

# AGREEMENT

by and between

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

and

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

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

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## STATEMENT OF PURPOSE

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

### ARTICLE 1 RECOGNITION

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

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

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

### ARTICLE 2 DEFINITIONS

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

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

(b) "County" means County of Erie.

(c) "Union" or "AFSCME" Means Local 1095 and Council 66, American Federation

of State, County and Municipal Employees, AFL-CIO.

(d) “Employee or Employees” means only those individuals who hold a full-time permanent position, who hold regular part-time positions (20 working hours or more per week) or who hold part-time positions (less than 20 hours per week) covered by the bargaining unit herein

(e) “Bargaining Unit” means the certified bargaining unit commonly known as the “Blue Collar Unit” which is composed of only those employees as defined above and individuals who hold certain regular part-time positions (less than 20 hours per week) and temporary employees (as defined in this Agreement) all of whose titles appear in Appendix A attached hereto.

(f) “Position” means one of the positions included under one class title in the Plan of Class Titles and Salary Ranges.

(g) “Class” means a group of similar positions included under the same title in the Plan of Class Titles and Salary Ranges.

(h) “Salary Range” means the range of compensation from base to Step 7, as appearing in the Plan of Class Titles and Salary Ranges

(i) “Job Group” Means a group of classes of positions allocated to the same salary range in the Plan of Class Titles and Salary Ranges.

(j) “Increment” means the annual increment as provided in the table of increments for Job Groups in the Plan of Class Titles and Salary Ranges.

(k) “Increment Step” means the point in the increment scale reached through successive periods of actual service, as designated in Steps 1,2,3,4,5,6 and 7 in the Plan of Class Titles and Salary Ranges.

(l) “Open Competitive List” means an eligible list resulting from an open competitive civil service examination.

(m) “Promotional List” means an eligible list resulting from a promotional civil service examination.

(n) “Appointing Authority” means the person or body ultimately responsible for employee selection and appointment within the department (usually the department head), subject to Civil Service Law and any rules promulgated thereunder.

(o) “Actual Service” means total time spent actually working in a position including any time off and/or leaves with pay.

(p) “Service” means “Actual Service” as defined above.

(q) “Continuous Service” means an uninterrupted period of actual service which includes any authorized leave of absence without pay computed from the date an employee assumes a position with the Employer. However, a period of actual service in a regular part-time position (20 hours or more per week) or a non-regular part-time position (less than 20 hours per week) shall be credited

as 50% of such period for purpose of computing continuous service. If an employee is rehired within one (1) year or is recalled within two years of layoff, the interruption in continuous service shall be removed. The period of interruption, however, shall not be included in computing the total period of continuous service. Except as so provided, an interruption shall result in permanent loss of all continuous service.

(r) “Seniority” except as defined and determined by Civil Service Law for purposes of the provisions therein, seniority means the length of an employee’s continuous service as defined above with the Employer, regardless of bargaining unit. Once per year the Employer shall post on all bulletin boards a seniority list showing the continuous service of each employee. A copy of the seniority list shall be furnished to the Local Union when it is posted. The seniority list will show the names, job titles and the date of hire of all employees in the unit entitled to seniority.

(s) “Permanent Vacancy” means an unencumbered budgeted position covered by the bargaining unit which may or may not be filled within the sole discretion of the Employer.

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

(u) “Department Head” means the person designated pursuant to Charter, Local Law, Administrative Rule or resolution of the County Legislature as the head of a Department or his/her designee(s) in his respective department, institutions, divisions, bureaus, and/or other administrative units for the purpose of handling grievances, and additionally departments and units as organized at and by Erie County Medical Center Corporation, Erie Community College and the Buffalo & Erie County Public Library.

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

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

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

### ARTICLE 3 MANAGEMENT RIGHTS

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

## ARTICLE 4 UNION SECURITY

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

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

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

4.4 The aggregate total of all such deductions shall be remitted each month to the designated financial officer of the Union together with a list from whom dues have been deducted on or before the fifteenth (15) day of the following month when such deductions were made. The above-referenced dues deduction list shall include names, business area, current base, current deductions, year to date base, year to year deduction, and any other information that is required by law. In addition, the employer shall notify the Union President within forty-five (45) days of when an employee is hired, promoted,



or transferred into a bargaining unit position and shall provide the employees name, address, business area, appointment status, title, and any other information as required by law.

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

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

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

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

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

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

4.11 Dues Deduction for Political Action. The Employer agrees to deduct from wages of any bargaining unit employee of the Union who submits to the payroll department a voluntary, signed political and legislative payroll deduction authorization card, payroll

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

## ARTICLE 5 NO STRIKE CLAUSE

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

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

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

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

## ARTICLE 6 BULLETIN BOARDS

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

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

## ARTICLE 7 UNION ACTIVITIES ON EMPLOYER'S TIME AND PREMISES

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

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

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

## ARTICLE 8 TIME OFF FOR UNION BUSINESS

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

8.2 An employee elected to office of the President, Vice President or Grievance Chairman of the local Union shall be allowed reasonable periods of time off without loss of time or pay for the period of his/her term of office to engage in Union business. The Local President, Vice President and Grievance Chairman shall record their union business on a form provided and submitted to their employer by the end of each pay period. It is understood that only time actually engaged in Union business directly related to the bargaining and enforcement of the collective bargaining agreement with the

employer will be paid. At no time shall there be more than 2 (two) officials on leave with pay from the same employer.

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

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

## ARTICLE 9 HOURS OF WORK

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

(a) In the event the Employer deems necessary any change in the work week or shift assignment, the Employer shall first make offer to the employee in the work unit/division of the shift change in the order with the greatest department seniority until it reaches a volunteer. However, if no employee elects to accept the shift change offer, then the employee in the work unit/division of the shift change with the least departmental seniority will be reassigned to that shift. The affected employee(s) will be notified in writing with a copy forwarded to the Office of the Local Union seven (7) calendar days in advance of the proposed change except in emergency situations. ECMCC shall use title within Unit.

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

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

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

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

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

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

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

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

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

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

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

\$350 (\$175 for Regular Part-time employees) within thirty (30) calendar days following the employee's anniversary date.

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

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

## ARTICLE 10 PAID LEAVE OF ABSENCES

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

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

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

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

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

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

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

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

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

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

## 10.2 Vacations

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

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

Service	Hours/Pay Period	Days/Year
Commencement of employment through completion of two (2) years of service.	3.08 hours	10 days
Second (2 <sup>nd</sup> ) year anniversary date through completion of nine (9)	4.62 hours	15 days

years of service.

Ninth (9 <sup>th</sup> ) year anniversary date through completion of sixteen (16) years of service.	6.16 hours	20 days
Sixteenth (16 <sup>th</sup> ) year anniversary date through completion of twenty-five (25) years of service.	7.70 hours	25 days
Twenty-fifth (25 <sup>th</sup> ) year anniversary date through successive years of service.	9.23 hours	30 days

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

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

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

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

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

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

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

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



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

(j) Commencing January 1, 2018 Employees shall be permitted to sell back forty (40) hours or sixty (60) hours of accrued and unused vacation leave at the employee's rate of pay. Employees must have been on the Employer's payroll for the entirety of the year of sale and must have a minimum of eighty (80) hours accrued and unused vacation leave at the time of sale. Employees must notify their supervisor by September 1st of each year they wish to sell vacation hours. Payment shall be made by Payroll Period number 24 of the same year.

