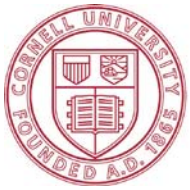

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#820349

COLLECTIVE BARGAINING AGREEMENT

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

(blue cover)

7/3/00

2,400 emp'ees

COVERING THE CALENDAR YEARS
2000 – 2001 – 2002 – 2003

X-12/31/03

® GCIU 32

68 pages

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STATEMENT OF PURPOSE

THIS AGREEMENT entered into by the County of Erie, New York, hereinafter 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:

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 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 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 II
DEFINITIONS

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

1. "County" or "Employer" means County of Erie.

2. "Union" or "AFSCME" means Local 1095 and Council 66, American Federation of State, County and Municipal Employees, AFL-CIO.
3. "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.
4. "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 (20 working hours per week), individuals who hold certain part-time positions (less then 20 hours per week) and temporary employees (as defined in this Agreement) all of whose titles appear in Appendix A attached hereto.
5. "Position" means one of the positions included under one class title in the Plan of Class Titles and Salary Ranges.
6. "Class" means a group of similar positions included under the same title in the Plan of Class Titles and Salary Ranges.
7. "Salary Range" means the range of compensation, from base to step 5, as appearing in the Plan of Class Titles and Salary Ranges.
8. "Job Group" means a group of classes of positions allocated to the same salary range in the Plan of Class Titles and Salary Ranges.
9. "Increment" means the annual increment as provided in the table of increments for Job Groups in the Plan of Class Titles and Salary Ranges.
10. "Increment Step" means the point in the increment scale reached through successive periods of actual service, as designated in Steps 1,2,3,4 and 5 in the Plan of Class Titles and Salary Ranges.
11. "Open Competitive List" means an eligible list resulting from an open competitive civil service examination.
12. "Promotional List" means an eligible list resulting from a promotional civil service examination.
13. "Appointing Authority" means the person or body ultimately responsible for employee selection and appointment within the department (usually the department head) subject to Civil Service Law and any rules promulgated thereunder.
14. "Actual Service" means total time spent actually working in a position including any time off and/or leaves with pay.
15. "Service" means "Actual Service" as defined above.
16. "Continuous Service" means an uninterrupted period of actual service which includes any authorized leave of absence without pay computed from the date an employee assumes a position with the County. However, a period of actual service in a regular part-time position (20 hours or more per week) 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 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 continues service.

17. "Seniority" - Except as defined and determined by Civil Service Law for purposes of the provisions therein, seniority means the length of an employee's continuous service as defined above with the County of Erie, regardless of bargaining unit. 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.
18. "Permanent Vacancy" means an unencumbered budgeted position covered by the bargaining unit which may or may not be filled within the sole discretion of the Employer.
19. "Department shall mean that unit of County Government specifically designated as a department under the Erie County Charter and Erie County Administrative Code as amended from time to time.
20. "Department Head" shall mean the person so designated pursuant to Charter, Local Law, Administrative Rule or resolution of the County Legislature as the head of a Department or his designee(s) in his respective department, institutions, divisions, bureaus and/or other administrative units for the purpose of handling grievances.
21. "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.

ARTICLE III
MANAGEMENT RIGHTS

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

4.1 Checkoff of Union Dues and other Deductions:
(a) The County 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.

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.

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 County 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 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 County safe and harmless because of said deduction.

4.7 If, through inadvertence or error, the County fails or neglects to make a deduction which is properly due and owing from a bargaining unit member paycheck, such deduction shall be made from the next paycheck of the bargaining unit member and submitted to the collective bargaining representative. The County shall not be liable to the collective bargaining representative, bargaining unit member or any party by reason of the requirements of this article, 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 address 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 and 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 V
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 VI
BULLETIN BOARDS

6.1 The County 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 VII
UNION ACTIVITIES ON EMPLOYER'S TIME & 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:
a) Post Union notices.
b) Distribute Union Literature.
c) Transmit communication authorized by the local Union or its officers to the Employer or his representatives.
d) 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 up to twelve (12) members of the local Union contract negotiating team to participate in contract negotiations.

ARTICLE VIII
TIME OFF FOR UNION BUSINESS

8.1 The County 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, 1980an aggregate of 85 working days.
8.2 An employee elected to office of the 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 term of office to engage in Union business.
8.3 The duly elected secretary treasurer of the local Union shall be granted up to eight hours paid release time during each pay period.

ARTICLE IX
HOURS OF WORK

9.1 The Normal working hours for full-time employees shall be eight (8) hours per day, 40 hours per week. The establishment of working hours shall be within the discretion of the head of the department, provided that work week shall not exceed forty (40) hours for any employee.
9.2 (a) Summer Hours. During the period of July 1 to the second Monday in September, the normal working hours for full time employees shall be one-half hour less.

(b) We encourage all supervisors to have their employees take summer hours on a daily basis. If the supervisor deems it necessary for personnel to deviate from this policy to maintain continuous operations, a justification for this deviation must be submitted in writing to the department head including the procedure in handling the employee's time due and reason for this deviation. Under no circumstances shall an employee who is normally eligible for summer hours pursuant to this section be paid for said accumulation in other than compensatory time.
(c) For those employees who are unable to adhere to the rules set forth in the above paragraph, it is understood that summer hours be granted only after they are accrued and taken in increments of not less than one day. The summer hours accrued are to be used as soon as possible but not later than December 31 of each year of the contract, it being understood that any paid leave will be considered time worked.
9.3 (a) In the event the Employer deems necessary any change in the work week or shift assignment, the employee 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.
(b) The county 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.
9.4 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.
9.5 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.
9.6 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.
9.7 Employees shall be granted a ten (10) minute personal clean-up period prior to the end of each work shift.
9.8 The work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday, inclusive, except in continuous operations.
9.9 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.
9.10 Any employee who is regularly scheduled to report for work and who presents himself for work as scheduled shall be assigned work.
9.11 If work is not available, and the employee is excused from duty, he shall be paid at his regular rate for four (4) hours work.
9.12 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.
9.13 The lunch period provided for employees in the bargaining unit will remain the same except in positions where the employee receives a one-half hour lunch period or is required to remain on duty during the lunch period. Such employees shall be paid the

sum of $275.00 within 30 calendar days following the anniversary date or he shall be credited with three (3) compensatory days on the employee's anniversary date, provided the employee shall have worked more than a nine (9) month cumulative period in employee's prior anniversary year during which period the employee regularly received a one-half hour lunch period or was required to remain on duty during the lunch period. Such employees must notify their department head or his designee in writing no later than September 1, 1988 for 1989. Thereafter, if any such employee wishes to change their option they must notify their department head or his designee, in writing, no later than September 1st to be effective in the next calendar year.

9.14 The three (3) compensatory days as mentioned in paragraph 9.13 (above) are not cumulative from year to year and any unused compensatory days shall be added to employees accumulated sick leave bank at the end of the employee's anniversary year. This addition does not extend the permissible accumulative sick leave beyond the maximum allowed under this Agreement.

9.15 Effective January 1, 1996

ECMC and Erie County Home, all new hires at these facilities after 12/31/95 shall have one-half hour paid lunch and no summer hours. This also means there will be no "meal days", "summer" days etc. paid in either cash or compensatory time. In keeping with the established practice in the County, this term applies only to those employees who are not on the payroll prior to January 1, 1996 and would not include part-time 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, the term does not apply to an employee who might come into a blue collar position from another bargaining unit.

ARTICLE X
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 Years Day
2. Martin Luther King, Jr. Day
3. Patriot's Day
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Election Day
10. Veterans Day
11. Thanksgiving Day
12. Christmas

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

(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 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 hours.

(c) Every effort will be made to distribute the taking of holidays on a 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 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 leave 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 10.1a 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 their vacation at the 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	Rate Per Pay Period	Rate Per Year
From date of employment through completion of two (2) years service.	3.08 hours	10 days
From second year anniversary date thru completion of ten (10) years service.	4.62 hours	15 days

From tenth year anniversary date thru completion of seventeen (17) years service	6.16 hours	20 days
From seventeenth year anniversary date thru completion of 25th year of service.	7.70 hours	25 days
From the 25th year anniversary date thru successive years of service	9.23 hours	30 days

Effective January 1, 1997
Vacation

Length of Service	Rate Per Pay Period	Rate Per Year
From date of employment through completion of two years service	-3.08 hours	10 days
From 2nd year anniversary through completion of nine years service	4.62 hours	15 days
From 9th year anniversary through completion of sixteen years service	6.16 hours	20 days
From 16th year anniversary through completion of twenty-five years service	7.70 hours	25 days
From 25th year anniversary through successive years of service	9.23 hours	30 days

(c) County 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 hour.
(d) With approval by the department head or immediate supervisor, an employee may take vacation days as they are accumulated in accordance with section 2 of this article.
(e) 1. Vacation credits may be accumulated up to twenty (20) vacation days in the employee's vacation bank on the employee's anniversary date of employment.2. If however, the employee is unable to use his/her vacation time due to County or departmental policy restrictions regarding the use of vacation time, the employee will be granted an additional thirty (30) days time to use such vacation time which exceeds the accumulation limit of twenty (20) vacation days.

