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COLLECTIVE BARGAINING AGREEMENT

By and Between
THE COUNTY OF ERIE
and
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 1000 A.F.S.C.M.E., AFL-CIO
ERIE UNIT OF LOCAL 815

7/3/00

(white collar)



400
X-12/31/2003

Covering the Calendar Years
2000 - 2001 - 2002 - 2003
Mike Bogulski, President

106 pages

If you experience difficulties with interpretation of this contract or have questions regarding its contents, please call your section President or

Erie Unit of C.S.E.A. Local #815
570 Kennedy Road
Cheektowaga, N.Y. 14227
at 896-1640

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LEGISLATIVE REVIEW

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

STATEMENT OF PURPOSE

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

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

Now, therefore, it is mutually agreed as follows:

ARTICLE I RECOGNITION

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

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

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

Section 1.4: The County recognizes CSEA as the exclusive negotiating agent for employees within the designated unit as certified by the Public Employment Relations Board in its Case Number C-2074 in any and all proceedings under the Public Employee's Fair Employment Act.

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

ARTICLE II DEFINITIONS

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

1. "County" or "Employer" means County of Erie.
2. "Union" or "C.S.E.A." means Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Erie Unit of Local 815.
3. "Employee or Employees" means only those individuals who hold a full-time permanent, temporary and/or provisional position covered by the bargaining unit herein.
4. "Bargaining Unit" means the certified bargaining unit which is composed of only those employees as defined above and individuals who hold certain regular part-time positions (20 working hours or more per week) both of whose titles appear in Appendix A attached hereto.
5. "Position" means one of the positions included under one class title in the Plan of Class titles and Salary Ranges.
6. "Class" means a group of similar positions included under the same title in the Plan of Class titles and Salary Ranges.
7. "Salary Range" means the range of compensation, 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. "Promotion List" means an eligible list resulting from a promotional civil service examination.
13. "Appointing Authority" means the person or body ultimately responsible for employee selection and appointment within the department (usually the department head) subject to Civil Service Law and any rules promulgated thereunder.
14. "Actual Service" means total time spent actually working in a position including any paid time off and / or leave with pay.
15. "Service" means "Actual Service" as defined above.
16. "Continuous Service" means an uninterrupted period of actual service which includes any authorized leave of absence without pay computed from the date an employee assumes a position with the County. However, a period of actual service in a regular part-time position (20 hours or more per week) shall be credited as 50% of such period for purpose of computing continuous service. An employee's continuous service is interrupted by voluntary resignation, discharge, retirement, assuming a non-regular part-time position (less than 20 hours per week) or layoff. If an employee is rehired within one year or is recalled within two years of layoff or during his period of eligibility on a preferred list pursuant to Civil Service Law or reassumes a permanent full-time permanent position after holding a non regular part-time position without a break in actual service, the interruption in continuous service shall be removed. The period of interruption, however, shall not be included in computing the total period of continuous service. Except as so provided, an interruption shall result in a permanent loss of all continuous service credit.
17. "Seniority" - Except as defined and determined by Civil Service Law for purposes of the provisions therein, seniority means the length of an employee's continuous service, as defined above with the County of Erie, regardless of bargaining unit.
18. "Permanent Vacancy" means an unencumbered, budgeted position covered by the bargaining unit which may or may not be filled within the sole discretion of the Employer.
19. "Department" shall mean that unit of County Government specifically designated as a department under the Erie County Administrative Code as amended from time to time.
20. "Department Head" shall mean the person so designated pursuant to Charter, Local Law, Administrative Rule or resolu-

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

ARTICLE III MANAGEMENT RIGHTS

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

ARTICLE IV NO STRIKE CLAUSE

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

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

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

ARTICLE V Dues, Checkoff, Agency Shop & Union Insurance Program

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

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

Civil Service Employees Association, Inc.
143 Washington Avenue, Albany, New York 12210
or to an address of its designated agent, which the aforementioned Association provides the County.

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

Section 5.4: A deduction authorized by a bargaining unit member shall continue as long as so authorized unless and until a bargaining unit member notifies the Personnel Commissioner of the County of Erie of his desire to discontinue or to change such authorization in writing and by registered mail and the County shall forward a copy of the bargaining unit member's notification to the Union.

Section 5.5: Agency Shop. In addition, during the term of this Agreement, deductions shall be made from the wages of a bargaining unit member who is not a member of CSEA, in the amount equivalent to the dues levied by CSEA. Such amount shall be deducted on a monthly basis and shall be transmitted at the same time and to the same office as set forth in Section 5.2 above. The Union agrees to hold the County safe and harmless because of said deductions.

Section 5.6: If, through inadvertence or error, the County fails or neglects to make a deduction which is properly dues and owing from a bargaining unit member's pay check, such deduction shall be made from the next pay check of the bargaining unit member and submitted to the collective bargaining representative.

The county shall not be liable to the collective bargaining representative, bargaining unit member or any party by reason of the requirements of this article of the Agreement for the remittance or payment of any sum other than that constituting actual deductions made from employee wages earned.

Section 5.7: The CSEA shall have the right to designate an insurance representative to visit an individual bargaining unit member covered by this Agreement, on the job, for the purpose of explaining the insurance protection of a CSEA sponsored insurance program.

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

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

Section 5.8: Any employee who is a member of CSEA and who is promoted, transferred, reassigned, temporarily laid off or removed from the payroll for other reasons and then returns to employment or whose status is otherwise changed, shall continue on County payroll deduction records as a dues paying member unless the employee authorizes a change in writing in accordance with Section 5.4 or Article V of this contract.

Section 5.9: Insurance Carriers. The County agrees that no insurance carriers shall be permitted to offer insurance programs to CSEA members on County property unless such authorization and permission existed prior to January 1, 1981 and no change in existing programs shall be permitted, nor shall any company be allowed to introduce new programs unless the CSEA and the County mutually agree to such change in any existing program or the introduction of a new program. It is agreed and understood that this provision pertains only to the type of insurance programs which are presently or which may be offered to its members by CSEA, which shall include but not be limited to the Master Plan.

ARTICLE VI BULLETIN BOARD

Section 6.1: The County shall provide one lockable bulletin board in each of the following locations only:

Rath Building - 2nd through 7th Floor (1 each)
Laboratory - Erie County Medical Center
290 Main Street
Jesse Nash Health Center
Outer East Side Health Center
West Side Health Center
Hens and Kelly Building (2nd floor)
Statler Towers (C.A.S.A. 18th floor)
134 West Eagle (5th floor)
25 Delaware Avenue (4th floor)

lockable bulletin board at 768 E. Ferry Street, Detention and Comptrollers Office. If the Union wishes the bulletin board at the Controller's office to be locked it shall provide the board and the county shall have it installed.

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

**ARTICLE VII
ACCESS TO EMPLOYEES**

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

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

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

**ARTICLE VIII
MEETING PLACE**

Section 8.1: CSEA is accorded the privileges of use of meeting space in County-owned or leased buildings with the following restraints:

The meeting shall be limited to the CSEA Executive Committee and not to exceed 25 persons and to be held not more than once a month; the meetings shall be held an hour before or one hour after the normal working day or during the lunch period and shall be prearranged with the Department Head.

**ARTICLE IX
TIME OFF FOR UNION BUSINESS**

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

Section 9.2: The County agrees to grant time off with pay to employees who are designated by the Union President to attend CSEA meetings to a total of one hundred days per year.

Section 9.3: It is hereby deemed to be in the best interest of the County and CSEA that the Union President and the Chairman of the Grievance Committee of the Union, if they are County employees, shall be allowed reasonable periods of time, without loss of pay or benefits, to engage in union business.

Section 9.4: The County agrees to grant time off with pay to employees who are designated by the Union President who are serving in a CSEA Statewide Committee to attend such Committee meeting, not to exceed an aggregate of fifteen (15) working days per contract year.

Section 9.5: Employee representatives shall be designated to the County in writing by the CSEA.