### 10.3 Sick Leave

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

(b) Reasons for Granting Sick Leave. Sick leave with pay shall be granted by the Employer to an employee, when incapacitated or unable to perform the duties of his/her position by reason of:

- (1) Sickness or injury
- (2) Serious illness in the employee's immediate family, requiring care and attendance of employee. Immediate family shall include parent, spouse, brother, sister, children or grandparents; or other blood relative who is an actual member of the employee's household. Certificate or affidavit, issued by the attending physician certified to the necessity for the attendance of the employee shall be filed with the Department Head or his/her designee and sick leave for this purpose shall be granted only with his approval.
- (3) Quarantine regulations
- (4) Medical or Dental Visits
- (5) Maternity

#### (c) Sick Leave Credits and Charges

(1) A credit for sick leave under this provision shall be allowed at the rate of (4) four hours for each pay period during which the employee shall have been on full pay status for at least fifty percent (50%) of the working days of that pay period. This is equal to thirteen (13) days per year, and has been converted to a pay period basis to facilitate accounting and payroll procedures while at the same time enabling employees to be advised of their sick leave balances on a continuing regular basis.



(4) In case of failure to report within the required time limits, the absence may be deductible from sick leave and shall not be considered as time off without pay in the discretion of the employee's department head or designee.

(5) Daily call-in is required each and every day except as outlined in "The Clarification of Policy and Procedure for the Reporting of Absence Under the Sick Leave Provisions" issued by the Department of Personnel as amended by the Commissioner from time to time.

(6) A certificate or affidavit, showing incapacity and inability of the employee to perform his/her duties issued by the attending physician, shall be filed with the Department Head or designee in case of absence of more than four (4) consecutive work days. The Department Head or designee may check further on any illness regardless of certificate or affidavit.

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

(8) If an employee is on sick leave and the appropriate form is not received by the Department of Personnel through no fault of the employee, such employee shall be paid as if such form had been received.

#### (f) Abuse of Sick Leave Benefits

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

#### (g) Reinstatement of Sick Leave

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

#### (h) Medical or Dental Visits

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

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

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

(i) **Criminal Assault**

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

(j) **Worker's Compensation**

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

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

(3) In certain cases where specific injuries or special awards as made on other than the normal two-thirds of weekly wages (subject to maximum benefit prescribed by law) the same formula shall be applied after the formal award of such benefits he/she been presented to the Employer. The Worker's Compensation Law requires an employee to be off at least ten (10) working days after the date of injury to be eligible for full benefits thereunder.

(4) Any employee absents from work due to a compensable injury certified by the New York State Worker's Compensation Board shall be granted extended sick leave under Section 10.3 if the employee meets the continuous service requirements. Upon Exhausting all leave credits under Section 10.3, the Employer will extend health insurance benefits for a maximum of twelve (12) months, provided the employee continues to be certified as disabled by the NYS Workers' Compensation Board.

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

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

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

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

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

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

#### 10.4 Personal Leave

(a) Full time permanent employees including provisional personnel will become eligible for and receive four (4) days personal leave after one (1) year of continuous service and also become eligible for and receive the same allowance for each succeeding years of employment providing, they are on a compensable salary and wage basis for at least six (6) months of continuous service in the preceding anniversary year and otherwise meet all eligibility requirements.

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

(c) In order for the department head and/or the immediate supervisor to arrange for adequate work coverage, applications for personal leave must be filled by an employee on a prescribed form with the head of the department or immediate supervisor at least five (5) working days in advance when the requested time is for four (4) and three (3) working days in advance when the request is for three (3) days or less. Personal leave days requested for immediately before or immediately after a holiday may be denied due to staffing or

operational needs. There shall be no restrictions on when this leave is to be taken unless stated in this Article. In cases of emergency, the five (5) or three (3) days of advance notice may be waived by the department head. All requests must receive approval of the employee's immediate supervisor or department head and shall not be granted in less than one (1) hour increments.

(d) In cases of reinstatement or transfers, unused personal leave credits shall be restored or transferred.

## 10.5 Bereavement Leave

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

## 10.6 Jury Duty Leave

On proof of the necessity of Jury Service or attending court for other than personal matters, leave of absence with pay shall be granted to all employees.

## 10.7 Military Leave

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

## 10.8 Emergency Closings

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

(a) If such declaration is before 8:00 a.m., the County shall endeavor to use radio and T.V. stations in the Buffalo area to announce such declaration.

(b) Any employee who is prevented from coming to work because of an emergency closing of the facility or building in which he/she works, will not be required to charge such absence to any accumulated leave balance.

(c) If such declaration is made after the employee's first three and one-half (3.5) hours of actual work, the employee shall suffer no loss in pay nor be required to charge any time off from work as a result of such closing.

(d) In the event the above conditions prevent any employee from reporting to work on time, such tardiness may be excused by the head of the department and employees may be dismissed prior to their regular quitting time. In the event of the inability of employees to report for duty because of storms or other uncontrollable conditions, the department head shall grant employees time off with pay, such pay to be charged at the employee's option from any accumulated leave time.

(e) Should the County Executive and the department head approve any of the actions in this sections in one (1) or more than one facility, operation, service or department, such approval or approvals will be based on the individual conditions and will be independent of any other facility, operation, service or department in the County.

(f) This section does not apply to any employee who is necessary and essential to the operation of the County during the emergency closing as determined by management.

## 10.9 Civil Service Examinations

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

## ARTICLE 11 LEAVE OF ABSENCE WITHOUT PAY

### 11.1 Application for Leave Without Pay

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

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

## 11.2 Maternity Leave

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

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

- the date that the employee is no longer able to carry out all normal assigned duties.
- the expected date of confinement, and
- the date the employee may return to duty shall accompany the request whether it be for sick leave (form PO-19) or for leave without pay (form PO-18). In those instances, where the duration of certified absence will utilize the employee's sick leave balance, and in addition, a period of leave without both the PO-19 and PO-18 should be completed at the same time, and the above certificate used to substantiate both requests.

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

(d) A continuous leave of absence without pay by reason of the birth of a child within the first year of child's birth shall be granted to an employee for a period of six (6) months. Paid leave will be submitted for the unpaid leave at the employee's or Employers option, where permitted by federal statute, other provisions of this collective bargaining agreement and Erie county policy. Such leave request must be presented in writing to the department head with at least thirty (30) calendar days after the date the employee submits his/her request.

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

## 11.3 Leave Without Pay Because of Extended Illness

When an employee has exhausted all of his/her sick leave credits, and is still



incapacitated and unable to perform the duties of his/her position, or if the attending physician has recommended a period of rest and convalescence, the Department Head shall grant leave of absence without pay for a period not to exceed one (1) year subject to the approval of the Commissioner of Personnel and subject to extension pursuant to County Civil Service Rules, such decision shall not be arbitrary or capricious.