(f) Vacation pay shall be the regular straight time rate of pay in effect for the employee at the time he takes his vacation.
(g) If a holiday occurs during an employee's vacation, the holiday will not be charged against vacation credits. 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.
(h) If an employee is promoted or transferred to another County department, vacation credits will be transferred.
(i) employee who resigns, is discharged for cause, or is laid off prior to taking his vacation, shall be compensated for accumulated vacation credits. The employee's estate will receive compensation for the unused vacation in case of the death of an employee.
(j) The period of leave without pay between the resignation and reinstatement shall not be counted in determining vacation credits per year or rate per month.

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 4.62 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 hours.
(b) Reasons for Granting Sick Leave

Sick leave with pay shall be granted by the county to an employee, when incapacitated or unable to perform the duties of his 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 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 4.62 hours per pay period 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. It should be noted that this is comparable to the previous earning rate of one and one-quarter working days per month/fifteen (15) days per year, and has been converted to a pay period basis to facilitate accounting and payroll procedures while at the same time enabling employees to be advised of their current sick leave balances on a continuing, regular basis.
2. Charges against sick leave credits due to employee usage shall be comparable to past procedures; i.e., where a full day was charged in the past, this will now be an eight (8) hour charge against the employee's sick leave balance, where a half day was charged in the past, four (4) hours will be charged against the employee's sick leave balance. It is agreed and understood, except where otherwise specifically provided in this Article,

charges against sick leave may not be made in units of less than one hour. Request for use of sick leave shall be submitted on the prescribed County form.

If after reporting to work an employee goes home sick, he/she will be allowed to use sick leave in one hour increments.

(d) Extended Sick Leave

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

Ten (10) continuous years of service
- three (3) months

Fifteen continuous years of service
- five (5) months

in addition to the sick leave accumulated by such employee

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

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

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

5. No extended sick leave shall be granted to any employee unless and until said employee provides the County with a written prognosis from his or her Doctor stating that the employee will be able to return to work after the period of the leave. Furthermore, the County has the right to check further into any such leave request.

(e) Reporting Time

1. In institutions and in positions requiring replacement in case of absence shall be at least one (1) hour before the start of the employees assigned shift.

In all other situations, the time for reporting absence shall be at least twenty (20) minutes before the start of the employee's assigned hours of work.

The employee shall report such absence to his supervisor designated by his department head for such purposes.

In case of failure to report within the stated time limits, unless for reasons satisfactory to the employee's department head or his designee, the absence shall not be deductible from sick leave and shall be considered as time off without pay.

2. 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.

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

4. 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.

5. 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 County 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 his designee before such absence may be charged against the employee's accumulated sick leave balance. The Union will work cooperatively with the County 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 County 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 his working hours, as shall be determined by the employee's department head or his designee upon sufficient proof by the employee, time off for medical or dental visits may be granted by the employee's department head or his designee. Such absence may be deducted from accumulated sick leave in units of not less than one hour.

2. An employee will also be able to utilize sick leave units of not less than one hour if it is necessary for said employee to accompany a member of his 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 person during the course and in the discharge of his job responsibilities and duties for the County resulting in an injury for which the New York State Worker's Compensation Board has allowed benefits as an occupational injury, such employee shall receive up to the first month of such absence with full pay and benefits, without use of any sick leave credits.

Thereafter he shall have all accrued sick leave credits necessarily used, during such absence restored upon his return to duty.

(j) Workers' Compensation

1. Restoration of sick leave used in lieu of Workers' Compensation Benefits.

After an employee injured on his 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 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.

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

3. Any employee absent from work due to a compensable injury certified by the New York State Workers' 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 County will extend health insurance benefits for a maximum of twelve (12) months, provided the employee continues to be certified as disabled by the NYS Workers' Compensation Board.

4. 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.

5. 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 him/her 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 without cost to the retiree only to the extent and under the schedule listed below.

The number of accumulated sick days in the retirees bank on the date of retirement shall be divided by 30 and the resulting whole number (excluding fractions) shall indicate the number of months for which the County will continue the retirees insurance at no cost to the employee. Example - 195 sick days at retirement divided by 30 = 6.5 which would make the employee eligible to receive full paid health insurance for a six month period after the retirement date.

In the event a retired employee expires, such employees spouse, may if they so desire, continue the health insurance coverage. However, the entire premium shall be paid by the surviving spouse at the group rate.

(l) Effective January 1, 1993, employees who retire with ten years or more of County service shall be eligible for the following:

1. Employees who have a minimum of 100 days of accumulated sick leave on their record on the day of retirement shall have the premium for the retirees health insurance paid at 100% for six months at which time the current practice of one-half premium payment will continue.

2. Employees who have a minimum of 150 days of accumulated sick leave on their record on the day of retirement shall have the premiums for the retirees health insurance paid

at 100% for 12 months at which time the current practice of one-half premium payment will continue.

3. Employees who have a minimum of 215 days of accumulated sick leave on their record on the day of retirement shall receive on the payday following the day of retirement a cash bonus payment of $3,500. The employee may, upon written notification 30 days prior to retirement, elect to have the County pay the one-half share of the premium for the retirees health insurance until the $3,500 is exhausted, at which time the current practice of one-half premium payment will continue.

4. **Sick Leave Payout - Effective January 1, 2000**: Five Thousand ($5000) dollars cash or health insurance coverage for 1800 hours. Three thousand ($3000) dollars cash or health insurance coverage for 1200 hours. Two thousand ($2000) dollars cash or health insurance coverage for 800 hours.

5. **Effective January 1, 2001**: A three hundred ($300) dollar bonus for anyone who has the maximum of 1800 hours of accumulated sick leave. Also, an additional bonus of two hundred (200) dollars in any year in which the maximum is maintained and five (5) or less sick days used.

6. **Retiree Health Insurance - Effective January 1, 2000**

Employers contribution toward Health care are as follows:

20 years (10 in County service) - $20 per month in addition to 50%
25 years (15 in County service) - $30 per month in addition to 50%
30 years (20 in County service) - $40 per month in addition to 50%

(m) "Once an individual has given his or her two week notice of an intent to resign or notice of an intention to retire, any sick leave utilization must be accompanied by a Doctor's slip. Failure to present such a slip shall result in dockage for the days or days absent".

10.4 Personal Leave

Full time permanent employees including provisional personnel will become eligible for and receive (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.

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.

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 hour increments.

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, children, grandparent, grandchildren, parent-in-law, son-in-law, brother-in-law, sister-in-law, daughter-in-law, stepchildren 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 five (5) consecutive calendar days from and including the date of death. However, if the death occurs after the employee reports to work, that day will not be counted as one of the five (5) consecutive calendar days and upon giving appropriate notice, such employee will be allowed to leave for the remainder of the shift without loss of pay.

An employee who has a death of a stepparent or a foster child shall be allowed one (1) day off with pay to attend the funeral.

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 County 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 other 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 or 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 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 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.

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 County service.

ARTICLE XI
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 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 within 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:

1. the date that the employee is no longer able to carry out all normal assigned duties.
2. the expected date of confinement, and
3. the date the employee may return to duty shall accompany the request whether it 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 his designee may grant extensions of any leave of absence without pay in accordance with this section.

11.3 Leave without pay because of extended illness

(a) When an employee has exhausted all of his sick leave credits, and is still incapacitated and unable to perform the duties of his 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 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 of 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 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 extend beyond a period of four (4) years, nor beyond the period for which the veteran shall be eligible to continue the education or training or vocational rehabilitation. It shall terminate at any time that the veteran ceases actual attendance at the classes or courses required by the education, training or rehabilitation program. A veteran who has been on such leave of absence shall be reinstated to his position, provided he makes application for such reinstatement within 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 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 County Service Leave of absence shall not be granted to an employee to accept employment outside the County service, except an employee elected or selected by the Union to perform Union work

which takes the employee away from his employment with the County. Such employee, upon the written request by him and the Union, submitted 20 days prior to the commencement of the leave, may be granted a leave not to exceed three months, without pay, by his 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 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. Requests for such leave and the recommendation of the Department Head, shall be submitted to the Commissioner of Personnel, and the granting of such leave shall be subject to the approval of the Commissioner of Personnel.

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 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 year, but may be renewed. Employees will not accumulate seniority if elected or appointed to a
non-county position.

11.11 Adoption Leave

In case of legal adoption under Article 7 of the Domestic Relations Law, leave shall be granted where the adoptive child is required to reside with the adoptive parents for at least six (6) months prior to an order for adoption being made. In such cases, leave shall be granted for six (6) months commencing from the date the adoptive child begins actual residence with the adoptive parents. 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 XII
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 period 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 XIII

RETIREMENT PLAN

13.1 The County has adopted the retirement plan in January of 1971 known as "The Career Retirement Plan" providing for 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 times the maximum salary or $20,000.00 whichever is the lesser;
(f) "New Improved Career Retirement Plan", Section 75-1 of the New York State Retirement Law.

ARTICLE XIV
HEALTH INSURANCE

14. Effective March 20, 1998, the Employer shall provide and pay the full cost of the five (5) lowest cost health insurance plans for family and single coverage respectfully.

The following represents a list of the present five (5) lowest cost health plans available to employees:

	Maximum Prescription Co-Pay
Independent Health - Gold	$5.00
Independent Health - (2)	$5.00
Health Care Plan - Premium Choice	$5.00
Community Blue - (1)	$5.00
Labor Health	$1.00

In addition both the GHI Comprehensive Benefits Plan and the Blue Cross/Blue Shield Select Care 90/91 for family and single coverage respectively will also be offered. The maximum prescription co-pay for GHI and Blue Cross/Blue Shield is also $5.00.
The Employer contribution toward the cost of these two (2) plans will be determined by the composite cost of the lowest five (5) plans. If the employee chooses one of these two plans, he or she will pay the difference between the composite rate and the actual monthly rate of the plan in addition to the 10% that may apply depending upon the employee.