Section 9.6: Section Presidents shall be allowed time off for Union business as follows:

Section	Time Off/Hours Per Week
Social Services	20
Erie County Medical	20
Health	8
Downtown	15
Home & Infirmiry	8
Library	7
Probation	8
Erie Community College	8
County Clerk's Register	8
Erie County Corrections	8
Youth and Legal Services	8
Unit Secretary	15
Unit Treasurer	8
Political Action Chair	4

145 Hours Per Week

It is agreed and understood that Section Presidents when using leave as provided under this provision, shall sign-out before leaving their work station and shall sign-in upon returning to their work station from union business if one (1) hour or more remains in their work day. The time off denoted above is intended to indicate the maximum hours allowable per week, and it is agreed and understood that only union business will be conducted during the sign-out period. It is furthermore agreed and understood that the President of the Erie Unit, Local #815, Civil Services Employees Association, Inc., may change the number of hours set forth above

as the needs of each Section(s) changes, to a maximum of twenty (20) hours per week per section and a maximum of one hundred and forty-five (145) hours per week. If a change in the number of hours allotted a Section(s) or the Unit Secretary should occur, the President of the aforementioned unit shall notify the Director of Labor Relations two (2) weeks before the change is to be implemented.

ARTICLE X

LABOR-MANAGEMENT COMMITTEE MEETINGS

Section 10.1: Labor-Management Committee meetings will be held on a monthly basis within all County Departments which have employees covered under this Agreement. The Committee shall consist of the Department Head (or his designee), the Union Section President and any other department or union representatives as previously agreed to by both the Department Head and the Union Section President, not to exceed two in number on each side. In addition, the County Director of Labor Relations and/or the Labor Relations Specialist may be requested by either party to attend.

Such employee representatives (three in number) shall give sufficient advance notice to their immediate supervisor that they are leaving their work area to attend the department's Labor Management Committee meeting. It is agreed and understood that the employee representatives of the bargaining unit shall suffer no loss of time and pay in the event such meeting falls within their regular scheduled work hours.

An agenda of items, if any, to be discussed at the meeting will be exchanged at least seven calendar days before such meeting.

ARTICLE XI

JOINT SAFETY COMMITTEE

Section 11.1: Recognizing that a safe operation is of substantial benefit to both the County and employees, the County and Union mutually agree that there shall be a Joint Safety Committee, consisting of two (2) County representatives, and two (2) Union representatives, appointed by the Union President who are County employees. Such Committee shall meet on a quarterly basis during the term of this Agreement for the purpose of discussing problems arising in this area and shall mutually make advisory recommendations when it is mutually deemed necessary.

It is agreed and understood that the Union representatives shall suffer no loss of time and pay in the event such meeting falls within their regularly scheduled work hours.

Section 11.2 Departmental Safety Committees shall consist of both management employees and union employees in equal numbers. In each department where employees who are represented by the Erie Unit Local 815, CSEA work, there shall be at least one member of Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Erie Unit of Local 815, CSEA appointed to the Departmental Safety Committee. All such appointments shall be made by each Section President.

Section 11.3 Any safety or health problem which involves an immediate hazard to the safety and health of employees shall immediately be reported to the Chairman of the Departmental Safety Committee, the Department Head and the appropriate bargaining unit representative(s) on the committee, who shall immediately investigate the condition to determine if such a hazard exists.

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

Section 11.4 The County shall provide such safety equipment as necessary to perform all County jobs correctly and safely. All employees shall utilize all safety equipment provided and failure to do so shall be grounds for disciplinary action.

ARTICLE XII EQUAL OPPORTUNITIES

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

ARTICLE XIII HOURS OF WORK

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

Section 13.2 Normal working hours shall be from 9:00 a.m. to 5:00 p.m. (example only) except during the period of July 1 to the second Monday in September, when working hours will be 9:00 a.m. to 4:30 p.m., Monday through Friday, except that in institutions and in positions of a nature requiring emergency or continuous service, the establishment of working hours shall be within the discretion of the head of the department, provided that the work week shall not exceed forty hours for any employee, and further provide that in departments where this deviation from the

stated working hours is necessary the heads of such department shall file a complete schedule of employee working hours with the Personnel Commissioner.

The County encourages 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 will employees in this category be granted payment for summer hours in lieu of compensatory time off.

For those employees who are unable to adhere to the rule 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 1/2 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.

Section 13.3 All full-time employees covered by this agreement shall receive a one hour lunch period except in positions of a nature requiring emergency or continuous service. If an employee actually receives less than an hour for lunch on a regular basis for nine (9) or more cumulative months of the employee's prior anniversary year, he shall have the option of being paid the sum of \$275.00 within 30 calendar days following the anniversary date or he shall be credited with (3) compensatory days on the employee's anniversary date. If any such employee wishes to change their opinion they must notify their department head or his designee, in writing, no later than September 1st to be effective in the next calendar year.

Section 13.4 The three (3) compensatory days are not cumulative from year to year and any unused compensatory days shall be added to an employee's accumulated sick leave bank at the end of the employee's anniversary year. This addition does not extend the permissible accumulation of sick leave beyond the maximum permitted under this agreement.

Section 13.5 All employee's work scheduled shall provide for fifteen (15) minute rest period during each 1/2 day shift.

Section 13.6 In the event the employer deems necessary any change in the work week or shift assignment, the employee and the Section President will be notified seven (7) calendar days in advance of the proposed change except in emergency situations.

Section 13.7 Shift Differential Pay

(a) A eighty-five (\$.85) cents per hour shift differential will be granted to all employees on the second or third shifts for every hour actually worked on such shifts.

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

(c) Shift differential will be paid to employees for actual hours in accordance with the above provisions.

(d) All cash payments for employees who are entitled to shift differential and who work overtime shall be made not later than the next regular payroll check.

(e) For traditional day (usually 9:00 - 5:00 p.m.) operations, employees who are scheduled (involuntarily) to work a full hour or more beyond their normal shift shall be paid the appropriate shift differential as provided in subdivision A of this section for all full hours worked.

Section 13.8 Flexible Time Scheduling

Each Department Head shall have the authority to provide for flex time scheduling within his Department. It is understood, however, that no such scheduling shall occur without the concurrence of the employees affected. It is further understood that the Department head is not obligated to agree to flex time scheduling on an employee by employee basis and may insist that any such scheduling changes include coverage during the hours he or she deems necessary. Finally, either party may request to return to a regular as opposed to a flex time shift upon seven (7) days notice prior to the start of a pay period and it shall be granted.

Flex shifts shall include four (4) core or required hours. These hours shall be from 10:30 a.m. to 2:30 p.m. There will be one (1) hour lunch period permitted to be taken between 11:00 a.m. and 3:00 p.m. usually taken half way through the shift. The other four hours which are necessary to complete an eight hour work day shall begin at 7:30, 8:00, 8:30, 9:00, 9:30, 10:00 and 10:30 a.m.

Employees will receive two (2) fifteen (15) minute breaks usually taken as follows: one in the first half of the shift and the other in the second half. Employees shall work at least one (1) full hour into each half before taking a break.

Flex time shift shall be offered on a Seniority basis.

Flex time scheduling shall not apply to twenty-four (24) hour a day facilities except in those areas which operate less than 24 hours a day.

**ARTICLE XIV
HOLIDAYS**

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

- | | |
|--------------------------------|------------------|
| 1. New Year's Day | 7. Labor Day |
| 2. Martin Luther King, Jr. Day | 8. Columbus Day |
| 3. Patriot's Day | 9. Election Day |
| 4. Good Friday | 10. Veterans Day |
| 5. Memorial Day | 11. Thanksgiving |
| 6. Independence Day | 12. Christmas |

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

Section 14.3 a. An employee who is required to work on a day celebrated as a holiday as provided in this Agreement, will be paid his regular straight time pay plus one & one-half times his straight time hourly rate for every hour actually worked on such holiday, except when an employee elects compensatory time off as provided under Section 16.10 of Article 16 of this contract. Licensed Practical Nurses shall be granted the option of cash payment for holiday work, or they may select compensatory time off as provided herein.

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

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

If a correction officer (including sergeants and lieutenants) works on a traditional holiday, he or she shall continue to receive four (4) hours of holiday compensation as specified in this section 14.3 for each holiday actually worked.