#### 11.4 Leave for War Work

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

#### 11.5 Education Leave for Veterans

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

#### 11.6 Leave of Absence for Educational Purposes

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

#### 11.7 Leave of Absence to Serve Another Position in the County Service

Leave of absence without pay may be granted by a Department Head to a permanent employee to serve temporarily or provisionally in another position in the classified class.

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

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

### 11.9 Leaves for Other Reasons

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

### 11.10 Political Leave

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

### 11.11 Adoption Leave

In case of legal adoption under article seven (7) of the Domestic Relations Law, leave shall be granted where the adoptive child is required to reside with the adoptive parents for at least six (6) months prior to an order for adoption being made. In such cases, leave shall be granted for six (6) months commencing from the date the adoptive child begins actual residence with the adoptive parents. Such leave must be applied for, in writing, including legal notices, no later than ten (10) working days prior to the commencement of leave.

## ARTICLE 12 EMPLOYMENT OPPORTUNITIES

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

## ARTICLE 13 RETIREMENT PLAN

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

- (a) Crediting unused sick leave to accumulated service on retirement up to a maximum of 165 days;
- (b) Subject to availability, the right to purchase up to three (3) years credit for military service during World War II.
- (c) The right to transfer credits within the system for a period of one (1) year;
- (d) The right to repay contributions while in the service where the previous right has elapsed.
- (e) New guaranteed death benefits of three (3) times the maximum salary or \$20,000.00 whichever is the lesser;
- (f) “New Improved Career Retirement Plan”, Section 75-I of the New York State Retirement and Social Security law.

## ARTICLE 14 HEALTH INSURANCE

### 14.1 ACTIVE HEALTH INSURANCE

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

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

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

opts for the Value Plan they shall be required to pay 15% of the annual Value Plan increases commencing January 1, 2011.

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

(c) ACTIVE HEALTH INSURANCE - HIRED ON OR AFTER 1/1/2018  
Employees hired on or AFTER 1/1/2018 will pay 15% of the Value Plan premium and the full monthly cost of the difference between the Enhanced or Core plan, if selected, and the Value plan. Additionally, these employees shall Pay a contribution equal to 15% of the Value plan.

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

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

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

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

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

## 14.2 Retiree Health Insurance:

Retirees shall have the choice between two (2) Pre-65/Pre-Medicare Plan Options; the Core Plan (POS 203) and Option D (PPO 812) and four (4) Post-65/Post Medicare Plan Options; Option A (Senior Blue 402), Option B (Senior Blue 401), Option C (Forever

Blue PPO aka PPO 201) and Option D (PPO 812).  
contributions for health insurance as follows:

Retirees shall make financial

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

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

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

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

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

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

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

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

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

### 14.3 Health Insurance Waiver

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

### 14.4 Leave Credits at Retirement

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

#### 14.5 Dental

The Employer shall provide the Dental Plan with 100% orthodontia and 100% prosthetics coverage for each employee covered under this contract in accordance with the type of coverage (single or family) desired by the employee. The employer shall pay the full cost of single coverage and 90% of the cost of family coverage up to the annual allotment.

## ARTICLE 15 WAGES

### 15.1 New Appointments

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

(1) Employees hired prior to January 1, 2010: Upon completion of a probationary period of up to 26 weeks of work, employees shall be moved to the first step of the applicable class as appearing in the classification, salary and wage schedule set forth in the appropriate appendix/table of this agreement.

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

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

### 15.2 Promotions

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

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

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

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

### 15.3 Demotions

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

### 15.4 Reinstatement

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

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

### 15.5 Reallocation

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

### 15.6 Reclassifications

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

### 15.7 Increments and Increment Periods

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

- (1) Employees hired prior to January 1, 2010: Employees appointed or promoted to a position shall be eligible for their first increment after six (6) months of actual service on January 1 or July 1, as the case may be. Employees will be

eligible for successive increments on a yearly basis from that January 1 or July 1. In cases of reinstatement, eligibility for an increment must total a year of actual service.

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

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

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

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

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

## 15.8 Temporary Assignments

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

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

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



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

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

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

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

## 15.9 Leaves of Absence

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

(b) Other leaves without pay over three (3) months shall constitute an interruption of continuous service for computing yearly increments.

## 15.10 Exclusions

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

## 15.11 Pay Period

(a) The salaries and wages of employees shall be paid bi-weekly. In the event this day is a holiday, the preceding day shall be the pay day. Every effort shall be made to pay the second and third shift, a day previous to the first shift employees.

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

### 15.12 Shift Differential Pay

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

### 15.13 Wage Schedule (SEE ATTACHMENT B)

### 15.14 Longevity Pay

(a) An employee shall be eligible for the first longevity increment after reaching the maximum step (Step 7) and a minimum of five (5) years actual service at the maximum increment step of the job group.

(b) All employees receiving the first longevity increment for a period of four (4) continuous years in the same step will receive a second longevity increment.

(c) Again, on the completion of another four (4) continuous years of service, in the same step, the employee will receive a third longevity increment.

(d) Again, on the completion of another four (4) continuous years of service, in the same step, the employee will receive a fourth longevity increment.

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

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

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

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

## ARTICLE 16 OVERTIME WORK

### 16.1

(a) Overtime work shall be distributed equally to employees working within the same job classification within a department or unit subdivision. The distribution of overtime shall be equalized over a three (3) month period beginning on the first day of the calendar month following the effective date of this Agreement.

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

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

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

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

16.4 All employees shall be paid at their straight time hourly rate plus one-half their hourly rate for all hours worked in excess of eight (8) hours in any work day or in excess of forty (40) hours per week. Excluded from computation of forty (40) hours per week to be included for purposes of the overtime premium of one-half is all sick leave and personal leave. If weather conditions cause overtime work, such overtime shall be paid at time and

one-half regardless of sick or personal days used during the week. It is agreed and understood that there shall be no pyramiding of overtime.

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

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

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

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

## 16.9 COMPENSATORY TIME

(a) Employees may annually request in writing to be provided compensatory time in lieu of cash payment for overtime worked. This written request shall be filed with the employee's department head annually by January 1<sup>st</sup> of that year. Employees who make such request in any given year will remain in compensatory time for the following year(s) unless they submit a request per section (c) of this article. Compensatory time earned, may be taken in no less than one (1) hour increments and upon the prior approval of the employee's department head or designee. Each employee that opts to take compensatory time in accordance with this section, shall accumulate compensatory time at the rate of time and one-half (1.5) for each hour or part thereof worked. The maximum number of accumulated overtime compensatory hours that may be banked by an employee at any one time is eighty (80) hours. Once the employee's compensatory bank reaches eight (80) hours, he/she shall be paid in cash for each hour(s) or part thereof worked above the maximum amount of allowable accrued compensatory time.