Effective January 1, 1996:

All employees hired after December 31, 1995 will contribute 10% to the County's cost toward Health Insurance.

The plan selection will take place during the open period in January of each year and become effective March 1 of each year.

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

14.2 DENTAL

The Employer will pay 90% of the cost of GHI Preferred Dental Plan including orthodontia - 100% and prosthetics - 100% for family. The cost of the single dental insurance premium will be paid in full by the Employer.

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

Changes in County Health Insurance Waiver Program

1. No Risk Feature - County employees no longer have to wait for the annual open enrollment period to re-enter in the County paid coverage. With written notification, employees can be re-admitted in the following month.

2. Increased Payments Effective January 1, 1996 employees waiving family coverage will receive $100.00 per month (46.15 per pay period).

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

Questions and Answers About Waiver Program

Q. WHO IS ELIGIBLE?
A. Any County employee who is eligible for County paid health and dental insurance is eligible to waive these benefits.

Q. WHAT IS THE WAIVER PROCEDURE?

A. 1. To waive such benefits, an employee must complete WAIVER OF BENEFITS form EBW1 (Rev.3/88), a HEALTH INSURANCE BENEFITS form B-1 (Rev. 12/87) and submit them to their Departmental Health Insurance Representative.
(Forms are available from the Departmental Representative)

2. The Departmental Health Insurance Representative must complete the historical data section of the Waiver form, the "office use only" block of the EB-1 form, and forward the completed documents to the Personnel Department.

Q. CAN A WAIVER OF BENEFITS BE WITHDRAWN?

A. A waiver of benefits can be withdrawn at any time during a calendar year with appropriate written notice.
Completion of a new EB-1 form, and completion of a new application for Group Health Insurance is required.

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

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

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

A. An employee who waives family coverage will receive $100.00 per month. An employee who waives single coverage will receive $67.00 per month. The only exception: a temporary Blur Collar unit employee for whom the County pays one-half of single coverage, will receive $25.00 per month under waiver. Payments will be made bi-weekly.

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

A. Yes, an eligible employee may now elect to subscribe for or to continue dental insurance by having the total dental premium deducted from his or her paycheck, and still collect the monthly cash allowance under the waiver.

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

A. These payments are treated as ordinary income and subject to withholdings for FICA, federal and state income tax. Such payments are not considered part of your salary or wages by the New York State Retirement System.
Therefore, no contributions are made to the Retirement System on these payments either by the employer or by the individual employee.
Employees utilizing this option shall sign a waiver form which shall include a clear acceptance of the responsibility of such withdrawal by the employee and shall also include a release of liability for both the County and the Union from any claims arising from such withdrawal.

Health Insurance Waiver
Local 1095
No County Provided Health Insurance for You
or Your Family Members will be Continued under
the Effective Terms of This Waiver

I hereby for myself, my heirs, executors and administrators, waive my rights to County-provided health insurance coverage pursuant to the Collective Bargaining Agreement between the County of Erie and AFSCME Council 66, Local 1095, AFL-CIO. I understand the RISK inherent to electing the Health Insurance Waiver Option and assume any and all responsibility for said RISK to myself, my heirs, executors and administrators.

I release any and all rights and claims I may have against the county of Erie and/or AFSCME Council 66, Local 1095, AFL-CIO and their respective representatives as a result of my waiver of health insurance coverage to which I was previously entitled.

I have read the above waiver and upon my reading, fully understand the content.

Employee_____ Date_____

LOCAL 1095 President_____ Date_____
Erie County Commissioner
of Personnel_____ Date_____
"For the purposes of this paragraph (14.3) and medical (14.1), dental (14.2) shall be referred to as Health Insurance.

ARTICLE XV
WAGES

15.1 New Appointments

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

(b) Upon completion of a probationary period of 26 weeks of work, the employee shall be moved to the first step of the applicable class as appearing in the classification, salary and wage schedule set forth in the appropriate appendix/table of this agreement.

(c) For the purpose of computing an employee's eligibility to move to step 2, employees shall be credited with time worked at both the probationary rate and at the step one rate. It is agreed and understood that payment throughout the incremental system will comply with Article 15.7.

15.2 Promotions

(a) An employee, promoted to a position in a higher job group, shall receive a salary at the increment step in the range for the higher position which is nearest, but not less than: $150.00 for promotions to JG II, III, IV, V, $200.00 for promotions to JG, VI, VII, VII, IX, X, XI, XII, XIII, and higher above the salary paid to the employee at the time of the promotion.

(b) For hourly employees not associated with a particular job group, the following will apply. Promotions to the below listed positions will utilize the $150 rule when computing the increment step at which the employee will be appointed.

$150

Watch Attendant - Highway
Park Maintenance Worker I
Laborer - Forestry
Laborer - Highway

(c) For the below listed titles, promotions will be made at the increment step which is closest to but not less than $200.

$200

Park Maintenance Worker II
Motor Equipment Operator
Park Maintenance Worker III
Shovel Operator
Blacksmith
Crew Chief (Highway, Forestry)
Auto Mechanic (Highway, Parks)
General Crew Chief (Highway, Parks)

(d) An employee who is promoted after reaching step 5 or longevity step 1, 2, 3, 4 or 5 of any salary group shall be promoted to the new salary grade in the same step such employee was in at the time of promotion.

15.3 Demotions

(a) 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 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 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 would have reached had he continued to serve continuously in that position.

15.5 Reallocation

(a) 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 County employees covered by this Agreement shall be either January 1, or July 1, providing they have the required period of actual service. 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 subsequent increments on a yearly basis from that January 1, or July 1, as the case may be. In cases of reinstatement eligibility for an increment must total a year of actual service.

(b) All employees shall be eligible for and granted automatically increment steps numbers two (2) and three. All employees shall be eligible for and granted increments step numbers four (4) and five (5) 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 non scheduled work day, the increment period will include these days.

(d) Because of payroll procedures that enable the County 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 credit is the first day of the respective pay period during which January 1st, or July 1st, falls.

(e) Leaves without pay over three 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 return to his 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 return to his

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 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 Absences

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

15.10 Exclusions

(a) 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 County 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, 2000
Employees who work the second and third shift shall be paid a shift differential of .85 cents per hour.

15.13 Wage Schedule

(a) Effective January 1, 2000 employees in this unit shall receive an across the board increase based on 2.75% of the 1999 rate.

(b) Effective January 1, 2001 employees in this unit shall receive an across the board increase based on 3.25% 0f the 2000 base rate.

(c) Effective January 1, 2002 employees in this unit shall receive an across the board increase based on 3% 0f the 2001 base rate.

(d) Effective January 1, 2003 employees in this unit shall receive an across the board increase based on 3% of the 2002 base rate.

(e) The hourly rates effective in this Agreement are reflected in the attached wage schedules.

15.14 Longevity Pay

(1) The current policy covering the payment of a one-half longevity increment to an employee with a total of nine (9) years of continuous service and five (5) years at the maximum job group will be continued.
(2) All employees receiving the first one-half longevity increment for a period of four (4) continuous years in the same step will receive a second one-half increment.
(3) Again, on the completion of another four (4) continuous years of service, in the same step, the employee will receive a third one-half increment.
(4) Again, on the completion of another four (4) continuous years of service, in the same step, the employee will receive a fourth one-half increment.
(5) 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 days.
(6) Because of payroll procedures that enable the County 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.

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

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

ARTICLE XVI
OVERTIME WORK

16.1 Overtime work shall be distributed equally to employees working within the same job classification within a department or unit subdivision. The distribution of overtime shall be equalized over each three (3) month period beginning on the first day of the calendar month following the effective date of this Agreement.
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 credit at that time. If this employee does not accept the assignment, the employee with the next fewest number of overtime hours to his 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. It is agreed and understood, however, that in the event of an emergency or upon exhaustion of such 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 on-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 regular full day shall be granted one-half hour off for the purpose of eating. A similar one-half hour shall be granted preceding each subsequent four (4) hour period of overtime to be worked. Such one-half hour 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.

(a) Compensatory time earned may be taken only upon the prior approval of the employee's Department Head or his designee, but in no event later than 120 days after it is earned unless otherwise mutually agreed to by the employee and his department head or designee. However, the period within which any unused compensatory time accumulated prior to the signing of this Agreement shall commence upon such signing and extend for 360 calendar days unless mutually extended by the employee and his department head or his designee.

(b) If any employee without his consent and after making reasonable requests as determined by the needs of his department, is not permitted to use the compensatory time during the period provided, then upon the expiration of such period the employee shall be paid in lieu of all time earned due to overtime work at the employees straight time hourly rate.

16.9 Effective January 1, 1991, employees who work overtime more than four 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 XVII
JOB POSTING

17.1 All permanent vacancies, after the exercise by the County of its right to reassign employees throughout the County which will not be made in an arbitrary and capricious manner, shall be posted at least 10 days prior to filling of such position in all functional units of the County.

In the event the County elects to exercise its right to reassign a County 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 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.

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.

(b) The exercise of any change in job and work location rights as provided for in Article XX of this Agreement provided that the employee has greater County seniority than any employee with County recall rights, as provided for in Article XIX, and promotional rights as provided for in Article XVIII. Employees must meet the requirements and qualifications of Article 18.2 of this Agreement to be eligible for filling vacancies according to this paragraph 17.2 (b).