Third shift correction officers (including sergeants and lieutenants) who conclude their work shift on a traditional day celebrated as a holiday, shall receive the four (4) hours holiday compensation as specified in this subdivision (b) of this section 14.3.

The County agrees to continue the holiday practices currently in effect for medical aides at the Correctional Facility.

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

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

Any employee who has a day off on the day on which a traditional holiday is celebrated, shall receive another day off for such holiday.

**ARTICLE XV
VACATIONS**

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

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

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

Section 15.3 County Department Heads will establish vacation periods, schedules and vacation units based on their work requirements. The scheduling of vacations shall be based on

seniority of the employee subject to 15.1 above. Employees may, with the prior approval of the Department Head, utilize vacation allowances as may be convenient to departmental operations, but not less than in units of one (1) hour.

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

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

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

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

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

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

ARTICLE XVI OVERTIME

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

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

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

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

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

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

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

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

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

Section 16.10 Each employee covered under this contract may request in writing compensatory time off in lieu of cash payment for overtime worked in accordance with the limitations provided in this section. Each employee who requests compensatory time in writing shall be granted the right to accumulate such time up to a maximum of eighty (80) hours. The written request must

be filed with the department head within ninety (90) days of the execution of this agreement or by the third Monday in January of the year the employee elects to take compensatory time in lieu of cash payment for overtime. The election to take compensatory time shall remain in effect until the employee revokes it. Revocation may only occur during the month of December in each year. Any employee who revokes his or her request for compensatory time, shall be paid for overtime hours worked as provided in this Article XVI. New employees shall be paid cash for overtime until the third Monday of January of the year following their date of hire, at which time they shall be eligible to select compensatory time as described above.

Each employee who desires compensatory time of shall accumulate the aforementioned time at the rate of time and one-half (1 & 1/2) for each hour or part thereof worked. The maximum number of overtime compensatory hours that they may be accumulated by an employee at any one time is eighty (80) hours. This amount shall exclude all compensatory time earned for lunch hours, as provided in Section 13.3 of Article XIII of this contract.

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

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

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

adjust to the new work load and/or operational requirements to eliminate such constant overtime.

Section 16.12 Exceptions to the payment of time and one-half for overtime are as follows:

1. Employees who are required to have a Medical Degree.

Section 16.13 Regardless of job duties performed during overtime work, Board of Election employees shall receive one and one-half times their regular rate of pay for all overtime work.

Section 16.14 Overtime Distribution at the Auto Bureau Offices:

a. Overtime will be offered to full-time white-collar employees first. The administration of the County Clerk's office will make every effort to provide a minimum staffing ratio of at least two-thirds to three-quarters full-time employees to one-third to one-quarter part-time employees for all evening hours.

b. If not enough full-time white-collar employees volunteer to work evening hours, then part-time employees will be utilized to properly staff the offices.

c. If insufficient overtime monies exist, then employees will earn 1-1/2 hours compensatory time for each overtime hour worked.

d. Compensatory time earned for evening overtime will be taken within sixty (60) days.

e. This section applies to the Erie County Auto Bureau offices only.

ARTICLE XVII SICK LEAVE

Section 17.1: Sick Leave Allowance

All full-time permanent employees in the bargaining unit shall earn sick leave credits immediately upon entering the service of the employer at the rate of 4.62 hours per pay period. For purposes of calculating sick leave credits and charges, one work day equals eight hours. Any employee who does not use more than one day sick leave per year shall receive an extra day on their anniversary date. An employee may accumulate sick leave up to a maximum of 225 days or 1800 hours.

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

Section 17.2 Reasons for Granting Sick Leave

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

1. Sickness or injury.

2. Serious illness in the employee's immediate family, requir-

ing care and attendance of employee. Immediate family shall include, parent, spouse, brother, sister, children or grandparents; or other relative who is an actual member of the employee's household. For absence of two consecutive days or more, a certificate or affidavit issued by the attending physician certifying to the necessity for the attendance of the employee shall be filed with the Commissioner of Personnel or his designee and sick leave for this purpose shall be granted only with his approval.

3. Quarantine regulations.

4. Medical or dental visits.

5. Maternity

Section 17.3 Sick Leave Credits and Charges

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

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

Section 17.4 Extended Sick Leave

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

Ten (10) continuous years of service - three months

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

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

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

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

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

Section 17.5 Reporting Time

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

(b) Daily call-in is required each and every day except as outlined in "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.

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

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

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

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

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

(h) Once an employee has provided the County with notice of intended resignation or retirement any sick time used shall result

in the reduction of an equivalent amount of vacation time unless the employee submits a Doctor's Certificate.

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

Section 17.6 Abuse of Sick Leave Benefits

Abuse of sick leave privileges shall be grounds for disciplinary action. In addition, where an employee's absence are such that the County has reasonable grounds to believe that an abuse of sick leave may exist, such employee will be notified in writing of such suspected abuse and thereafter may be required, regardless of the duration of the absence, to submit a satisfactory doctor's certificate or affidavit indicating the specific nature of this disability and its duration to the Commissioner of Personnel or his designee before such absence may be charged against the employee's accumulated sick leave balance. Such notice of suspected abuse shall be a grievable matter. The Union will work cooperatively with the County to reduce and prevent abuses of sick leave.

Section 17.7 Sick Leave Records and Reports

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

Section 17.8 Reinstatement of Sick Leave

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

Section 17.9 Medical or Dental Visits

If an employee is required to make visitations during his 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 absences may be deducted from accumulated sick leave in units of not less than (1) hour.

Section 17.10 Sick Leave Bonus

Effective January 1, 2001, there will be a \$300.00 bonus for any employee who reaches the maximum of eighteen hundred (1800) hours of accumulated sick leave. Thereafter, an additional bonus of two hundred (\$200.00) dollars will be paid in any year in which the maximum amount of sick leave is maintained, and five or less sick days are used.

Payment of the initial bonus will be in the first pay check after the 1800 hours is reached. Payment of the yearly bonus will be in the first pay period of February in subsequent years.

Section 17.11 Criminal Assault

In the event that an employee is necessarily absent from duty as a result of a criminal assault upon his 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.

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

**ARTICLE XVIII
PERSONAL LEAVE**

Section 18.1 Full-time employees including temporary and provisional personnel, will become eligible for and receive four (4) days personal leave after one (1) year of continuous service and also become eligible for and receive the same allowances for each succeeding year of employment providing they are on a compensable salary and wage basis for at least six (6) months of continuous service in the preceding anniversary year and otherwise meet all eligibility requirements.

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

Section 18.3 In order for the department head and / or the immediate supervisor to arrange for adequate work coverage, application for personal leave must be filed by an employee on a prescribed form with the head of the department or immediate supervisor at least five (5) working days on advance when the requested time is four (4) and four (4) working days notice in advance when the requested is for three (3) days or less. There shall be no restrictions on when this leave is to be taken unless stated in advance notice may be waived by the department head. All requests must receive the approval of the employee's immediate supervisor or Department Head and shall not be granted in less than one (1) hour units. There shall be no restrictions as to when this leave is to be taken except as reflected in this section. Every attempt will be made to grant the day requested.

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

ARTICLE XIX

LEAVE BECAUSE OF DEATH IN THE FAMILY

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

ARTICLE XX

LEAVE FOR JURY DUTY

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

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

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

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

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

ARTICLE XXI

TIME OFF FOR CIVIL SERVICE EXAMINATIONS

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

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

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

ARTICLE XXII

LEAVE OF ABSENCE WITHOUT PAY

Section 22.1 Application for Leave Without Pay

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

Section 22.2 Military Leave

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

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

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

(d) Following her maternity disability period, an employee shall be granted a six (6) month family leave of absence. Such leave must be requested from the department head, in writing at least two (2) weeks prior to the end of the disability period. The two (2) weeks notification requirement shall be waived in cases of emergency.

Section 22.3 Substantiation of Request for Sick Leave or Leave without Pay. A certificate is required from the employees 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 (PO-18).

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

The requirements specified in this section shall only apply to employees seeking a leave of absence for maternity disability, and shall not be applicable for an employee seeking a family leave of absence as provided under subdivision (d) of Section 22.2 of this article.

