTIONAL UNIT 6734 OF LOCAL 815
TENTATIVE CONTRACT AGREEMENT**

The County of Erie (County), the Erie County Sheriff's Department (Sheriff) and the Civil Service Employees' Association Unit 6734 (CSEA) hereby agree to the following provisions as settled on December 2, 2021, subject to ratification by the CSEA membership, and approval by the County Legislature:

It is agreed that the attached 11 pages (inclusive of this signature page) comprises the total tentative agreement for the collective bargaining agreement for the period covering January 1, 2022 through December 31, 2026. All Articles and Appendices of the current collective bargaining agreement not specifically indicated in this tentative agreement will remain unchanged.

For the County:

For CSEA:



Gary Wilson, Commissioner of Labor Relations



John Greenan, Undersheriff



Deb Mueller, Labor Relations Specialist



John DiMartino, CSEA 6734 Unit President