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

(c) Employees may request in writing and provide to their department head or designee to revert back to cash payment for overtime hours worked once a year regardless of compensatory hours in their bank. These Employees will no longer receive compensatory time for that year. Once the request is made the County shall make overtime payments at

the rate of time and one-half (1.5) for each hour or part thereof worked no later than the next pay period. The Employee will not be eligible again for compensatory time until the following year when the appropriate request is filed with the employee's department head.

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

## ARTICLE -17 JOB POSTINGS

17.1 All permanent vacancies, after the exercise by the Employer of its right to reassign employees throughout the Employer's facilities which will not be made in an arbitrary and capricious manner, shall be posted at least ten (10) days prior to filling of such position in all functional units of the Employer. In the event the Employer elects to exercise its right to reassign an employee in the same job title for a period in excess of twenty (20) consecutive work days, and should such reassignment cause a change from one work location to another, the employee so reassigned will be the least senior employee in the job title, capable of performing the work, from the work site selected by management. Upon deciding to reassign an employee under this section (17.1), the supervisor will post notice of the transfer at the location involved, for the minimum of five (5) days prior to the transfer. If the least senior employee must be transferred during five (5) days, and should a more senior qualified employee indicate his desire to be reassigned, the more senior employee shall be reassigned and the less senior employee shall return to his original location. If a more senior employee, in the same job title, capable of performing the work volunteers, he/she shall be so transferred. It is agreed and understood that this section does not apply to a physical change of work location less than five (5) miles. At no time may the employer swap any employee from one location with an employee from a separate location unless both employees agree.

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

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

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

(c) In the event the aforementioned procedures do not result in the filling of the position, and all things being equal as compared to any non-bargaining unit candidates, qualified employees from the bargaining unit who have submitted application shall be considered for said promotion

first. The Employer shall notify the Local Union Office of all applicable vacancies, and it shall be the obligation of the Union to post and advertise such vacancies to the members of the Bargaining Unit outside of eligible divisions as describes in subsection (b) herein. In order to qualify for consideration, Bargaining Unit Members shall be subject to the ten (10) calendar day application period that governs internal applications from the division.

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

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

## ARTICLE 18 PROMOTIONS

18.1 Whenever an opportunity for promotion (advancement of an employee to a higher paying position) occurs as a result of a permanent vacancy in a bargaining unit position or the creation of a new position in the bargaining unit after exhaustion of management's right of reassignment, shift preference and rights under Article 20 of this Agreement, the Employer shall use the following procedure:

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

(b) All other positions – A notice of the permanent vacancy shall be posted on appropriate bulletin boards throughout the recognized division of a department in which such vacancy exists for at least ten (10) calendar days prior to filling such vacancy. During this period, employees within such division may apply for promotion to the position. The application shall be in writing and shall be submitted to the employee department head or his designee. The notice shall include the following:

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

18.2 Appointments to the vacancies so posted shall be on basis of seniority among those submitting bids who have skills, abilities and qualifications to perform the work. The

determination of an employee's skills, abilities and qualifications to perform the work shall be the sole right and responsibility of the Employer, which shall not be exercised in an arbitrary or capricious manner, as measured against the following considerations:

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

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

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

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

## ARTICLE 19 LAYOFF AND RECALL

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

19.2 Notice of Layoff – The Employer will give fourteen (14) calendar days' notice of layoff. This applies to employees who are initially laid off because their position has been abolished and not to any employees who are retrenched as a result of any applicable bumping procedure, whether under this Agreement or New York Civil Service Law.

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

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

19.5 Layoff Procedure

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

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

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

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

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

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

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

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

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

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



senior employee in Job Group 3, the above process shall be repeated for Job Groups 2 and 1 respectively.

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

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

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

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

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

## 19.6 Recall

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

## ARTICLE 20 CHANGE IN JOB AND WORK LOCATION (Transfers)

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

(1) Effective date of January transfers shall commence March 1st of the year of application.

(2) Effective date of July transfers shall commence September 1st of the year of application.

(3) Both January and July transfer list shall expire the last day in February of the following year.

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

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

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

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

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

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

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

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

## ARTICLE 21 SHIFT PREFERENCE

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

Subject to management's right of reassignment, if a permanent vacancy occurs during the succeeding year (February 1 through January 31) or succeeding half year (August 1 through January 31) in such employee's job classification within the same recognized division of his department and involving the same work duties and responsibilities of the requested shift, such employee shall be transferred to that shift if the Employer determines to fill the position and maintain it on that shift. If two (2) or more employees have so requested the same shift, the one (1) with the greatest Compleitive Class Departmental Seniority, if applicable, or the bargaining unit seniority of an employee in a non-competitive or labor class position shall be given preference. Once an employee's shift has been changed pursuant to this procedure herein, he/she may not utilize this process again for one (1) year from the date of his/her shift change.

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

## ARTICLE 22 GRIEVANCES AND ARBITRATION

### 22.1 General

(a) It is the intent of this article to promote and provide a mutually satisfactory procedure for the settlement of grievances of employees arising out of the meaning, application or interpretation of this Agreement and any Employer rule or regulation as amended from time to time other than the Rules for the Classified Civil Service of the County of Erie.

(b) AFSCME representatives shall be permitted to participate in all activity and progress of any grievance in each stage through the final decision. All other labor organizations will be excluded from the grievance procedure involving the unit covered by this Agreement.

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

## 22.2 Definitions

(a) "Grievance" shall mean any claimed violation, interpretation or inequitable application of this Agreement and any Employer rule or regulation as amended from time to time other than the Rules for the Classified Civil Service of the County of Erie. This term shall not include any matter which is otherwise reviewable pursuant to law, or any law, or any rule or regulation having the force and effect of law.

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

(c) "Work Day" shall mean all days other than Saturdays, Sundays and legal holidays. Saturdays, Sundays and legal holidays shall be excluded in computing the number of legal days in which action must be taken in any stage of the grievance procedure.

## 22.3 Rights of the Parties

(a) The parties shall exchange any written statements or records used at the second step meeting provided for in this Article at the time of such meeting. Each party shall have access to written statements or records which are presented as evidence by other party at an arbitration hearing at least five (5) working days in advance of such hearing.

(b) The President of Local 1095 shall receive a copy of any written grievance and any decision rendered in the grievance procedure.

(c) The Employer, Union and/or grievant shall have the right to submit briefs to support or refute allegations of any party.

(d) The Union may have an observer at the arbitration hearing, even though not a part thereof, and shall be granted reasonable notice of the date, time and place of the hearing.

(e) The time limits set forth in this article are of the essence. They may, however, be extended by mutual agreement of the parties. The failure of the grievant to proceed within the time limit set forth shall terminate the grievance at that step. The failure of the Employer to answer within the time limit set forth will entitle the grievant to proceed to the next step of the grievance procedure, upon the notice to the Employer.

(f) The grievant covered by the terms of this Agreement shall have the rights, if he/she so desires, to be represented by an AFSCME unit representative at any step of the grievance procedure subject to the provisions contained in 22.1(3) above.