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 County 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 XVIII
PROMOTIONS

18.1 Whenever an opportunity for promotion (advancement of a 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 XX of this Agreement, the County shall use the following procedure:

(a) Competitive Class Positions - The County shall promote to competitive class positions pursuant to New York Civil Service Law, as amended from time to time.

All exam announcements shall be posted pursuant to law with copies given to the President of the 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 County department in which such vacancy exists for at least 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:

(a) Job Title
(b) Rate of Pay (Job Grade)
(c) Description of Duties
(d) Work location and current work schedule
(e) Minimum qualifications listed in the general job

description for the vacant job title as established by the
Erie County Personnel Office.
(f) Specific skills, knowledge and abilities required for that particular vacant position which are not inconsistent with the general job description referred to in (e) 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 County, which shall not be exercised in an arbitrary or capricious manner, as measured against the following considerations:
(a) Has the physical qualifications to do the work;
(b) 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;
(c) 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 County may fill such position within its sole discretion from any other source.

ARTICLE XIX
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 County 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 shall be permitted to replace an employee with less seniority. Such employee may, if he so desires, bump any employee in the same class title providing the bumping employee has greater seniority than the employee he bumps.
19.5 Layoff Procedure
(a) 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. (a) 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
(b) If such employee is unable to so bump, he shall be allowed to bump, provided he meets or exceeds the county 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 III. If such employee is unable to bump a less senior employee in Job Group III, the above process shall be repeated for Job Group II and then Job Group I
(c) If this fails to produce a bumping opportunity for the laid off employee, he shall be permitted to bump a less senior regular part-time (RPT) employee in Group I providing he meets or exceeds County job specifications for the position and is specifically qualified to perform the duties or said position.
4.(a) In the event an employee bumps another employee, the latter (bumpee) shall have the right to bump down within his job family within his department or institution providing he meets or exceeds County job specifications for the position and is specifically qualified to perform the duties of said position, and seniority permitting.
(b) If unable to so bump he shall be allowed to bump, provided he meets or exceeds County 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 III. If such employee is unable to bump a less senior employee in Job Group III, the above process shall be repeated for Job Groups II and I respectively.
(c) If this process fails to produce a bumping opportunity for such employee, he shall be permitted provided he 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 I.
(d) The employee bumped as provided for in this paragraph will be laid off.
(e) The County 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 County will be liable only from the date a grievance is filed.

(f) 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.
(g) Employees in competitive classifications can bump employees in non-competitive classifications. In no event, however, can employees 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 XVII, 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 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 XX
CHANGE IN JOB
AND WORK LOCATION

20.1 After one year of continuous service in the same position at the same work location, an employee may make an application in writing, to be submitted during the month of January (on specified forms if provided) to the employee's department head or his designee requesting a change in an equal or lower paying job at another work location within the same department or to another department. 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. Employees who so apply will remain on the list until a successor agreement is ratified by the Union and the Legislature.

The application submitted shall specify the specific job and work location desires, subject, to the following order, to management right of reassignment and 17.2(a) and 17.2(b) of this Agreement. If a permanent vacancy occurs during the succeeding year (March 1 through February 28) or succeeding half year (September 1 through February 28) in the employee's requested job and work location, such employee shall be appointed to said permanent vacancy if he meets or exceeds County job specifications for the position and is specifically qualified to perform the duties of said vacant position, and is the most senior employee to have applied for that position, each employee to have applied for that position, each employee shall be appointed to said permanent position, if the County determines to fill the position and maintain it at the work location. Once an employee's job and/or work location has been changed pursuant to the procedure herein, he may not utilize this process again for at least one year from the date of his change.

ARTICLE XXI
SHIFT PREFERENCE

21.1 After one 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 his designee requesting a change to another shift within the same recognized division of his 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 County determines to fill the position and maintain it on that shift.If two or more employees have so requested the same shift,the one with the greatest seniority shall be given preference. Once an employee's shift has been changed pursuant to this procedure herein, he may not utilize this process again for at least one year from the date of his 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 County 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 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 XXII
GRIEVANCES AND ARBITRATION

22.1 General

1. It is the intent of this article to promote and provide a mutually satisfactory procedure for the settlement of grievances of employees arising out of the meaning, application or interpretation of this Agreement and any County rule or regulation as amended from time to time other than the Rules for the Classified Civil Service of the County of Erie.
2. 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.
3. 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

1. "Grievance" shall mean any claimed violation, interpretation or inequitable application of this Agreement and any County rule or regulation as amended from time to time other than the Rules for the Classified Civil Service of the County of Erie. This term shall not include any matter which is otherwise reviewable pursuant to law, or any law, or any rule or regulation having the force and effect of law.
2. "Day" refers to calendar day and not work day.
3. "Work Day" shall mean all days other than Saturdays, Sundays and legal holidays. Saturdays, Sundays and legal holidays shall be excluded in computing the number of legal days in which action must be taken in any stage of the grievance procedure.

22.3 Rights of the Parties

1. The parties shall exchange any written statements or records used at the second step meeting provided for in this Article at the time of such meeting. Each party shall have access to written statements or records which are presented as evidence by other party at an arbitration hearing at least five (5) working days in advance of such hearing.
2. The President of Local 1095 shall receive a copy of any written grievance and any decision rendered in the grievance procedure.
3. The County, Union and/or grievant shall have the right to submit briefs to support o refute allegations of any party.
4. The Union may have an observer at the arbitration hearing, even though not a part thereof, and shall be granted reasonable notice of the date, time and place of the hearing.
5. The time limits set forth in this article are of the essence. They may, however, be extended by mutual agreement of the parties. The failure of the grievant to proceed within the time limit set forth shall terminate the grievance at that step. The failure of the county to answer within the time limit set forth will entitle the grievant to proceed to the next step of the grievance procedure, upon the notice to the County.
6. The grievant covered by the terms of this Agreement shall have the rights, if he 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

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 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 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 his 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. Effective January 1, 1996 (ECMC only)

Step 1 A If the employee or the Union is not satisfied with the disposition of the grievance at the proceeding step the authorized Union representative will meet with the representative of Human Resources in an effort to settle the matter. The same time limits are set forth in Step 1 of this procedure apply to this step. Step 2. If the employee or the Union is not satisfied with the disposition of the grievance at the preceding step, it is agreed: (a) 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; (b) 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; (c) 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; (d) 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 agenda; (e) 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; (f) 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

1. If the Union Committee in Step 2 of the grievance procedure is not satisfied with the disposition of the grievance rendered by the County Labor Relations Committee, such decision may be appealed to arbitration within ten (10) days of disposition.
2. **(a)** The arbitrator may be selected from a panel of permanent arbitrators mutually agreed to by the parties.
(b) The permanent panel will consist of a minimum of ten arbitrators.
(c) 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.
(d) 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.
(e) If the deletion of a particular arbitrator would reduce the permanent panel below the minimum number of ten, every effort will be made to replace the departing arbitrator within ten (10) calendar days.
(f) New arbitrators will only be added to the existing panel upon the written consent of both parties.
3. In the event the parties fail to mutually agree upon an arbitrator, either party will have the right to request a list of the names of five (5) arbitrators from the New York State Public Employment Relations Board. Upon the receipt of such list, each party will strike

two (2) names from the list and the remaining name will be the arbitrator to be designated to hear the grievance.

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

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

6. The decision of the arbitrator shall be final and binding on both parties.

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

8. 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 XXIII
DISCIPLINE AND DISCHARGE

23.1 The County shall follow a policy of progressive discipline; however, this progressiveness shall not preclude the County from advancing discipline and disciplinary penalties. If the County has any reason to reprimand an employee, it shall be done in a manner that will not unduly embarrass the employee before other employees or the public. The following procedures shall be 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 XXII (Grievance Procedure) of this Agreement.

23.3 Suspension and/or Discharge

A. County Responsibilities

1. If the County 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 County 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 County 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 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 County 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 employees 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.

ARTICLE XXIV
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 nor more than twenty-six 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 nor more than twenty-six weeks.

(c) The probationer's supervisor shall carefully observe his conduct and performance and shall report thereon in writing to the proper appointing authority. The supervisor shall also, from time to time during the probationary term, advise the probationer as to his status and progress. If the conduct, capacity and fitness of the probationer are

satisfactory, he 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 week's written notice that his service in the position will terminate at the end of the probationary term. Upon request, the probationer shall be granted an interview with the appointing officer or his designee.

ARTICLE XXV
GENERAL PROVISIONS

25.1 Pledge Against Discrimination and Coercion:

(a) The provisions of this Agreement shall be applied equality 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 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 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 may desire. Each document shall be initialed by the employee before being placed in his 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 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 County business are reflected in the Rules and Regulations issued by and on file in the Budget Office of the County of Erie as amended By the Budget Office from time to time.

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 County 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 employees from the bargaining unit and three from the County 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 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 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 County 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 as 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 - County 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 County will continue full premium payment 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 XVII. 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 XXIV.

(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.

25.16 Leave Credits at Retirement Employees who notify the County 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.

25.17 Job Assignments

The County 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 Nurses 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 10 month School Base Program, shall receive the following:

1. Health Insurance coverage shall be provided for by the County as if they were 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.

2. Seniority for transfer purposes only shall be credited to any such Public Health Aide and Nurses Aide as if they had been employed on a continuous basis for 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 10 month work scheduled 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.

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

ARTICLE XXVI
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 XXVII
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.