Section 22.4 Leave Because of Extended Illness

When an employee has exhausted all 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 (1) year, subject to extension pursuant to County Civil Service Rules, such decision shall not be arbitrary or capricious.

Section 22.5 Leave For War Work

A permanent employee may, in the discretion of the department head, be granted a leave of absence without pay for a period of time, not to exceed one (1) year, to enter the service of the Federal Government or its associated powers in time of war or to engage in war industries for the United States or its associate 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.

Section 22.6 Education Leave For Veterans

Any veteran who is qualified to receive education or training or vocational rehabilitation under the provisions of any Federal or New York State Law, shall be granted leave of absence without pay for the period of such education, or training or vocational rehabilitation, provided that the attendance of veteran is required at times that will preclude employment in his County position. Such leave of absence shall not extend his County position. Such leave of absence shall not extend beyond a period of four (4) years, not 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) days after the termination of such leave of absence. He may be reinstated at any time after such sixty (60) day period and within one (1) year after termination of such leave of absence in the discretion of the department head.

Section 22.7 Leave for Educational Purposes

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

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

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

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

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

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

Section 22.10 Leave for Other Reasons

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

Section 22.11 Military Leave of Absence

1. Any County employee who is required to render ordered military or navel duty, shall be granted military leave of absence pursuant to the Military law.

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

Section 22.12 Political Leave

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

be renewed. Employees will not accumulate seniority if elected or appointed to a non-County position.

Section 22.13 In the event a request for leave of absence under this provision is denied by a department head, CSEA may petition the Commissioner of Personnel for approval.

Section 22.14 In case of legal adoption under Article 7 of the Domestic Relations law, leave shall be granted where the adoptive child is required to reside with the adoptive parents for at least six (6) months prior to an order for adoption being made. In such cases, leave shall be granted for six (6) months commencing from the date the adoptive child begins actual residence with the adoptive parents. The employee shall apply for such leave in writing and shall, whenever possible, provide the employer with legal notices no later than two weeks prior to the commencement of the leave. The two (2) week notification requirement shall be waived in cases of emergency, if it proves to be impossible to give the two weeks notice.

Section 22.15 Paternity Leave

A leave of absence without pay for the purposes of child rearing, necessitated by children under the age of five, residing with the employee, shall be granted for a period of up to six months. Once granted such leave may not be extended and will be granted only twice during an individual's term of employment, regardless of the time used during such leave of absence. The cumulative total time off for one or both leaves shall not exceed six (6) months. Such leaves must be presented in writing to the department head at least thirty (30) calendar days in advance of the commencement of the child rearing leave.

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

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

It is further agreed, that any employee to be eligible for child rearing leave, must exhaust all accumulated leave time except sick leave, prior to commencing such leave of absence. Upon return to work from the leave, all sick leave credits as well as other contractual rights which were accumulated or effective on the commencement date of the leave, shall be restored on the date the employee returns to work.

**ARTICLE XXIII
EMERGENCY CLOSING**

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

**ARTICLE XXIV
RETIREMENT PLAN**

Section 24.1 The County shall provide retirement plan known as "The New Career Retirement Plan" - 75-1 with riders 60-B and 41-J, to all employees in the bargaining unit.

**ARTICLE XXV
HEALTH INSURANCE**

Section 25.1 The following are the health insurance plans currently available to County employees. Each of these plans contains both Managed Care and Pre-Care provisions. It is the intent of the parties that the health insurance plans shall continue to offer benefits which are substantially similar to those in existence on the date the 1992-1995 Collective Bargaining Agreement was executed by the parties. The health plans listed below will not be added to or deleted from without negotiations and agreement between the parties.

1. Blue Cross/Blue Shield Traditional, 42/43, Medical Surgical Select 60/61 with BCMM-7 Rider FF 100 Deductible, with Rider #21 (psychiatric), Rider #45 (cosmetic surgery), Rider #47 (waiver of waiting period), Rider #48 (out of area benefits) and the prescription drug RX Rider C - \$5.00 co-pay
2. Labor Health with one dollar (\$1.00) prescription co-pay.
3. Univera Healthcare Plan (HCP)
4. Independent Health Association Encompass A1 (Gold)
5. Independent Health Association Encompass Plus (Silver II)

Prescription Coverage: The County shall provide each employee with a \$5.00 co-pay prescription plan, except Labor Health, which will provide a \$1.00 co-pay prescription plan. It is understood that the County shall have the right to choose a sole provider of this benefit so long as comparable benefits are maintained.

Section 25.2 Dental Coverage:

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

Section 25.3 Payment for Health Insurance:

(a) The County shall pay the full cost of any lowest four (4) Plans available to employees based on premium notices received from the various providers prior to the open window period.

(b) For employees who choose not to participate in any of the four least expensive plans, the County shall contribute a monthly amount equal to the composite rate determined by adding the cost of the monthly premium for each of the four least expensive plans for a particular year and dividing by four. The employee will bear the expense of any amount in excess of this composite rate.

(c) The "Open Window Period" during which an employee may choose one of the health insurance plans will be held in January of each year, or as soon after as the County has the approved insurance rates. If an employee chooses one of the four lowest cost plans available, he or she will receive coverage in said plan without cost for the entire year following the effective date of said choice.

(d) All employees hired after January 1, 1993, shall pay ten percent (10%) of the amount the County is required to pay towards the cost of health insurance as determined in (a) or (b) above.

(e) The amount payable to employees who waive health insurance coverage is as follows: Family - \$100 per month; Single - \$67 per month.

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

Section 25.5 During the term of this Agreement, retired employees shall continue to receive any health insurance contributions currently enjoyed. Upon retirement, employees shall have the option of selecting the \$3.00 co-pay prescription plan. Should a retired employed expire, the employee's spouse may continue the health insurance coverage, upon payment each month, at the group rate to the Personnel Department.

Section 25.6 Employees who retire from County service with 10 years of County service shall be eligible for the following:

1. Employees who have a minimum of 800 hours of accumulated sick leave as of the date of retirement shall receive \$2000.00 cash or insurance coverage paid at 100% until the \$2,000.00 is exhausted, thereafter 50% paid monthly.

2. Employees who have a minimum of 1200 hours of accumulated sick leave as of the date of retirement shall receive \$3000.00 cash or insurance coverage paid at 100% until the \$3,000.00 is exhausted, thereafter 50% paid monthly.

3. Employees who have a minimum of 1800 hours of accumulated sick leave as of the date of retirement shall receive \$5000.00 cash or insurance coverage paid at 100% until the \$5000.00 is exhausted, thereafter 50% paid monthly.

Employees who retire with a minimum of twenty (20) years of service (10 years with the County) will receive \$20.00 per month above the 50%, toward their health insurance. Employees who retire with a minimum of twenty-five (25) years of service (15 years with the County) will receive \$30.00 per month above the 50%, toward their health insurance. Employees who retire with a minimum of thirty (30) years of service (20 years with the County) will receive \$40.00 per month above the 50%, toward their health insurance.

Employees retiring before the eighteenth pay period in the year 2000 shall receive the benefits as set forth in the January 1, 1996 - December 31, 1999 Agreement.

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

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

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

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

Changes in County Health Insurance Waiver Program

- 1. No Risk Feature** - County employees no longer have to wait for the annual open enrollment period to re-enter in the County paid coverage. With written notification, employees can be re-admitted in the following month.
- 2. Increased Payments** - Employees waiving family coverage will receive \$100 per month (\$45.15 per pay period) Single Coverage \$67 per month, (\$30.92 per pay period).
- 3. Continued Dental Insurance** - Employees may continue dental insurance by paying the monthly premium. This will be deducted from an employee's bi-weekly pay.

Questions and Answers About Waiver Program

Q. WHO IS ELIGIBLE?

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

Q. WHAT IS THE WAIVER PROCEDURE?

A. 1. To waive such benefits, an employee must complete WAIVER OF BENEFITS form EGB1 (Rev. 3/88), a HEALTH INSURANCE BENEFITS Form B-1 (Rev. 12/87) and submit them to their Department Health Insurance Representative. (Forms are available from the Departmental Representative.)