## 22.4 Grievance Procedure

(a) Step 1. The employee (or the Union if there is a class action) aggrieved shall present his grievance in writing through his Union Steward or other authorized Union representative on a form to be provided, setting forth the date, time and place of the alleged grievance, facts of the grievance, the particular section of the Collective Bargaining

Agreement or personnel rules involved, and the relief sought to the employee's department head or designee within fifteen (15) working days from the occurrence of the grievance or when the employee knew or should have known of the fact situation giving rise to the grievance. At the written request of the employee through his Union Steward or other authorized Union representative, the department head or his/her designee, if such request is made simultaneously with the filing of the grievance, shall hold an informal hearing within seven (7) working days after receiving such written request with the employee and his/her Union Representative, if the grievant so desires. If such a hearing is requested and if the grievant is refused such a hearing, the grievant may, in writing, request and will be granted the first step meeting by the division of Labor Relations, within ten (10) calendar days of the receipt of the request. The department head or designee or the Director of Labor Relations will render the required first step answer in writing within ten (10) working days of the receipt of the grievance or date of the hearing, whichever is later.

(b) Step 1A. Effective January 1, 1996 (ECMC only). If the employee or the Union is not satisfied with the disposition of the grievance at the preceding step the authorized Union representative will meet with the representative of Human Resources in an effort to settle the matter. The same time limits are set forth in Step 1 of this procedure apply to this step.

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

(1) That the employee or the Union through the Union may appeal the grievance within ten (10) working days of the department head's decision in Step 1 to be considered by the County Labor Relations Committee and the Union Committee;

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

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

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

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

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

## 22.5 Arbitration

(a) If the Union Committee in Step 2 of the grievance procedure is not satisfied with the disposition of the grievance rendered by the County Labor Relations Committee, such decision may be appealed to arbitration within ten (10) days of disposition.

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

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

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

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

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

(5) New arbitrators will only be added to the existing panel upon the written consent of both parties.

(c) In the event the parties fail to mutually agree upon an arbitrator, either party will have the right to request a list of names of five (5) arbitrators from the New York State Public Employment Relations Board. Upon the receipt of such list, each party will strike two (2) names from the list and the remaining name will be the arbitrator to be designated to hear the grievance.

(d) The arbitrator's decision shall be rendered within thirty (30) days of the hearing or within thirty (30) days of the receipt of the written position of both parties. As timely arbitration decisions are in the best interest of both parties, it is agreed that if a decision is not rendered within the above stated time limits, both parties will mutually contact the arbitrator to expedite the award.

(e) The cost of any arbitration hearing will be borne equally by the parties of this Agreement.

(f) The decision of the arbitrator shall be final and binding on both parties.

(g) The arbitrator shall have no power of any nature whatsoever to amend, modify or delete any provisions of this agreement.

(h) In all cases, arbitration hearings shall be commenced within six (6) months of the date the grievance was moved to arbitration. If a hearing is not commenced within such six (6) months, the grievance shall be deemed settled in accordance with the County's second step

answer. It is specifically understood, however, that this six (6) month period may be extended by mutual agreement in writing. Mediation/Arbitration: Parties will meet to develop a mediation/arbitration procedure that would become effective by July 1 2000.

## ARTICLE 23 DISCIPLINE AND DISCHARGE

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

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

### 23.3 Suspension and/or Discharge

#### (a) Employer Responsibilities

(1) If the Employer determines that an employee should be suspended or terminated, such employee may be suspended or terminated depending on the circumstances of each case.

(2) At the time of the notification of disciplinary action, the employee may request an appropriate union representative.

(3) The notice of discipline will include a written statement of the reasons for the discipline.

(4) The Employer will mail a copy of the notification of discipline to the local Union office within three (3) working days' after notification of termination, suspension or written reprimand is given to an employee.

#### (b) Union Responsibilities

(1) Grievant may file a grievance, signed by the employee, postmarked within ten (10) working days exclusive of the date disciplinary action was taken, with the Director of Labor Relations for the County. Such grievance shall be in writing, signed by the employee, and shall set forth the basic reasons for contesting the discipline. Such grievance shall be treated as Step 2 grievance and shall be reviewed at the next second step grievance meeting between the parties.

(2) Should an employee be suspended or discharged under the terms of this article, the employee or the Union may, at the time the notice of suspension or discharge is served, demand in writing a second step hearing within seven (7) work days with the Division of Labor Relations. The commencement of the suspension period or the effective date of the discharge may be delayed if the employee or the Union so request and the Employer agrees, until the meeting is held.

(3) The grievant may bring a maximum of two (2) Union representatives from the bargaining unit to represent him/her at such hearing.

(4) If the decision at the meeting with Labor Relations is unacceptable, the employee through the Union, may utilize the arbitration procedure as provided in this Agreement.

(5) Failure to file a grievance within the time frame herein above specified or timely appeal to arbitration shall constitute acceptance of the disciplinary penalty and settle the matter without prejudice in its entirety. It is agreed and understood that such failure shall not constitute a precedent prohibiting the challenge of future similar disciplinary action taken against other employees under similar circumstances.

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

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

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

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

## ARTICLE 24 PROBATIONARY PERIOD

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



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

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

## ARTICLE 25 GENERAL PROVISIONS

### 25.1 Pledge Against Discrimination and Coercion:

(a) The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the employer the responsibility for applying this provision of the Agreement.

(b) All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

(c) The employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the employer or an employer representative against any employee because of union membership or because of any employee activity in an official capacity on behalf of the Union.

(d) The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

### 25.2 Political Activity:

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

### 25.3 Personnel Files:

- (a) The employee will have the right to examine the contents of his personnel file and may be accompanied by an advisor of his own choice.
- (b) No materials will be placed in the employee's personnel file until the employee has been given the opportunity to read the contents and attach any comments he/she may desire. Each document shall be initialed by the employee before being placed in his/her file as evidence of his having read such document. This initialing shall not be deemed to constitute the approval by the employee of the contents of such document. If the employee refuses to initial any document after having been given an opportunity to read the same, a statement to that effect that shall be affixed to the document.
- (c) The employee will be permitted to have included in his file any material which he/she feels is pertinent to his performance and personal qualifications including all internal reports generated in the department.

### 25.4 Transportation Allowance and Formula Effective January 1, 1996

- (a) Transportation Formula: Will be revised with the IRS mileage allowance or a four (4) dollar minimum per day.
- (b) Toll charges will be reimbursed if supported by appropriate receipts.

### 25.5 Travel Policies

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

### 25.6 Travel Procedures

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

### 25.7 Disabled Employees

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

### 25.8 Supervisory Employees

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

## 25.9 Subcontracting

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

## 25.10 Labor-Management Committee

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

## 25.11 Work Rules

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

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

(c) Employees shall comply with all existing work rules, as amended from time to time, or any new rules that are not in conflict with the terms of this Agreement providing that the rules are uniformly applied and uniformly enforced. It is specifically agreed and understood that this in no way permits an employee to refuse or fail to comply with any

rules unless compliance would directly result in a dangerous and unsafe condition injurious to the employee's personal health.