ARTICLE XXVIII
EFFECTIVE DATE AND TERMINATION

Unless otherwise specified, the provisions of this Agreement shall become effective as of January 1, 2000 and shall continue in full force and effect until midnight December 31, 2003.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this day of / 2 - / 1999.

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

FRANK DISTEFANO
Area Representative Council 66

JOHN M. ORLANDO
President, AFSCME, Local 1095

James Conrad
Joe Gredzicki
Sherry Carney
Marie Brown
Kevin Kind
Jim Hart
William Kemp
Albert Poppenberg
Dan Fliss
Kenneth Jennetti
Michael Hodge
Gloria Hogan
Jeffery Williams
Ronald Walker

THE COUNTY OF ERIE

DENNIS T. GORSKI
Erie County Executive

MICHAEL CONNORS
Director of Labor Relations

APPROVED AS TO FORM:
12/1/99
Assistant County Attorney
Erie County, New York

ATTACHMENT A
AFSCME BLUE COLLAR BARGAINING UNIT
JOB FAMILIES

I. Laborer	L II
Cook	NC V
Butcher	NC VI
Baker, RPT	NC Hourly
Baker	NC VII
II. Laborer	L III
Election Booth & Machine Maint. Worker	U IV
Maintenance Mechanic Helper	NC V
Maintenance Worker	NC V
Assistant Stationary Engineer	C V
Stationary Engineer	C VII
Building Maintenance Mechanic	NC VII
Building Maintenance Mechanic (HVAC)	NC VII
Building Maintenance Mechanic (Carpenter)	NC VII
Building Maintenance Mechanic (Electrician)	NC VII
Building Maintenance Mechanic Millwright/Machinest	NC VII
Building Maintenance Mechanic (Painter)	NC VII
Building Maintenance Mechanic (Pipefitter)	NC VII
Building Maintenance Mechanic (Plumber)	NC VII
Building Maintenance Mechanic (Refrigeration)	NC VII
Building Maintenance Mechanic (Sheet Metal)	NC VII
Building Maintenance Mechanic (Welder/Pipefitter)	NC VII
Building Maintenance Mechanic (Seasonal)	NC Hourly
EMS Equipment Mechanic	NC VII
Custom Cabinet Maker	NC VIII
Assistant Supervising Maintenance Mechanic	NC VIII
Assistant Supervising Maintenance Mechanic Buildings	NC VIII
Assistant Supervising Maintenance Mechanic Electric	NC VIII
Assistant Supervising Maintenance Mechanic HVAC	NC VIII
Assistant Supervising Maintenance Mechanic Plumbing	NC VIII
Assistant Supervising Maintenance Mechanic Transportation	NC VIII
Stationary Engineer (Hospital)	C VIII
Fire Alarm Mechanic	C VIII
Telephone Technician	C VIII

Assistant Maintenance Supervisor	NC X
Assistant Supervising Maintenance Mechanic Carpenter	NC VIII
III Rest Room Attendant	C I
Laborer (Botanical Garden)	C I
Park Maintenance Worker I	L Hourly
Park Maintenance Worker II	L Hourly
Park Maintenance Worker III	L Hourly
Automotive Mechanic - Parks	NC Hourly
Crew Chief Forestry	NC Hourly
General Crew Chief Parks	NC Hourly
Park Ranger RPT	NC Hourly
Park Ranger Captain	NC Hourly
Park Ranger Captain (RPT)	NC Hourly
Greenskeeper (Golf Course)	NC IX
IV. Laborer Highway	L Hourly
Blacksmith Highway	NC Hourly
Motor Equipment Operator	NC Hourly
Shovel Operator	NC Hourly
Crew Chief Highway	NC Hourly
Automotive Mechanic Highway	NC Hourly
General Crew Chief Highway	NC Hourly
Welder	PJC Hourly
V. Cleaner, RPT	L Hourly
Cleaner	L I
Head Cleaner	L II
Elevator Operator	L II
Laborer, RPT	L Hourly
Laborer	L III
Caretaker	L III
Janitor	C III
Housekeeper	NC IV
Head Laborer	NC IV
Head Janitor	C VI
Head Housekeeper	NC VIII
VI. Laborer	L III
Senior Watch Attendant	NC IV
Auto Mechanic Helper RPT	NC V
Auto Mechanic	NC VII
Supervising Auto Mechanic	NC VIII

VII Laborer	L III
Maintenance Worker	NC V
Sewerage Treatment Plant Operator Trainee	C V
Sewerage Treatment Plant Operator I	C VI
Sewer Maintènance Worker	NC VII
Sewer Treatment Plant Operator II	C VII
Sewerage Facilities Mechanic	NC VII
Assistant Supervising Maintenance Mechanic	NC VIII
Sewer Maintenance Foreman	NC VIII
Assistant Sewer District Supervisor	C VIII
Sewer Inspector	C IX
Senior Sewerage Treatment Plant Operator	C IX
Senior Sewerage Facilities Mechanic	NC IX
VIII Senior Page, RPT	L Hourly
Book Processor	L II
Book Repairer	NC IV
Book Letterer	NC IV
Book Binder	C VI
Book Repair Supervisor	C VI
IX.	
X. Copy Machine Attendant	C II
Offset Machine Operator	C III
Offset Machine Operator (Central Services)	NC III
Printshop Pre-Press Technician	C IV
Senior Offset Machine Operator	C V
Associate Offset machine Operator	C VII
Printer	NC VII
Assistant Printing Supervisor	C VII
XI. Laborer	L III
Rodent Control Worker	L IV
Exterminator	NC V
XII Community Mental Health Worker II	NC IV
Community Mental Health Worker III	NC V
XIII Animal Keeper	NC III
Grower	C V
Farmer	NC VII
Senior Farmer	NC VIII

XIV Labor	LIII
Gardener	NC V
Head Gardener	NC VII
XV Cleaner	L I
Laborer	L III
Hospital Housekeepiung Attendant	L III
Institutional Housekeeping Attendant	L III
Laundry Worker	L IV
Laundry Worker I	L IV
Senior Laundry Worker	NC VI
Head Laundry Worker I	NC VI
Head Laundry Worker II	NC VII
Principal laundry Worker	NC VII
XVI Seamstress	L II
XVII Attendant (Correctional Facility)	NC I
Watch Attendant, RPT	L III
Watch Attendant	L III
Building Guard	C IV
Building Guard, RPT	C IV
Chief Watch Attendant	NC V
Security Officer	C V
Security Officer (Spanish Speaking)	C V
Detention Attendant	
Child Care Recreation Specialist	C VI
Youth Detention Worker	C VI
Relief Worker RPT	VI
Child Care Worker	C VII
XVIII Laborer	L III
Messenger, RPT	L III
Messenger	L III
Re-Set	NC Hourly
Delivery Service Chauffeur	NC IV
Truck Driver, RPT	NC Hourly
Truck Driver	NC IV
Senior Messenger	L IV
Ambulance Chauffeur	NC VI
Mobile Library Driver	NC VI
XIX Nurses Aide	NC II
SPD Aide	NC III
SPD Aide RPT	L Hourly

Institutional Aide	L III
Hospital Aide	L III
Hospital Aide, RPT	L III
Dispatcher SPD	C IV
Senior SPD Aide	NC V
Recreation Assistant	NC V
Recreation Assistant, RPT	NC V
Recreation Attendant	L V
Patient Transport Monitor	C VI
Assistant SPD Supervisor	C VI
XX Health Assistant	L I
Community Service Aide, RPT	L Hourly
Homemaker	NC III
Home Health Aide	L III
Senior Homemaker	NC IV
Work Relief Supervisor	NC VI
XXI Public Health Aide RPT	L Hourly
CHAP Aide	L III
Public Health Aide	L I
Senior Public Health Aide	L III
XXII Pharmacy Aide	L III
Senior Pharmacy Aide	L IV
XXIII Laboratory Helper	L II
Dental Assistant	NC III
Senior Laboratory Helper	NC IV
Dark Room Technician	C IX
Biomedical Repair Technician	C IX
XXIV Hospital Appliance Repair Worker	NC VII
Control Technician Electric	C IX
Control Technician Pneumatic	C IX
XXV Laborer	L III
Stores Clerk	C III
XXVI Sign Shop Fabricator	NC Hourly
Sign Shop Chief	NC Hourly
XXVII Dispatcher	C IV
Transportation Assistant	C VI

ATTACHMENT B
EFFECTIVE JANUARY 1, 2000

	0	1	2	3	4	5	A	B	C	D	E
1	19964	21239	22036	22834	23633	24430	24829	25224	25621	26019	26416
	767.84	816.88	847.52	878.24	908.96	939.60	954.96	970.16	985.44	1000.72	1016.00
	9.598	10.211	10.594	10.978	11.362	11.745	11.937	12.127	12.318	12.509	12.700
2	20353	21651	22487	23313	24140	24960	25376	25800	26210	26626	27042
	782.80	832.72	864.88	896.64	928.48	960.00	976.00	992.32	1008.08	1024.08	1040.08
	9.785	10.409	10.811	11.208	11.606	12.000	12.200	12.404	12.601	12.801	13.001
3	21106	22449	23327	24201	25070	25952	26387	26836	27269	27708	28144
	811.76	863.44	897.20	930.80	964.24	998.16	1014.88	1032.16	1048.80	1065.68	1082.48
	10.147	10.793	11.215	11.635	12.053	12.477	12.686	12.902	13.110	13.321	13.531
4	22008	23412	24346	25268	26202	27142	27606	28063	28531	28993	29457
	846.48	900.48	936.40	971.84	1007.76	1043.92	1061.76	1079.36	1097.36	1115.12	1132.96
	10.581	11.256	11.705	12.148	12.597	13.049	13.272	13.492	13.717	13.939	14.162
5	23281	24771	25798	26807	27835	28854	29411	29973	30530	31084	31641
	895.44	952.72	992.24	1031.04	1070.56	1109.76	1131.20	1152.80	1174.24	1195.52	1216.96
	11.193	11.909	12.403	12.888	13.382	13.872	14.140	14.410	14.678	14.944	15.212
6	25010	26605	27818	29031	30233	31452	32163	32870	33565	34266	34969
	961.92	1023.28	1069.92	1116.56	1162.80	1209.68	1237.04	1264.24	1290.96	1317.92	1344.96
	12.024	12.791	13.374	13.957	14.535	15.121	15.463	15.803	16.137	16.474	16.812