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

Q. CAN A WAIVER OF BENEFITS BE WITHDRAWN?

A. A WAIVER OF BENEFITS CAN BE WITHDRAWN AT ANY TIME DURING A CALENDER YEAR WITH APPROPRIATE WRITTEN NOTICE. COMPLETION

OF A NEW APPLICATION FOR GROUP HEALTH INSURANCE IS REQUIRED.

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

A. Any person whose waiver of benefits is received by Central personnel on or before the 15th day of any month will start eligibility for cash payment the first day of the following month. If received after the 15th of any month, eligibility for cash payments 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 exceptions: a temporary Blue Collar unit employee for whom the County pays 1/2 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.

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

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

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

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

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

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

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

Employee _____ DATE _____
Erie Unit of Local 815 President

DATE _____
Erie County Commissioner of Personnel

DATE _____

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

Section 25.10 Ten month employees covered by this agreement, in the school based program, shall receive full paid health insurance for the two months during which they are laid off.

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

retirement without cost to the retiree only to the extent and under the schedule listed below.

"For those employees who retire with less than one hundred sick days accumulated and who are, therefore, ineligible for the benefits listed in Section 25.6 above . . ." ALSO - the example utilized should reflect 60 days equating to two months of full paid health insurance. 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 - 95 sick days at retirement divided by 30 = 3.17 which would make the employee eligible to receive fully paid health insurance for a three month period after the retirement date.

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

ARTICLE XXVI PAY PERIOD

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

ARTICLE XXVII SALARY AND INCREMENT RULES

Section 27.1 Promotions

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

\$100.00 for promotions to Job Groups II, III, IV, V

\$150.00 for promotions to Job Groups VI, VII, VIII, IX

\$200.00 for promotions to Job Groups X, XI, XII, XIII,

\$250.00 for promotions to Job Group XIV and higher above the salary paid to the employees at the time of promotion.

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

Section 27.2 Demotions

A permanent employee who accepts appointment to a position that is in a job group lower than the job group of the position in

which he is serving shall, upon appointment to the lower positions, receive a salary at the increment step in the salary range in the lower job corresponding to the increment step reached in his former position. If the employee formerly held the lower position, all increments received in the higher and lower position, shall be used in computing increment placement in the lower step.

Section 27.3 Reinstatement

1. A permanent competitive class employee who has been laid off and subsequently reinstated from a preferred list pursuant to Civil Service Rules shall be reinstated at the same salary step as received at the time of layoff.

2. A permanent employee who has resigned and is subsequently reinstated pursuant to Civil Service Rules may be reinstated at the same salary step received at the time of resignation if reinstated to same position held at the time of resignation.

3. An employee who is promoted temporarily or provisionally to a higher position and who is returned to his position in a lower grade, shall upon return to the lower position, receive a salary had he continued to serve continuously in that position.

Section 27.4 Reallocation

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

Section 27.5 Reclassification

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

Section 27.6 Temporary Assignments

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

Section 27.7 Leave of Absence – Military

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

2. Military Leave, pursuant to Section 243 of the Military Law, shall be deemed actual service for the purpose of eligibility for annual increments. Employees will also accumulate seniority while on authorized military leave; however, employees will not earn fringe benefits during this period of authorized military leave.

Section 27.8 Increments

1. Increments are recommended by the appointing authority on the basis of merit and recognition for measuring up to the department's work performance and attendance standards. A County wide and uniform merit and recognition system as established by the employer shall be used.

2. Increments, if granted, shall be effective either January 1 or July 1. Employees appointed or promoted to a position shall be eligible for their first increment upon approval by the appointing authority after six (6) months of actual service on January 1 or July 1 as the case may be. Employees will be eligible for subsequent increments upon approval by the appointing authority on a yearly basis provided they have a minimum of nine (9) months of actual service since receiving their last increment.

3. If an employee who holds a permanent position is serving in another position on a temporary or provisional basis, he shall be eligible for increments in that other position provided he has met the actual service requirements in that position. However, if such employee resigns, is laid off, terminated or otherwise leaves that other position and is at some future time appointed to that other position, the actual service requirements shall be based upon the date of reappointment with no credit for any prior time spent in such position.

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

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

The County will not be arbitrary or capricious in denying increments.

Section 27.9 Longevity Pay

1. An employee shall be eligible for the first longevity increment after completing a total of nine (9) years of continuous service with the County and a minimum of five (5) years actual service at the maximum increment step of the job group.

2. All employees receiving the first longevity increment and who serve an additional period of four years actual service in the same job group will receive a second longevity increment.

3. Again, on the completion of another four years of actual service, in the same job group, the employee will receive a third longevity increment.

4. Again on the completion of another four years of actual service, in the same job group the employee will receive a fourth longevity increment.

5. Effective January 1, 2000, the County shall create a fifth longevity step. Any employee who has been on the fourth longevity step for three years or more shall be moved to the fifth step. Any employee who has been on the fourth longevity step less than three years will move to the fifth step after three years on longevity step four.

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

7. Because of the payroll procedures that enable the County to have a regular pay day throughout the year, the increment eligibility period and payroll periods may not 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.

8. Effective January 1, 2001, the four (4) year reference in paragraphs 2, 3, and 4 above shall be changed to three (3) years.

Section 27.10 New Appointments

1. An employee appointed to a position in class title shall be paid the minimum rate established for the class appearing in the Plan of Class Titles and Salary Ranges; except:

2. Where recruitment difficulties are sufficiently substantiated, an appointed officer may request an appointment beyond the first step established for the position. However, such request must receive prior authorization by the County Executive and the Commissioner of Personnel before appointments can be made.

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

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

(c) For the purpose of computing an employee's eligibility to move to step 2, employees shall be credited with time worked at both the probationary rate and at the step one rate. It is agreed and understood that payment of the probationary rate will not effect an employee's movement throughout the incremental system under Article XXVII.

ARTICLE XXVII JOB POSTING

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

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

(a) The exercise by the County of its right to reassign employees throughout the County. If the County exercises its right to reassign employees throughout the County, such reassignment shall be made from among any qualified employee who requests in writing to fill the position within seven (7) calendar days following the date of posting. If the County elects to reassign employees and does not reassign from the request filed in the seven day period, such reassignment may be subject to the grievance procedure.

(b) The exercise of any shift preference rights provided in this agreement.

(c) The exercise of any Intradepartmental Transfer (within the same department) provided for in this Agreement.

(d) Recall rights of an employee.

(e) The exercise of any Interdepartmental Transfer (between departments) provided for in this Agreement.

(f) Promotion procedures provided for in this Agreement.

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

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

Section 28.5 Promotions

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

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

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

Section 28.6 Probationary Period

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

The probationary term for every permanent appointment to a permanent position from an open competitive or promotional civil service list and every original appointment and promotional appointment to a position in the non-competitive or labor class, shall be for a probationary term of not less than 8 nor no more than 26 weeks.

The probationer shall be advised by his supervisor as to his status and progress. If found to be unsatisfactory, 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.

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

Section 28.7 It is agreed and understood that at the Correctional Facility, the pass days listed on the posting shall not be changed for 90 calendar days following the posting and any subsequent change in pass days shall not be made in arbitrary or capricious manner.

ARTICLE XXIX SHIFT PREFERENCE

Section 29.1 After one (1) year of continuous service in the same position on a particular shift, an employee may make an application in writing, through the shift preference bidding procedures set forth below, requesting a change to another shift within the same work unit. Subject to management's right of reassignment, (in accordance with section 28.2(a) if a permanent vacancy occurs in such employee's job classification within the same work unit, such employee, if selected pursuant to the shift preference bidding procedure below shall be changed to that shift if the County determines to fill the position and maintain it on that shift. If two (2) or more employees have so requested the same shift, the one with the greatest seniority shall be given preference. Once an employee's shift has been changed pursuant to the procedure herein he may not utilize this process again for at least one (1) year from the date of his shift change.

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

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

ARTICLE XXX

INTRADEPARTMENTAL TRANSFER

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

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

ARTICLE XXXI

INTERDEPARTMENTAL TRANSFER

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

ARTICLE XXXII LAYOFF AND RECALL

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

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

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

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

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

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

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

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

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

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

Section 32.4 Notice of Layoff

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

Section 32.5 Notice of Recall

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

Section 32.6 (a) The County will be liable for any error on a separation or layoff only from the date of the filing of a written grievance bringing said errors to the County's attention.