### 25.12 Protection and Security for Employees

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

### 25.13 Regular Part-Time Employees

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

### 25.14 Printing of Contract

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

### 25.15 Temporary Employees

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

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

to Article 17 Any such temporary employees who bid and are awarded a permanent appointment will serve a complete probationary period in the same manner as a new employee according to Article 24.

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

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

### 25.17 Job Assignments

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

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

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

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

### 25.19 Safety and Health

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

## 25.20 Part-Time Employees

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

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

## ARTICLE 26 SAVINGS CLAUSE

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

## ARTICLE 27 STATUTORY PROVISION

It is understood by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval. Any proposal that addresses wages does at the time of ratification and legislation approval shall not include any member at the Erie Community College. AFSCME and Erie Community College agree to reengage in negotiations to address wages prior to the start of January 1 2023. The County, ECMCC and the library agree to reopen the Unions transfer list 30days prior to the ratification date of this agreement. This reopener is only for Erie Community College Employees.

## ARTICLE XXVIII (28) EFFECTIVE DATE AND TERMINATION

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

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

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

The County of Erie  
Erie County Medical Center  
Erie Community College  
Buffalo and Erie County Public Libraries

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Richard K. Canazzi  
President, Local 1095

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Mark Poloncarz  
County Executive

---

Approved as to form  
ECMCC's General Council

---

Edward McDonald  
Area Representative  
Council 66

---

Josh Pennell  
Labor Relations  
Erie County

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Erie Community College

Negotiating Committee

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

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

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Buffalo Erie County  
Public Library  
Jeannine Doyle

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ECMCC  
Chief Executive Officer  
Thomas Quatroche

## ATTACHMENT A

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

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

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



	Stationary Engineer	C 9
	Assistant Stationary Engineer	C 7
	Assistant Supervising Maintenance Mechanic Transportation	NC 10
	<u>Titles at ECC</u>	
	Building Maintenance Mechanic	NC 8
	Building Maintenance Mechanic (HVAC)	NC 8
	Building Maintenance Mechanic (Carpenter)	NC 8
	Building Maintenance Mechanic (Electrician)	NC 8
	Building Maintenance Mechanic(Millwright/Machinist)	NC 8
	Building Maintenance Mechanic (Painter)	NC 8
	Building Maintenance Mechanic (Pipefitter)	NC 8
	Building Maintenance Mechanic (Plumber)	NC 8
	Building Maintenance Mechanic (Refrigeration)	NC 8
	Building Maintenance Mechanic (Sheet Metal)	NC 8
	Building Maintenance Mechanic (Welder/Pipefitter)	NC 8
	Sign Shop Operator	NC 8
3	Park Maintenance Worker I	L 3
	Park Maintenance Worker II	L 5
	Park Maintenance Worker III	L 7
	Automotive Mechanic – Parks	NC 9
	Building Maintenance Mechanic- Carpenter	NC 9 (B&G Scale)
	Building Maintenance Mechanic -Electrician	NC 9 (B&G Scale)
	Building Maintenance Mechanic -Plumber	NC 9 (B&G Scale)
	General Crew Chief Parks	NC 11
	Crew Chief (Forestry)	NC 9
	Greens keeper (Golf Course)	NC 10 (B&G Scale)
	Park Ranger	NC 7
	Park Ranger Captain	NC 10
4	Labor Highway	L 3
	Blacksmith Highway	NC 7
	Motor Equipment Operator	NC 5
	Motor Equipment Operator 2	NC 7
	Shovel Operator	NC 7
	Crew Chief Highway	C 10
	Automotive Mechanic – Highway	NC 9
	General Crew Chief Highway	C 11
	Junior Automotive Mechanic- Highway	PJC 8
	Welder	PJC 7
5	Cleaner	L 1
	Head Cleaner	L 2
	Laborer, RPT	L 3
	Laborer	L 3
	Caretaker	L 3
	Janitor	C 3
	Housekeeper	NC 4
	Head Laborer	NC 4
	Head Janitor	C 6

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

13	Cleaner	L 1
	Laborer	L 3
	Hospital Housekeeping Attendant	L 3
	Hospital Housekeeping Attendant RPT	L 3
	Institutional Housekeeping Attendant	L 3
	Institutional Housekeeping Attendant RPT	L 3
	Laundry Worker	L 4
	Laundry Worker RPT	L 4
	Laundry Worker I	L 4
	Senior Laundry Worker	NC 6
	Head Laundry Worker I	NC 6
	Head Laundry Worker II	NC 7
	Principal Laundry Worker	NC 7
14	Seamstress	L 2
15	Watch Attendant	L 3
	Watch Attendant RPT	L 3
	Building Guard	C 4
	Building Guard RPT	C 4
	Building Guard –Library	C 5
	Building Guard Shift Supervisor	C 5
	Chief Watch Attendant	NC 5
	Security Officer	C 5
	Security Officer (Spanish Speaking)	C 5
	Child Care Recreation Specialist	C 6
	Youth Detention Worker	C 7
	Youth Detention Worker RPT	C 7
	Senior Youth Detention Worker	C 8
	Detention Facility Security Guard	C 5
	Relief Worker RPT	C 6
	Child Care Worker	C 7
	Hospital Public Safety Officer	C 10
	Hospital Public Safety Officer RPT	C 10
	Hospital Public Safety Assistant	C 7
	Senior Hospital Public Safety Assistant	C 8
	Campus Public Safety Officer	C 8
16	Laborer	L 3
	Messenger, RPT	L 3
	Messenger	L 3
	Delivery Service Chauffeur	NC 4
	Truck Driver, RPT	NC 4
	Truck Driver	NC 4
	Senior Messenger	L 4
17	Nurse’s Aide	NC 2
	SPD Aide	NC 3
	SPD Aide RPT	L 3
	Certified Nursing Assistant	NC 5
	Certified Nursing Assistant RPT	NC 5

	Hospital Aide	L 3
	Hospital Aide RPT	L 3
	Dispatcher, SPD	C 4
	Dispatcher, SPD RPT	C 4
	Senior SPD Aide	NC 5
	Recreation Assistant	NC 5
	Recreation Assistant RPT	NC 5
	Recreation Attendant	L 5
	Patient Transport Monitor	C 6
	Assistant SPD Supervisor	C 6
	Burn Technician	NC 4
	Critical Care Technician	NC 4
	Lead Sterile Processing Technician	C 5
	Patient Transport Coordinator	C 5
	Household Assistant Long Term Care	L 3
	Household Coordinator Long Term Care	C 8
	Housekeeping Attendant Long Term Care	L 3
	Patient Support Aide	NC 3
18	Health Assistant	L 1
	Community Service Aide, RPT	L 1
	Homemaker	NC 3
	Home Health Aide	L 3
	Senior Homemaker	NC 4
	Work Relief Supervisor	NC 4
19	CHAP Aide	L 3
	Public Health Aide	L 1
	Senior Public Health Aide	L 3
20	Pharmacy Technician	C 7
	Lead Pharmacy Technician	C 9
	Medication Reconciliation Assistant	PJC 3
21	Laboratory Helper	L 2
	Dental Assistant	NC 3
	Senior Laboratory Helper	NC 4
	ECMCC Dental Assistant	NC 5
	ECMCC Dental Assistant RPT	NC 5
	ECMCC Certified Dental Assistant	C 6
	Dark Room Technician	C 9
	Biomedical Repair Technician	C 10
22	Hospital Appliance Repair Worker	NC 7
	Control Technician Electric	C 11
	ECMCC Control Technician Electric	C 11
23	Laborer	L 3
	Stores Clerk	C 3
24	Sign Shop Fabricator	NC 7
	Sign Shop Chief	NC 10
25	Dispatcher	C 4

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

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

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

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

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

1. Upon full execution of this Agreement, every Biomedical Repair Technician ("Bio Techs") shall be provided with the option to join the on-call team and be assigned an ECMCC issued phone or pager. Those who choose to enter the on-call pool shall provide ECMCC with an alternate phone number for on-call coverage purposes.
  