ATTACHMENT B
EFFECTIVE JANUARY 1, 2000

	0	1	2	3	4	5	A	B	C	D	E
7	26840	28554	30046	31518	33003	34484	35291	36094	36897	37704	38511
	1032.32	1098.24	1155.60	1212.24	1269.36	1326.32	1357.36	1388.24	1419.12	1450.16	1481.20
	12.904	13.728	14.445	15.153	15.867	16.579	16.967	17.353	17.739	18.127	18.515
8	28825	30661	32396	34133	35855	37573	38468	39354	40244	41132	42026
	1108.64	1179.28	1246.00	1312.80	1379.04	1445.12	1479.52	1513.60	1547.84	1582.00	1616.40
	13.858	14.741	15.575	16.410	17.238	18.064	18.494	18.920	19.348	19.775	20.205
9	30965	32947	34892	36828	38765	40699	41667	42640	43599	44568	45537
	1190.96	1267.20	1342.00	1416.48	1490.96	1565.36	1602.56	1640.00	1676.88	1714.16	1751.44
	14.887	15.840	16.775	17.706	18.637	19.567	20.032	20.500	20.961	21.427	21.893
10	33243	35362	37484	39584	41698	43819	44876	45928	46989	48036	49090
	1278.56	1360.08	1441.68	1522.48	1603.76	1685.36	1726.00	1766.48	1807.28	1847.52	1888.08
	15.982	17.001	18.021	19.031	20.047	21.067	21.575	22.081	22.591	23.094	23.601
11	36741	39083	41361	43655	45935	48219	49363	50502	51646	52784	53926
	1413.12	1503.20	1590.80	1679.04	1766.72	1854.56	1898.56	1942.40	1986.40	2030.16	2074.08
	17.664	18.790	19.885	20.988	22.084	23.182	23.732	24.280	24.830	25.377	25.926
12	39381	41895	44423	46962	49479	52008	53283	54542	55806	57071	58338
	1514.64	1611.36	1708.56	1806.24	1903.04	2000.32	2049.36	2097.76	2146.40	2195.04	2243.76
	18.933	20.142	21.357	22.578	23.788	25.004	25.617	26.222	26.830	27.438	28.047

ATTACHMENT C
EFFECTIVE JANUARY 1, 2001

	0	1	2	3	4	5	A	B	C	D	E
1	20613	21929	22751	23577	24400	25224	25636	26044	26453	26865	27275
	792.80	843.44	875.04	906.80	938.48	970.16	986.00	1001.68	1017.44	1033.28	1049.04
	9.910	10.543	10.938	11.335	11.731	12.127	12.325	12.521	12.718	12.916	13.113
2	21014	22354	23217	24070	24925	25771	26202	26639	27063	27491	27922
	808.24	859.76	892.96	925.76	958.64	991.20	1007.76	1024.56	1040.88	1057.36	1073.92
	10.103	10.747	11.162	11.572	11.983	12.390	12.597	12.807	13.011	13.217	13.424
3	21792	23180	24084	24987	25886	26797	27244	27708	28155	28608	29060
	838.16	891.52	926.32	961.04	995.60	1030.64	1047.84	1065.68	1082.88	1100.32	1117.68
	10.477	11.144	11.579	12.013	12.445	12.883	13.098	13.321	13.536	13.754	13.971
4	22724	24174	25137	26089	27052	28024	28502	28974	29459	29935	30414
	874.00	929.76	966.80	1003.44	1040.48	1077.84	1096.24	1114.40	1133.04	1151.36	1169.76
	10.925	11.622	12.085	12.543	13.006	13.473	13.703	13.930	14.163	14.392	14.622
5	24039	25576	26636	27679	28739	29792	30368	30946	31522	32094	32668
	924.56	983.68	1024.48	1064.56	1105.36	1145.84	1168.00	1190.24	1212.40	1234.40	1256.48
	11.557	12.296	12.806	13.307	13.817	14.323	14.600	14.878	15.155	15.430	15.706
6	25823	27471	28723	29975	31215	32473	33209	33939	34655	35379	36105
	993.20	1056.56	1104.72	1152.88	1200.56	1248.96	1277.28	1305.36	1332.88	1360.72	1388.64
	12.415	13.207	13.809	14.411	15.007	15.612	15.966	16.317	16.661	17.009	17.358

ATTACHMENT C
EFFECTIVE JANUARY 1, 2001

	0	1	2	3	4	5	A	B	C	D	E
7	27712	29482	31021	32542	34077	35605	36437	37267	38097	38929	39763
	1065.84	1133.92	1193.12	1251.60	1310.64	1369.44	1401.44	1433.36	1465.28	1497.28	1529.36
	13.323	14.174	14.914	15.645	16.383	17.118	17.518	17.917	18.316	18.716	19.117
8	29761	31658	33448	35241	37020	38794	39718	40633	41552	42469	43393
	1144.64	1217.60	1286.48	1355.44	1423.84	1492.08	1527.60	1562.80	1598.16	1633.44	1668.96
	14.308	15.220	16.081	16.943	17.798	18.651	19.095	19.535	19.977	20.418	20.862
9	31972	34018	36026	38024	40025	42022	43021	44025	45015	46016	47018
	1229.68	1308.40	1385.60	1462.48	1539.44	1616.24	1654.64	1693.28	1731.36	1769.84	1808.40
	15.371	16.355	17.320	18.281	19.243	20.203	20.683	21.166	21.642	22.123	22.605
10	34322	36512	38703	40872	43054	45244	46334	47422	48516	49598	50685
	1320.08	1404.32	1488.56	1572.00	1655.92	1740.16	1782.08	1823.92	1866.00	1907.60	1949.44
	16.501	17.554	18.607	19.650	20.699	21.752	22.276	22.799	23.325	23.845	24.368
11	37935	40354	42704	45074	47428	49785	50966	52144	53325	54500	55680
	1459.04	1552.08	1642.48	1733.60	1824.16	1914.80	1960.24	2005.52	2050.96	2096.16	2141.52
	18.238	19.401	20.531	21.670	22.802	23.935	24.503	25.069	25.637	26.202	26.769
12	40660	43258	45866	48489	51087	53699	55016	56314	57620	58926	60235
	1563.84	1663.76	1764.08	1864.96	1964.88	2065.36	2116.00	2165.92	2216.16	2266.40	2316.72
	19.548	20.797	22.051	23.312	24.561	25.817	26.450	27.074	27.702	28.330	28.959

ATTACHMENT D
EFFECTIVE JANUARY 1, 2002

	0	1	2	3	4	5	A	B	C	D	E
1	21231	22587	23433	24284	25133	25981	26406	26826	27248	27670	28092
	816.56	868.72	901.28	934.00	966.64	999.28	1015.60	1031.76	1048.00	1064.24	1080.48
	10.207	10.859	11.266	11.675	12.083	12.491	12.695	12.897	13.100	13.303	13.506
2	21644	23024	23914	24792	25671	26545	26988	27437	27874	28317	28760
	832.48	885.52	919.76	953.52	987.36	1020.96	1038.00	1055.28	1072.08	1089.12	1106.16
	10.406	11.069	11.497	11.919	12.342	12.762	12.975	13.191	13.401	13.614	13.827
3	22445	23874	24806	25736	26661	27600	28061	28540	28999	29467	29931
	863.28	918.24	954.08	989.84	1025.44	1061.52	1079.28	1097.68	1115.36	1133.36	1151.20
	10.791	11.478	11.926	12.373	12.818	13.269	13.491	13.721	13.942	14.167	14.390
4	23406	24900	25892	26872	27864	28864	29357	29844	30343	30834	31327
	900.24	957.68	995.84	1033.52	1071.68	1110.16	1129.12	1147.84	1167.04	1185.92	1204.88
	11.253	11.971	12.448	12.919	13.396	13.877	14.114	14.348	14.588	14.824	15.061
5	24760	26343	27435	28508	29603	30686	31279	31874	32469	33057	33648
	952.32	1013.20	1055.20	1096.48	1138.56	1180.24	1203.04	1225.92	1248.80	1271.44	1294.16
	11.904	12.665	13.190	13.706	14.232	14.753	15.038	15.324	15.610	15.893	16.177
6	26597	28294	29584	30873	32151	33446	34206	34959	35695	36440	37188
	1022.96	1088.24	1137.84	1187.44	1236.56	1286.40	1315.60	1344.56	1372.88	1401.52	1430.32
	12.787	13.603	14.223	14.843	15.457	16.080	16.445	16.807	17.161	17.519	17.879