(b) Concerning any errors in the recall of an employee, the County shall be liable only from the date of filing a written grievance bringing said error to its attention to the date the County notifies the employee to return to work.

(c) A laid off employee who is recalled within two (2) years in any position will have any accumulated sick leave, personal leave and/or compensatory time credits restored.

ARTICLE XXXIII GRIEVANCES AND ARBITRATION

Section 33.1 General

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

Service of the County of Erie.

2. The CSEA representative shall be permitted to participate in the activity and progress of any grievance in each stage through the final decision, all other labor organizations will be excluded from the grievance procedure involving the unit covered by this Agreement.

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

Section 33.2 Definitions

1. "Grievance" shall mean any claimed violation, interpretation or inequitable application of this Agreement and any County rule or regulation as amended from time to time other than the Rules for the Classified Civil Service of the County of Erie. This term shall not include any matter involving any employee's rate of compensation (except merit increment increases), retirement benefits, or any other matter which is otherwise reviewable pursuant to law.

2. "Day" refers to calendar day and not workday.

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

Section 33.3 Rights of the Parties

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

2. The President of the Erie Unit shall receive a copy of any written grievance and any decision rendered in the grievance procedure.

3. The County, Union and/or grievant shall have the right to submit briefs to support or refuse allegations of any party.

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

5. The time limits set forth in this article are of the essence. They may, however, be extended by mutual agreement of the parties. The failure of the grievant to proceed within the time limit set forth shall terminate the grievance at that step. The failure of the County to answer within the time limits set forth will entitle the

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

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

Section 33.4 Grievance Procedure

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

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

Section 33.5 Arbitration Procedure

1. If the Union Committee in Step 2 of the grievance procedure is not satisfied with the disposition of the grievance rendered by the County Labor Relations Committee at such second step meeting, such decision may be appealed to arbitration within sixty

(60) days of disposition.

2. The arbitrator may be selected by mutual agreement between the parties.

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

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

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

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

ARTICLE XXXIV DISCIPLINE AND DISCHARGE

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

The following procedures shall be utilized for disciplinary and discharge matters for misconduct, or unsatisfactory work performance for all employees.

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

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

Section 34.3 Procedure

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

Step 2. If the Union is not satisfied with the decision of the Director of Labor Relations, the Labor Relations Specialist of the Union may request arbitration within sixty (60) working days from the date of receipt of the Step 1 decision by notifying the Director of Labor Relations that the Union is proceeding to final and binding arbitration. When the Union invokes its right to arbitration, the arbitrator whose name appears on the list of arbitrators jointly selected by the Union and the Employer to hear discipline cases below the name of the arbitrator who heard the last case shall be called. If the arbitrator called to hear a case indicated he cannot hear the case or issue a decision within the time period specified herein, the parties shall call the next arbitrator on the list until an arbitrator is called who can hear the case and issue a timely decision. An arbitrator who agrees to allow his name to be placed on the list shall hear the discipline or discharge cases within ten (10) working days from the date he is called and shall render an award and decision within ten (10) working days from the date post-hearing briefs are submitted to him. The decision of the arbitrator shall be final and binding on all parties to the proceeding. All fees and expenses of the arbitrator shall be shared equally by the employer and the Union.

Section 34.4 Selection of panel of arbitrators.

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

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

The duty of the arbitrator shall be to determine the guilt or innocence of any employee and the appropriateness of the proposed penalty. If the arbitrator finds the proposed penalty is inappropriate, he or she may devise a new remedy but shall not under any

circumstances, increase the penalty sought by the employer. Disciplinary arbitrators shall neither add to, subtract from or modify the provisions of this agreement.

Section 34.6 Basic Principles

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

Section 34.7 Service of Notice of Discipline

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

**ARTICLE XXXV
PERSONNEL FILES**

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

Section 35.2 No materials will be placed in an employee's personnel file until the employee has been given the opportunity to read the contents and attach any comments he 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 approval by the employee of the contents of such document. If the employee refuses to initial any document after having been given an opportunity to read the same, a statement to that effect should be affixed to the document. Upon written request, an employee should receive, at his own expense, a copy of any material in such employee's personnel file.

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

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

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

ARTICLE XXXVI WAGES

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

Section 36.1 Effective January 1, 2000 each employee covered under this contract shall receive an increase in pay of two and three quarters (2.75) percent as added to the salary schedule in effect in 1999. Increments continue to be paid according to Section 27.8 and 27.9 of this Agreement.

Section 36.2 Effective January 1, 2001, each employee covered under this contract shall receive an increase in pay of three and one quarter (3.25) percent as added to the salary schedule in effect 2000. Increment shall continue to be paid according to Section 27.8 and 27.9 of this Agreement.

Section 36.3 Effective January 1, 2002, each employee covered under this contract shall receive an increase in pay of three (3) percent as added to the salary schedule in effect in 2001. Increments shall continue to be paid according to Section 27.8 and 27.9 of this Agreement.

Section 36.4 Effective January 1, 2003, each employee covered under this contract shall receive an increase in pay of three (3) percent as added to the salary schedule in effect in 2002. Increments shall continue to be paid according to Section 27.8 and 27.9 of this Agreement.

ARTICLE XXXVII REGULAR PART-TIME EMPLOYEES

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

ARTICLE XXXVIII TRAVEL POLICIES AND PROCEDURES

Section 38.1 Transportation Reimbursement

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

Section 38.2 Travel Policies

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

ARTICLE XXXIX GENERAL PROVISION

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

Section 39.2 A uniform allowance of seven hundred fifty and 00/100 (\$750) dollars per annum will be paid to all corrections personnel on July 1st yearly. Corrections Personnel shall include Corrections Officers, Corrections Sergeants, Corrections Lieutenants, Corrections Captains, and Chief of Security.

Section 39.3

a) Any Employee at the Erie County Medical Center shall receive stand-by pay as defined in Memorandum of Agreement prepared November 15, 1993 for employees of the Erie County Medical Center (with the exception of those covered by the 1990 OR (Operating Room) agreement).

b) All other employees required to carry a beeper shall be eligible for standby pay provided they meet the requirements set forth in Section C below. The reimbursements shall be \$35.00 per week.

c) Such standby pay shall not be transferable and shall be paid only to the employee officially scheduled and approved by the Department Head. Should an employee not be available for call-in or respond to the call-in for any reason, standby pay shall be forfeited and shall not be paid for that week. For purposes of this Article, a complete week shall contain seven (7) consecutive calendar days. Payment of call-in pay shall not affect standby pay. Supervisors shall schedule employees for seven (7) consecutive calendar days.

d) If the employer assigns additional employees or requires employees in other departments to be on standby and carry beepers as set forth in subdivisions (a) and (c), then, the employer shall pay such employees for standby service in accordance with this section 39.3.

Section 39.4 Correction Officers including Sergeants, Lieutenants, Captains, Chief of Security, and Medical Aides covered by this agreement will report for work fifteen minutes prior to the commencement of their tours of duty. Employees who are so ordered and who do so report, shall receive time and one-half their regular hourly rate for such time. It is understood that in no event shall such line-up time be considered in any way as overtime or be included as hours worked for the purposes of computing overtime liability. Line-up time shall not be paid for any absences during which the employee does not report for work, nor shall it be paid if the employee does not report.

Section 39.5 Any employee who notifies the department head that he or she is considering transferring to a grant program or who may be assigned within the confines of a grant program shall be notified of his or her rights under the Civil Service Law.

Section 39.6 The County Department of Law and the Department of Insurance will meet with a committee of three CSEA members to discuss and attempt to work out liability insurance coverage as it applies to employees who are required to transport clients in their personal automobiles.

Section 39.7 It is agreed and understood that for the purposes of invoking the provisions of Articles 15, 28, 29, 30 and 31, seniority shall be defined as the date of permanent appointment at the Correctional Facility for all Correction Officers in all ranks.

Section 39.8 Employees who work at ECC may be permitted to take courses at no cost on a space available basis upon application to and authorization from the Academic Dean.