2. Bio Techs that elect to join the on-call pool will be paid one (1) hour of straight pay for every four (4) hours he/she is assigned to be on-call. The assigned Bio Techs will receive a minimum of three (3) hours of pay per the parties collective bargaining agreement if he/she is called into work while on-call. In the event that the assigned Bio Techs are required to work on site beyond three (3) hours, they

shall be compensated for all hours worked under the parties CBA (This shall not be considered as a promotion within the terms of the CBA.)

3 Bio Techs that elect to join the on-call pool shall not receive compensatory time under article 16.9 of the parties CBA. The on-call hours paid or worked shall not be counted on the department's overtime wheel.

#### APPENDIX - A

4. On-call activation will be coordinated through nursing supervision. If the assigned pager number is not responded to within five (5) minutes of activation, then the alternate number will be called. Bio Techs are required to be on site within forty-five (45) minutes from call response. The technician will document the call reason and in house time, then submit to biomedical leadership for time reimbursement submission.

5. ECMCC will provide Biomedical Services with one (1) month notice of the per day on-call assignment schedule to cover off-shifts including Holidays as necessary. Coverage for employees that do not report to work during their regular scheduled shift on either Saturday or Sunday due to any approved time per the cba shall be done in accordance to the cba prior to offering such shift to any employee from the on-call pool.

6. Once a year an employee may opt out of the on-call pool with a thirty (30) day written notification. This employee will not be subject to any of the provisions provided in this agreement for six (6) months. The notice of the employee's desire to opt out must be done in writing and handed into the department head or his/her designee.

7. On-call coverage hours may vary by schedule related to on site staffing schedule. Switching on-call between staff members is allowed with prior approval from supervision.

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

## APPENDIX -B

### Memorandum of Agreement between

Erie County Medical Center Corporation, and  
AFSCME, Local 1095

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

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

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

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

1. Effective upon the execution of this Agreement, ECMCC shall change the title of Seasonal Pharmacy Aide/Tech interns from Intern-ECMC to Laborer within the Pharmacy Department maintaining the current duties of the Intern-ECMC pending receipt of Pharmacy Technician Board Certification ("PTCB").
2. All Laborers within the Pharmacy Department shall be paid at the AFSCME Job Group five (5) pay rate and shall retain their increment step. This does not apply to Laborers who are not within the ECMCC Pharmacy Department.
3. ECMCC shall have the right to bypass any shift change lists, transfer lists, and internal posting periods of the CBA for hiring Laborers within the Pharmacy department.

4. ECMCC shall have the right to terminate the employment of any Laborer within the Pharmacy Department that is failing to demonstrate a willingness or ability to receive the requisite PTCB in a timely matter in an effort to maintain compliance with the laws and regulations of accrediting entities applicable to the Pharmacy Department.

## APPENDIX –C

Memorandum of agreement

between the

County of Erie / Erie County Medical Center Corporation

and

AFSCME Local 1095

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



## APPENDIX –D

### MEMORANDUM OF AGREEMENT

Between

County of Erie and

AFSCME Local 1095

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

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

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

#### TRAINING

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

#### ROUTES

- ❖ The routes that have been identified, to date, that are appropriate for OPP are attached and made a part hereof. Each highway facility will designate turn around locations for each route.

- ❖ If, after plowing utilizing OPP, problems are found with certain routes that make them potentially dangerous to plow using OPP, AFSCME and the County will work together to mitigate the cause of the problem.
- ❖ Multi-lane routes can be plowed by OPP provided the routes are plowed with two trucks operating in tandem.

#### SAFETY

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

#### APPENDIX –D

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

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

#### COMPENSATION ISSUES

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

#### MANPOWER LEVELS

- ❖ Any employee who held the position of permanent Motor Equipment Operator at the time of March 2005 layoffs, and is presently employed as a Laborer within the division of the Erie County Highway Department shall be immediately reinstated to Permanent Motor Equipment Operator at the employee's option. Employee's exercising this option will be permanently assigned to facilities as deemed necessary by the County based on seniority.
- ❖ Permanent Laborers not holding a temporary title of Motor Equipment Operator shall receive a lump sum payment at the end of the winter season equivalent to an additional one-dollar per hour for all straight time hours during the Winter Season, which is defined as the pay period starting after November 15, and ending the pay period prior to March 15. The additional stipend will only be paid on straight hours worked and will not be paid on overtime hours, vacation hours, sick hours or any other type of paid leave hours.
- ❖ Only Permanent Laborers employed by the Division of Highways as of October 1, 2006 will be eligible for the additional payment. Any Laborers assigned or employed by the Division of Highways

after October 1, 2006 will not be eligible for the additional payment except those that are on a current eligible recall list. The total number of MEO and Laborer positions contained in the approved 2006 Operations and Maintenance Budget for the Division of Highways will be maintained throughout the 2006 calendar year and all vacancies of MEO and Laborers will be discussed with the Budget Office for approval to be filled within approximately one month of the earliest possible refill date during the Winter Season (see above for dates). In addition, every

#### APPENDIX –D

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

#### PREVIOUS GRIEVANCES

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

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

APPENDIX–E

MEMORANDUM OF UNDERSTANDING

Between  
Erie County  
And  
AFSCME Local 1095  
(Amendment to one person plow MOU)

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

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

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

NOW THEREFORE, the parties hereto agree as follows:

1. All employees working in good standing for the Erie County Department of Public Works, Division of Highways, as of January 1, 2011 and who meet the criteria outlined in the ORIGINAL OPP AGREEMENT for the "additional compensation", as specified therein, shall be eligible to receive such "additional compensation".
2. The additional compensation shall be reimbursed in accordance with the terms and conditions specified in the ORIGINAL OPP AGREEMENT.
3. The ORIGINAL OPP AGREEMENT is amended so that all plow routes within Erie County will be considered as One Person Plow routes.
4. Due to consideration of ease of scheduling, and sight distance due to hills, Zoar Valley Road will be paid at the One Person Plow rate whether one (1) or two (2) Erie County Employees operate such truck.
5. When overtime is required adjacent to a normal eight (8) hour shift, the employees on that eight (8) hour shift may be held over for overtime without regards to the overtime

wheel, as needed, but not beyond the start of the next regular shift (hereinafter referred to as the warm body rule)