ATTACHMENT D
EFFECTIVE JANUARY 1, 2002

	0	1	2	3	4	5	A	B	C	D	E
7	28544	30366	31951	33517	35098	36675	37532	38386	39239	40096	40957
	1097.84	1167.92	1228.88	1289.12	1349.92	1410.56	1443.52	1476.40	1509.20	1542.16	1575.28
	13.723	14.599	15.361	16.114	16.874	17.632	18.044	18.455	18.865	19.277	19.691
8	30653	32608	34451	36298	38131	39959	40909	41852	42798	43744	44695
	1178.96	1254.16	1325.04	1396.08	1466.56	1536.88	1573.44	1609.68	1646.08	1682.48	1719.04
	14.737	15.677	16.563	17.451	18.332	19.211	19.668	20.121	20.576	21.031	21.488
9	32931	35040	37107	39164	41226	43283	44310	45346	46365	47397	48429
	1266.56	1347.68	1427.20	1506.32	1585.60	1664.72	1704.24	1744.08	1783.28	1822.96	1862.64
	15.832	16.846	17.840	18.829	19.820	20.809	21.303	21.801	22.291	22.787	23.283
10	35352	37608	39863	42099	44346	46602	47724	48845	49972	51085	52206
	1359.68	1446.48	1533.20	1619.20	1705.60	1792.40	1835.52	1878.64	1922.00	1964.80	2007.92
	16.996	18.081	19.165	20.240	21.320	22.405	22.944	23.483	24.025	24.560	25.099
11	39073	41565	43986	46426	48851	51278	52495	53708	54924	56135	57350
	1502.80	1598.64	1691.76	1785.60	1878.88	1972.24	2019.04	2065.68	2112.48	2159.04	2205.76
	18.785	19.983	21.147	22.320	23.486	24.653	25.238	25.821	26.406	26.988	27.572
12	41879	44556	47243	49943	52620	55311	56668	58003	59349	60694	62042
	1610.72	1713.68	1817.04	1920.88	2023.84	2127.36	2179.52	2230.88	2282.64	2334.40	2386.24
	20.134	21.421	22.713	24.011	25.298	26.592	27.244	27.886	28.533	29.180	29.828

ATTACHMENT E
EFFECTIVE JANUARY 1, 2003

	0	1	2	3	4	5	A	B	C	D	E
1	21867	23265	24136	25012	25886	26761	27198	27631	28065	28500	28935
	841.04	894.80	928.32	962.00	995.60	1029.28	1046.08	1062.72	1079.44	1096.16	1112.88
	10.513	11.185	11.604	12.025	12.445	12.866	13.076	13.284	13.493	13.702	13.911
2	22293	23714	24631	25536	26441	27342	27797	28261	28710	29166	29623
	857.44	912.08	947.36	982.16	1016.96	1051.60	1069.12	1086.96	1104.24	1121.76	1139.36
	10.718	11.401	11.842	12.277	12.712	13.145	13.364	13.587	13.803	14.022	14.242
3	23119	24590	25551	26508	27462	28427	28904	29397	29869	30351	30830
	889.20	945.76	982.72	1019.52	1056.24	1093.36	1111.68	1130.64	1148.80	1167.36	1185.76
	11.115	11.822	12.284	12.744	13.203	13.667	13.896	14.133	14.360	14.592	14.822
4	24109	25646	26668	27679	28700	29729	30237	30738	31254	31760	32267
	927.28	986.40	1025.68	1064.56	1103.84	1143.44	1162.96	1182.24	1202.08	1221.52	1241.04
	11.591	12.330	12.821	13.307	13.798	14.293	14.537	14.778	15.026	15.269	15.513
5	25503	27134	28259	29363	30491	31608	32217	32831	33442	34050	34657
	980.88	1043.60	1086.88	1129.36	1172.72	1215.68	1239.12	1262.72	1286.24	1309.60	1332.96
	12.261	13.045	13.586	14.117	14.659	15.196	15.489	15.784	16.078	16.370	16.662
6	27396	29143	30472	31799	33116	34449	35231	36007	36766	37534	38303
	1053.68	1120.88	1172.00	1223.04	1273.68	1324.96	1355.04	1384.88	1414.08	1443.60	1473.20
	13.171	14.011	14.650	15.288	15.921	16.562	16.938	17.311	17.676	18.045	18.415

ATTACHMENT E
EFFECTIVE JANUARY 1, 2003

	0	1	2	3	4	5	A	B	C	D	E
7	29401	31277	32910	34522	36150	37775	38657	39539	40416	41298	42187
	1130.80	1202.96	1265.76	1327.76	1390.40	1452.88	1486.80	1520.72	1554.48	1588.40	1622.56
	14.135	15.037	15.822	16.597	17.380	18.161	18.585	19.009	19.431	19.855	20.282
8	31572	33586	35485	37388	39275	41157	42137	43108	44081	45057	46037
	1214.32	1291.76	1364.80	1438.00	1510.56	1582.96	1620.64	1658.00	1695.44	1732.96	1770.64
	15.179	16.147	17.060	17.975	18.882	19.787	20.258	20.725	21.193	21.662	22.133
9	33919	36090	38220	40340	42463	44581	45639	46706	47757	48820	49880
	1304.56	1388.08	1470.00	1551.52	1633.20	1714.64	1755.36	1796.40	1836.80	1877.68	1918.48
	16.307	17.351	18.375	19.394	20.415	21.433	21.942	22.455	22.960	23.471	23.981
10	36412	38736	41059	43362	45677	48000	49155	50309	51472	52618	53772
	1400.48	1489.84	1579.20	1667.76	1756.80	1846.16	1890.56	1934.96	1979.68	2023.76	2068.16
	17.506	18.623	19.740	20.847	21.960	23.077	23.632	24.187	24.746	25.297	25.852
11	40246	42811	45304	47819	50317	52817	54070	55320	56572	57820	59070
	1547.92	1646.56	1742.48	1839.20	1935.28	2031.44	2079.60	2127.68	2175.84	2223.84	2271.92
	19.349	20.582	21.781	22.990	24.191	25.393	25.995	26.596	27.198	27.798	28.399
12	43135	45893	48660	51440	54199	56971	58367	59744	61129	62514	63904
	1659.04	1765.12	1871.52	1978.48	2084.56	2191.20	2244.88	2297.84	2351.12	2404.40	2457.84
	20.738	22.064	23.394	24.731	26.057	27.390	28.061	28.723	29.389	30.055	30.723

ATTACHMENT F
EFFECTIVE JANUARY 1, 2000

	0	1	2	3	4	5	A	B	C	D	E
PARK MAINTENANCE WORKER I	11.458			12.189	12.751	13.236	13.522	13.799	14.102	14.393	14.683
LABORER - HIGHWAY	11.458			12.189	12.751	13.236	13.522	13.799	14.102	14.393	14.683
PARK MAINTENANCE WORKER II		12.368	12.934	13.567	14.126	14.814	15.185	15.524	15.902	16.268	16.632
MOTOR EQUIPMENT OPERATOR		12.368	12.934	13.567	14.126	14.814	15.185	15.524	15.902	16.268	16.632
SIGN SHOP FABRICATOR		13.309	14.052	14.648	15.500	16.299	16.725	17.145	17.574	18.000	18.624
SHOVEL OPERATOR		13.309	14.052	14.648	15.500	16.299	16.725	17.145	17.574	18.000	18.624
BLACKSMITH HIGHWAY		13.309	14.052	14.648	15.500	16.299	16.725	17.145	17.574	18.000	18.624
PARK MAINTENANCE WORKER III		13.309	14.052	14.648	15.500	16.299	16.725	17.145	17.574	18.000	18.624
SIGN SHOP CHIEF		14.207	14.887	15.765	16.857	17.659	18.107	18.553	19.060	19.528	19.995
CREW CHIEF HIGHWAY		14.207	14.887	15.765	16.857	17.659	18.107	18.553	19.060	19.528	19.995
CREW CHIEF FORESTRY		14.207	14.887	15.765	16.857	17.659	18.107	18.553	19.060	19.528	19.995
AUTOMOTIVE MECHANIC HIGHWAY		14.207	14.887	15.765	16.857	17.659	18.107	18.553	19.060	19.528	19.995
AUTO MECHANIC HIGHWAY		14.207	14.887	15.765	16.857	17.659	18.107	18.553	19.060	19.528	19.995
AUTOMOTIVE MECHANIC PARKS		14.207	14.887	15.765	16.857	17.659	18.107	18.553	19.060	19.528	19.995
GENERAL CREW CHIEF HIGHWAY		15.524	16.588	17.543	18.661	19.536	20.095	20.598	21.156	21.698	22.457
GENERAL CREW CHIEF PARKS		15.524	16.588	17.543	18.661	19.536	20.095	20.598	21.156	21.698	22.457