Section 39.9 Weekends for the purpose of this clause at the Erie County Medical Center Network are defined as beginning at 11 p.m. Friday and ending at 11 p.m. Sunday. LPNs working on a night variable shift shall have the weekend defined as beginning Friday of a regularly scheduled shift through the completion of the end of their regularly scheduled weekend assignment. The Erie County Medical Center Network will grant LPN's twenty-six (26) weekends off in a calendar year, he or she shall receive a bonus equal to three dollars (\$3.00) per hour for all such excess weekend hours. The Erie County Medical Center Network shall have the right to schedule an LPN to work up to a maximum of three weekends in a row. Calendar year begins upon date of implementation.

Section 39.10 Housing for Park Superintendents.

The maximum rent for park superintendents during the term of this agreement will be \$270 per month. Effective December 31, 1995 these employees will pay for the utilities associated with their County owned housing.

Section 39.11 It is understood that County owned vehicles are assigned for the efficient operation of County government. Twenty-four hour a day assignment of such vehicles may be changed by management upon forty-eight (48) hours notice to the employees and any such assignment shall not be considered a past practice.

Section 39.12 A joint committee of employees and management will be formed to make recommendations regarding dress standards in certain job titles or functions. However, no implementation of any dress code will occur without prior negotiations and agreement with the union.

Section 39.13 The County will not share in the cost of printing the contract and will purchase any contracts it needs on a cost per copy basis.

Section 39.14 IT IS HEREBY AGREED that the following exceptions to the normal contract language shall apply to the Erie County Correctional Facility.

A correction officer working the shift beginning at 4 PM and ending at Midnight who works any consecutive hours overtime past midnight shall be paid overtime at the rate of time and one-half for all such hours even if he or she has used a pre-approved personal leave day or pre-approved sick time during the work week. If this occurs on the last shift of any work week and the Officer takes the next day off, the hours in question shall still be paid at the overtime rate providing said absences is either a regularly scheduled day off or the time off has been previously approved.

Section 39.15 Worker's Compensation

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

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

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

In certain cases where specific injuries or special awards as

made on other than the normal 2/3rds of weekly wages (subject to maximum benefit prescribed by law) the same formula shall be applied after the formal award of such benefits has been presented to the County.

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

2. Any employee 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 17.4 if the employee meets the continuous service requirements. Upon exhausting all leave credits under Section 17.4, the County will extend health insurance benefits for a maximum of twelve (12) months, provided the employee continues to be certified as disabled by the NYS Workers' Compensation Board.

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

Section 39.16 Erie Community College Courses

The parties recognize that admissions to the Community College are completely and absolutely the responsibility of the Board of Trustees. The County of Erie and the Legislature are responsible for providing funds, and not for admission policies. The Director of Labor Relations will recommend to the President of the College that he meet and discuss with CSEA their proposals concerning admission and attendance at Erie Community College. This meeting shall be held no later than ninety days following ratification of this Agreement by the Erie County Legislature

ARTICLE XL

ENTIRE MEMORANDUM OF AGREEMENT

This Agreement constitutes the entire Agreement between the parties and no verbal statement shall supercede any of its provisions. Any amendment supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto. The parties further acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by the law from the areas of collective bargaining and that the understandings and agreement arrived at by the parties after the exercise of that right and the opportunity are set forth in the Agreement. Therefore, the County

and the Union for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject may not have been within the knowledge and contemplating of either or both of the parties at the time that they negotiated or signed this Agreement. Waiver or any breach of this Agreement by either party shall not constitute a waiver or any future breach of this Agreement.

**ARTICLE XLI
SAVINGS CLAUSE**

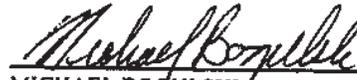
Section 41.1 If the enactment of legislation, or a determination by a court of final jurisdiction (whether in a proceeding between the parties or in one based on a similar state of facts) invalidates any portion of this Agreement, it shall not affect the validity of the rest of this Agreement, which shall remain in full force according to its terms in the same manner and with the same effect as if such valid portion has not originally been included herein.

**ARTICLE XLII
EFFECTIVE DATE AND DURATION**

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 1999.

Erie Unit of Local No. 815 The County of Erie
Civil Service Employees Assoc. Inc.

 11/30/99
MICHAEL BOGULSKI (Date)
President, CSEA, Erie Unit, Local 815

Vincent P. Sicari 11/30/99
VINCENT P. SICARI (Date)
Labor Relations Specialist, CSEA Inc.

Dennis T. Gorski 12/2/99
DENNIS T. GORSKI (Date)
Erie County Executive

Michael Connors 12/2/99
MICHAEL CONNORS (Date)
Director of Labor Relations

Stephen J. Hawk 12-1-99
APPROVED AS TO FORM

MEMORANDUM OF AGREEMENT

IT IS HEREBY AGREED, by and between the County of Erie and CSEA that the following shall be applicable to the Corrections Officers employed by the County:

1. Effective January 1, 2000 Section 13.3 of the Collective Bargaining Agreement shall no longer apply. Instead, the monetary worth of each employees three meal days as of January 1, 2000 shall be multiplied by two and said amount shall be added to the employee's base pay for all purposes.
2. It is further understood that no later than January 15, 2000, there shall be a committee of four (4) persons appointed, 2 by the President of CSEA and 2 by the County Executive to meet and confer regarding the issue of disparity, if any, existing between the compensation paid Corrections Officers and that paid Deputy Sheriff - Officers. Although these conferences shall not be considered as negotiations, both parties agree to make a good faith effort to solve any and all problems which may be disclosed as a result of the work of the Committee.
3. The terms of this Agreement shall be contingent upon an affirmative vote of the employees affected, which vote shall be held within two (2) weeks of the signing of this Memorandum of Agreement by each party.

MEMORANDUM OF AGREEMENT

IT IS HEREBY AGREED, by and between the County of Erie and CSEA that the meal days for Correction Officers will be handled as follows:

1. Effective December 31, 1999, the practice of comp meal days shall cease effective December 31, 1999.
2. Any Correction Officer with nine months or more accumulated since his/her previous anniversary date shall be credited with three meal comp days.
3. Any Correction Officer with less than nine months since his/her previous anniversary date shall be credited with meal comp days pro-rated since the previous anniversary date. For example, a Correction Officer with six months since the previous anniversary date will receive one and one-half comp meal days.

APPENDIX A WHITE COLLAR TITLE LISTINGS

Account Clerk	04
Account Clerk (Parks)	04
Account Clerk (Social Services) 55A	04
Account Clerk-Typist	04
Account Clerk-Typist	04
Account Clerk-Typist (ECC) 55	04
Accountant	09
Accountant Auditor	09
Accountant Analyst	09
Address Verifier	04
Administrative Aide-Athletics	06
Administrative Assistant	09
Administrative Assistant (Enviro. & Plan.)	09
Administrative Assistant RAD	09
Administrative Assistant - Sewerage Management	09
Administrative Clerk	07
Administrative Clerk (PERS)	07
Administrative Clerk (Spanish Speaking)	07
Administrative Clerk - Library	07
Administrative Clerk - Operating Room	07
Administrative Consultant	14
Administrative Control Clerk	07
Administrative Control Clerk (ECMC) 55A	07
Administrative Control Clerk (RPT)	07
Administrative Coordinator - District Attorney	10
Administrative Coordinator RAD	11
Administrative Director	13
Administrative Director - Services	13
Adolescent HIV Education Coordinator	08
Adoption Recruitment Specialist	10
Alcoholism Counselor	09
Alcoholism Counselor (ECMC) 55B	09
Alcoholism Counselor Intern	01
Alcoholism Program Analyst	09
Anesthesiology Technician	05
Application Software Specialist	12
Application Systems Specialist	12
Appointment Control Clerk	08
Architect	14