6. The warm body rule is applicable to both permanent titles and 'second rate' titles.

7. In order to maintain a safe work environment and the safety of the public, a "16 Hour Work Rule" shall be enforced in all non-emergency situations. Accordingly, where an

#### **APPENDIX – E**

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

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

**APPENDIX – F**

Between

Erie County and

AFSCME Local 1095

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

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

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

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

## APPENDIX – G

### Memorandum of Agreement

Between

The County of Erie and AFSCME, Local 1095

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

WHEREAS, Article 10.3(b) of the CBA only allows for the granting of sick leave to an employee when incapacitated or unable to perform the duties of his/her position by reason of:

- 1) Sickness or injury
- 2) Serious illness in the employee’s immediate family, requiring care and attendance of employee.
- 3) Quarantine regulations
- 4) Medical or dental visits
- 5) Maternity

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

1. The use of Sick Fatigue Time as specified above shall be granted to AFSCME Highway Department Employees when an employee stays beyond or reports before their normal scheduled shift, most notably to work overtime during but not limited to natural disasters

Or unforeseen emergency situations such as flooding, hurricanes, tornados, snow storms. Snow removal ice conditions, hail, fire, plane crashes or any other disasters where the Department of Highways resulting in the employee's inability to fulfill their regular shift due to fatigue. Sick-Fatigue Time must be approved by the Commissioner of DPW or his/her designee.

#### **APPENDIX – G**

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



## APPENDIX – H

Memorandum of Agreement  
Between  
County of Erie and  
AFSCME Local 1095

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

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

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

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

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

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

NOW, THEREFORE, the Parties agree to the following:

1. AFSCME employees who currently hold the permanent title of "Crew Chief — Highway" or "General Crew Chief — Highway" may remain in the title (subject to typical probationary considerations, if applicable) and shall not be subject to additional testing in order to remain in the title, despite the competitive class status that became effective for each title on April 16, 2016. The comprehensive list of these "grandfathered" employees is attached hereto as "Exhibit A". Any individual not listed on Exhibit A shall be subject to the testing and requirements of the competitive titles in order to receive an appointment (permanent or otherwise).

2. AFSCME employees who currently hold a second rate designation in the title of "Crew Chief — Highway" or "General Crew Chief — Highway" shall be authorized for continued work in the relevant second rate and shall not be subject to additional testing in order to continue working in that title as a second rate. The comprehensive list of these "grandfathered" second rate designations is attached hereto as "Exhibit B". Any individual not listed on Exhibit B shall be subject to the testing and

requirements of the competitive titles in order to work in the title as a second rate. Further, in addition to any new employee or new appointment, all Exhibit B

## APPENDIX – H

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

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

**APPENDIX – I**

Memorandum of Agreement

Between

Erie County

And

AFSCME Local 1095

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

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

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

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

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

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

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

WHEREAS, AFSCME employees shall be eligible for cash payment of either \$350 for Full

Time Employees or \$175 for Regular Part-time Employees and the terms outlined by their hire date as provided by in the paragraphs above. Employees must be equal or greater than 1560 of hours worked on the employee's anniversary date. Included into the tabulation of the 1560

#### **APPENDIX – I**

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

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

**APPENDIX –J**  
Memorandum of Agreement

between

Erie County

and

AFSCME Local 1095

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

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

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

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

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

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

but up to sixty (60) hours work in any given pay period during which a contractually recognized holiday falls, they shall receive holiday pay at 50% the accrual rate of full-time employees.

5. Where RPT employees perform sixty (60) or more hours work on a pay period basis, cumulatively for fifty percent (50%) or more of a given calendar year, they shall receive personal leave accruals commensurate with full-time employees for such year only.

#### APPENDIX –J

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

## APPENDIX-K

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

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

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

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

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

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

**APPENDIX-L**

**MEMORANDUM OF AGREEMENT**

By and Between

The County of Erie (hereinafter "County")

And

AFSCME Local 1095

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

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

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

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

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

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

THEREFORE, the parties have agreed to the following:

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



## APPENDIX-L

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

**APPENDIX-M**

**MEMORANDUM OF AGREEMENT**

By and Between

The County of Erie (hereinafter "County")

And

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

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

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

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

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

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

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

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

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

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

THEREFORE, the parties have agreed to the following:

## APPENDIX-M

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

## APPENDIX-N

Memorandum of Agreement  
Between  
Erie Community College  
And  
AFSCME Local 1095  
Essential Personal Compensation Pay

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

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

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

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

It is therefore agreed that:

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

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

**APPENDIX-N**

Building Maintenance Mechanic

Building Maintenance Mechanic Electrician

Building Maintenance Mechanic HVAC

Laborer (assigned to the maintenance shop)

Stationary Engineers

Truck Drivers

Supervising Maintenance Mechanics

Custodian of Buildings and Grounds

between  
Erie Community College  
And  
AFSCME Local 1095  
Uniform Requirement for BMM, Laborers, and Cleaners

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

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

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

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

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

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

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

**APPENDIX-P**

Memorandum of Agreement

Between  
Erie Community College  
And  
American Federation of State, County and Municipal Employees  
Annual Performance Review

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

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

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

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

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

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

**APPENDIX-Q**

Memorandum of Agreement .

Between  
Erie Community College  
And  
AFSCME  
Random Drug Testing

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

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

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

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

**APPENDIX-R**

Memorandum of Agreement  
Between



Erie Community College  
And  
AFSCME Local 1095  
Day After Thanksgiving & Part-Time Personal Leave

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

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

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

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

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

**APPENDIX-S**

Memorandum of Agreement  
Between  
Erie Community College

And  
AFSCME Local 1095

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

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

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

**APPENDIX-T**

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

## Emergency Closings

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

to the following contractual language.

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

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

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

NOW THEREFORE, the parties hereby agree as follows:

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

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

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

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

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

## APPENDIX-U

### MEMORANDUM OF AGREEMENT

BETWEEN

ECMCC

AND

AFSCME LOCAL 1095

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







## PLUS 12 PAY SCALE REPORT SHEETS

### Check My License/Driving Privilege Status

How can I check the status of my New York State Driving Privilege?

Sign up for “MyDMV and use the My License, Permit or “ID” service. You can check:

- The current status of your driving privilege (for example Valid, Revoked, Suspended)
- The number of driver violation points on your driving record
- If your license, permit or non-driver ID card is valid, expired or due to be renewed
- Your address on DMV records, change it, if necessary
- Your CDL medical certification status
- The mailing status of a document you recently ordered

Cut out and keep in wallet



WEINGARTEN Rights Statement

I am a member of AFSCME Local 1095. I am requesting my right as granted under the U.S. Supreme Court “WEINGARTEN” decision to have a Union Representative present during this meeting because I reasonably believe that it may result in disciplinary action against me or impact my personal working conditions. If my request for representation is denied, I may refrain from answering accusatory questions until such time as I am properly represented.

AFSCME LOCAL 1095 (716-608-1095)