ATTACHMENT G
EFFECTIVE JANUARY 1, 2001

	0	1	2	3	4	5	A	B	C	D	E
PARK MAINTENANCE WORKER I	11.830			12.585	13.165	13.666	13.961	14.247	14.560	14.861	15.160
LABORER HIGHWAY	11.830			12.585	13.165	13.666	13.961	14.247	14.560	14.861	15.160
PARK MAINTENANCE WORKER II		12.770	13.354	14.008	14.585	15.295	15.679	16.029	16.419	16.797	17.173
MOTOR EQUIPMENT OPERATOR		12.770	13.354	14.008	14.585	15.295	15.679	16.029	16.419	16.797	17.173
SIGN SHOP FABRICATOR		13.742	14.509	15.124	16.004	16.829	17.269	17.702	18.145	18.585	19.229
SHOVEL OPERATOR		13.742	14.509	15.124	16.004	16.829	17.269	17.702	18.145	18.585	19.229
BLACKSMITH HIGHWAY		13.742	14.509	15.124	16.004	16.829	17.269	17.702	18.145	18.585	19.229
PARK MAINTENANCE WORKER III		13.742	14.509	15.124	16.004	16.829	17.269	17.702	18.145	18.585	19.229
SIGN SHOP CHIEF		14.669	15.371	16.277	17.405	18.233	18.695	19.156	19.679	20.163	20.645
CREW CHIEF HIGHWAY		14.669	15.371	16.277	17.405	18.233	18.695	19.156	19.679	20.163	20.645
CREW CHIEF FORESTRY		14.669	15.371	16.277	17.405	18.233	18.695	19.156	19.679	20.163	20.645
AUTOMOTIVE MECHANIC HIGHWAY		14.669	15.371	16.277	17.405	18.233	18.695	19.156	19.679	20.163	20.645
AUTO MECHANIC HIGHWAY		14.669	15.371	16.277	17.405	18.233	18.695	19.156	19.679	20.163	20.645
AUTOMOTIVE MECHANIC PARKS		14.669	15.371	16.277	17.405	18.233	18.695	19.156	19.679	20.163	20.645
GENERAL CREW CHIEF HIGHWAY		16.029	17.127	18.113	19.267	20.171	20.748	21.267	21.844	22.403	23.187
GENERAL CREW CHIEF PARKS		16.029	17.127	18.113	19.267	20.171	20.748	21.267	21.844	22.403	23.187

ATTACHMENT H
EFFECTIVE JANUARY 1, 2002

	0	1	2	3	4	5	A	B	C	D	E
PARK MAINTENANCE WORKER I	12.185			12.963	13.560	14.076	14.380	14.674	14.997	15.307	15.615
LABORER HIGHWAY	12.185			12.963	13.560	14.076	14.380	14.674	14.997	15.307	15.615
PARK MAINTENANCE WORKER II		13.153	13.755	14.428	15.023	15.754	16.149	16.510	16.912	17.301	17.688
MOTOR EQUIPMENT OPERATOR		13.153	13.755	14.428	15.023	15.754	16.149	16.510	16.912	17.301	17.688
SIGN SHOP FABRICATOR		14.154	14.944	15.578	16.484	17.334	17.787	18.233	18.689	19.143	19.806
SHOVEL OPERATOR		14.154	14.944	15.578	16.484	17.334	17.787	18.233	18.689	19.143	19.806
BLACKSMITH HIGHWAY		14.154	14.944	15.578	16.484	17.334	17.787	18.233	18.689	19.143	19.806
PARK MAINTENANCE WORKER III		14.154	14.944	15.578	16.484	17.334	17.787	18.233	18.689	19.143	19.806
SIGN SHOP CHIEF		15.109	15.832	16.765	17.927	18.780	19.256	19.731	20.269	20.768	21.264
CREW CHIEF HIGHWAY		15.109	15.832	16.765	17.927	18.780	19.256	19.731	20.269	20.768	21.264
CREW CHIEF FORESTRY		15.109	15.832	16.765	17.927	18.780	19.256	19.731	20.269	20.768	21.264
AUTOMOTIVE MECHANIC HIGHWAY		15.109	15.832	16.765	17.927	18.780	19.256	19.731	20.269	20.768	21.264
AUTO MECHANIC HIGHWAY		15.109	15.832	16.765	17.927	18.780	19.256	19.731	20.269	20.768	21.264
AUTOMOTIVE MECHANIC PARKS		15.109	15.832	16.765	17.927	18.780	19.256	19.731	20.269	20.768	21.264
GENERAL CREW CHIEF HIGHWAY		16.510	17.641	18.656	19.845	20.776	21.370	21.905	22.499	23.075	23.883
GENERAL CREW CHIEF PARKS		16.510	17.641	18.656	19.845	20.776	21.370	21.905	22.499	23.075	23.883

ATTACHMENT I
EFFECTIVE JANUARY 1, 2003

	0	1	2	3	4	5	A	B	C	D	E
PARK MAINTENANCE WORKER I	12.551			13.352	13.967	14.498	14.811	15.114	15.447	15.766	16.083
LABORER HIGHWAY	12.551			13.352	13.967	14.498	14.811	15.114	15.447	15.766	16.083
PARK MAINTENANCE WORKER II		13.548	14.168	14.861	15.474	16.227	16.633	17.005	17.419	17.820	18.219
MOTOR EQUIPMENT OPERATOR		13.548	14.168	14.861	15.474	16.227	16.633	17.005	17.419	17.820	18.219
SIGN SHOP FABRICATOR		14.579	15.392	16.045	16.979	17.854	18.321	18.780	19.250	19.717	20.400
SHOVEL OPERATOR		14.579	15.392	16.045	16.979	17.854	18.321	18.780	19.250	19.717	20.400
BLACKSMITH HIGHWAY		14.579	15.392	16.045	16.979	17.854	18.321	18.780	19.250	19.717	20.400
PARK MAINTENANCE WORKER III		14.579	15.392	16.045	16.979	17.854	18.321	18.780	19.250	19.717	20.400
SIGN SHOP CHIEF		15.562	16.307	17.268	18.465	19.343	19.834	20.323	20.877	21.391	21.902
CREW CHIEF HIGHWAY		15.562	16.307	17.268	18.465	19.343	19.834	20.323	20.877	21.391	21.902
CREW CHIEF FORESTRY		15.562	16.307	17.268	18.465	19.343	19.834	20.323	20.877	21.391	21.902
AUTOMOTIVE MECHANIC HIGHWAY		15.562	16.307	17.268	18.465	19.343	19.834	20.323	20.877	21.391	21.902
AUTO MECHANIC HIGHWAY		15.562	16.307	17.268	18.465	19.343	19.834	20.323	20.877	21.391	21.902
AUTOMOTIVE MECHANIC PARKS		15.562	16.307	17.268	18.465	19.343	19.834	20.323	20.877	21.391	21.902
GENERAL CREW CHIEF HIGHWAY		17.005	18.170	19.216	20.440	21.399	22.011	22.562	23.174	23.767	24.599
GENERAL CREW CHIEF PARKS		17.005	18.170	19.216	20.440	21.399	22.011	22.562	23.174	23.767	24.599

MEMORANDUM OF AGREEMENT

IT IS HEREBY AGREED, by and between, the County of Erie (hereinafter referred to as County) and AFSCME Council 66, Local 1095, AFL-CIO (hereinafter referred to as AFSCME) as follows:

1. The Parties hereto agree in principle to the proposition that some routes currently plowed by the Erie County Division of Highways can be handled by a vehicle manned by a driver only.

2. The Parties further agree that there are a number of issues which must be settled, i.e. identifying routes, setting safety guidelines, affect on level of current manpower, before a final agreement can be reached.

3. The Parties will meet in a timely manner prior to the 1999-2000 plowing season to discuss and reach an understanding which will allow the one man plowing concept to be utilized.

FOR THE COUNTY OF ERIE

DATE: 6/22/99

FOR AFSCME

DATE: _____

MEMORANDUM OF AGREEMENT

IT IS HEREBY AGREED, by and between, the County of Erie (hereinafter referred to as County) and AFSCME Council 66, Local 1095, AFL-CIO (hereinafter referred to as AFSCME) as follows:

1. AFSCME is seeking to provide its employees in the ECMC Network in the titles of Hospital Aide and Institutional Aide the benefit of a contractual guarantee of 26 weekends off per year.

2. The County is unable to agree to the proposed contractual change at the present time, but is willing to study the issue and will agree to meet for the purpose of negotiations on said issue after January 1, 2000.

3. The Parties further agree that said negotiations will commence no later than January 15, 2000; that should it be necessary to invoke the impasse procedures of the Taylor Law the Mediation and Factfinding Steps will be combined; that any written arguments will be prepared and forwarded in one (1) week after any Mediation/Factfinding session; and to request from the person acting in this joint capacity an expedited Report and Recommendation.

4. Finally, should the matter go to the Erie County legislature the Parties agree to request immediate consideration from that body.

FOR THE COUNTY OF ERIE

DATE: 6/24/99

FOR AFSCME

DATE:

County of Erie

DENNIS T. GORSKI
COUNTY EXECUTIVE

DIVISION OF LABOR RELATIONS

MICHAEL A. CONNORS
DIRECTOR

PHONE: 716-858-8478

June 24, 1999

Mr. John Orlando, President
AFSCME, Local 1095
3024 Genesee Street
Cheektowaga, NY 14225

Re: Proposed Contract Settlement

Dear Mr. Orlando:

I have reviewed the language regarding sick leave payout proposed in the new collective bargaining agreement. I agree that no one would be able to collect $5,000 for 1,800 hours of accumulated sick time effective January 1, 2000.

Therefore, I agree that should anyone have the previous maximum of 1,720 hours they will continue to receive $3,500 cash or health insurance coverage. This agreement would continue until such time as it becomes possible for an employee to have accumulated 1,800 hours. This would occur by the 18th pay period of the year 2000.

If you have any questions, please contact me.

Very truly yours,

MICHAEL A. CONNORS

ERIE COUNTY OFFICE BUILDING, 95 FRANKLIN STREET, BUFFALO, NEW YORK 14202