Architectural Draftswoker	09
Art & Printing Supervisor	08
Arts & Crafts Instructor	08
Assistant Application Systems Specialist	10
Assistant Architect	11
Assistant Auditor Comp 55	07
Assistant Auditor	07
Assistant Bus Crd Er In	09
Assistant Chief Medical Records Administrator	10
Assistant Chief Psychiatrist	17
Assistant Chief Radiologic Technologist	17
Assistant Civil Engineer	11
Assistant Communications Manager	11
Assistant Community Contract Services Specialist	10
Assistant Confidential Aid (District Attorney)	03
Assistant Coordinator, Children w/Special Needs	09
Assistant Coordinator Early Inter	
Assistant Coordinator ED SR HND CH	
Assistant Coordinator Energy Assistance Program	08
Assistant Coordinator - Fire Safety	09
Assistant Coordinator Hazardous Materials Plan Program	09
Assistant Coordinator Home Health	
Assistant Coordinator Home Health RPT	11
Assistant Coordinator of Neighborhood Services	10
Assistant Coordinator Respiratory Therapy Services	09
Assistant Coordinator Senior Volunteers	10
Assistant Coordinator - Stop DWI	09
Assistant Detention Social Worker	09
Assistant Detention Social Worker (RPT)	09
Assistant Coordinator, Clinical Biochemistry	16
Assistant Director, Clinical Microbiology	16
Assistant Director, Clinical Pathology	18
Assistant Director - Children w/Special Needs	10
Assistant Director - Administration	15
Assistant Director - Administration (ECMC)	14
Assistant Director Family Advance Cpe	13
Assistant Director of Imaging Services	11
Assistant Director of Marketing (ECMC)	12
Assistant Director of Pharmacy	14
Assistant Director of Weights and Measures	10
Assistant Director Social Work Services	12
Assistant Director Social Worker RPT	9

Assistant Director - S.P.D.	11
Assistant Elections Office Manager	11
Assistant Electrical Engineer	11
Assistant Environmental Quality Engineer	12
Assistant Fiscal Mg Hd Pr	09
Assistant Food Service Manager	08
Assistant Forensic Chemist	10
Assistant Home Economist	07
Assistant Housing Specialist	08
Assistant Information Systems Specialist	10
Assistant Library Display Artist	05
Assistant Nutritionist	08
Assistant Ophthal Photo	06
Assistant Planner	08
Assistant Project Coordinator	09
Assistant Project Coordinator. Victim/Witness Program	09
Assistant Project Director (Nutrition Prog.-Elderly)	09
Assistant Project Engineer	09
Assistant Project Engineer - Construction	09
Assistant Public Health Engineer	12
Assistant Sanitary Engineer	12
Assistant Sewer District Manager	11
Assistant Solid Waste Recycling Specialist (RPT)	09
Assistant Special Investigator (Social Services) 55A	07
Assistant Superintendent of Programs	
Assistant Supervisor of Cleaning Services	10
Assistant Supervisor of Records	07
Assistant Supervisor Transportation & Electric	11
Assistant Supervisor - Detentions Aftercare Program	06
Assistant Supervisor - Operations & Maintenance	12
Assistant Tech	
Assistant Tech Spec Com	06
Assistant Toxicologist	09
Assistant Civil Engineer	15
Assistant Employment Counselor	11
Associate Engineer Environmental Compliance	15
Associate Public Health Engineer	15
Associate Public Health Sanitarian	14
Associate Real Property Assessor Liaison	12
Attending Physician	15
Attending Physician (RPT)	15
Attending Physician (Home & Infirmary)	15

Attending Physician Consultant (RPT)	15
Attending Psychologist (RPT)	15
Audio Visual Assistant	04
Audiometer Technician	04
Auditor	09
Auxiliary Services Manager	08
Bail Information Specialist	06
Blood Bank Supervisor	09
Book Store Supervisor (PT) Hourly	
Branch Manager - Auto Bureau	10
Business Coordinator, Children w/Special Needs	11
Buyer	11
CAD Operator / Survey Technician	08
Calculating Machine Technician	06
Capital Facilities Planner	13
Case Aide	06
Case Aide (ECMC) 55A	06
Case Manager Early Intervention Services (Spanish)	07
Case Manager Early Intervention Services	07
Case Manager Pre-Trial Services (Spanish Speaking)	07
Case Manager - Intensive Addiction Services	10
Case Manager - Senior Services	07
Case Manager - Senior Services (Spanish Speaking)	07
Caseworker	07
Caseworker (Health) 55B	07
Caseworker (Social Services) 55B	07
Caseworker (Spanish Speaking)	07
Caseworker Early Intervention Services (55A)	07
Caseworker - Aids Center	07
Cashier	06
Cashier (Registrar)	07
Certified Occupational Therapist Assistant	06
Certified Occupational Therapy Assistant (RPT)	06
Certified Ophthal Technician	07
Certified Ophthalmic Technologist	10
Chap Coordinator	07
Chaplain	11
Chaplain RPT	11
Chief Accountant Clerk	07
Chief Accountant Clerk (RPT)	07
Chief Accountant (Health)	12
Chief Accountant (Mental Health)	12

Chief Accountant (Social Services)	12
Chief Bacteriologist	12
Chief Biochemist	12
Chief Biochemistry Technician	09
Chief Book Processing Supervisor	07
Chief Confidential Criminal Investigator (Accountant)	13
Chief Confidential Criminal Investigator	12
Chief County Toxicologist	16
Chief Data Processing Control Clerk	08
Chief Dietitian	12
Chief Electric Clerk Custodian	09
Chief Fiscal Analyst	12
Chief Hematologist	12
Chief Hematology Technician	09
Chief Histocompat	16
Chief Histotechnologist	09
Chief Identification Officer	10
Chief Library Clerk	07
Chief Medical Record Administrator	11
Chief of Ophthalmology (RPT)	19
Chief of Security Services Correctional Facility	13
Chief Planner	15
Chief Purchasing Clerk	08
Chief Radiologic Technologist	12
Chief Record Clerk	08
Chief Registrar	11
Chief Security Officer	12
Chief Sec Srv Cf	13
Chief Serologist	12
Chief Sewage Treatment Plant Operator	10
Chief Social Welfare Examiner	12
Chief Stationary Engineer	09
Chief Tax Clerk	12
Chief Virology Technician	09
Chief Wastewater Treatment Plant Operator	10
Child Advocate Specialist (District Attorney)	10
Child Assistance Program Coordinator	12
Child Protective Clinical Specialist	11
Child Protective Coordinator	12
Child Protective Team Leader	11
Child Protective Worker	08
Child Protective Worker (Spanish Speaking)	08

Child Psychologist	12
Child Serology Technician	12
Child Support Investigator	07
Child Support Operations Manager	13
Child/Family Alcoholism Specialist	10
Claims Representative	11
Clerk	01
Clerk (RPT)	01
Clerk (EMCM) 55B	01
Clerk (REVAL)	01
Clerk (Social Services) 55B	01
Clerk Stenographer	02
Clerk Stenographer (ECC) 55B	02
Clerk Stenographer (Public Works) 55A	02
Clerk Typist	01
Clerk Typist (ECMC) 55B	01
Clerk Typist (RPT)	01
Clerk Typist (REVAL)	01
Clerk Typist (Social Services) 55B	01
Clerk Typist (Spanish Speaking)	01
Clerk Typist (Youth Services) 55A	01
Clinical Coordinator Opth	10
Clinical Perfusionist	15
Clinical Psychologist (ECMC)	12
Clinical Psychologist (ECMC) RPT	12
Clinical Psychologist (Youth Services) 55A	12
Col Minicomp Sft Sp	07
Collector	07
College Minicomputer Software Specialist	12
Commitments Clerk	07
Communications Center Coordinator	09
Communications Manager	13
Communications System Specialist	12
Community Center Assistant	06
Community Contract Services Specialist	12
Community Mental Health Specialist	10
Community Mental Health Technician	06
Community Mental Health Technician (RPT)	06
Community Outreach Specialist	09
Community Outreach Specialist - Stop DWI	09
Community Planning Coordinator	16
Community Relations Specialist (Spanish Speaking)	12

Community Resource Specialist	10
Community Service Sentencing Project Aide	06
Community System Specialist (Social Services)	09
Computer Operator	07
Computer Operator (RPT)	07
Computer Programmer	08
Confidential Aide Criminal Investigator	10
Confidential Aide District Attorney	06
Confidential Criminal Investigator	10
Confidential Investigator (County Attorney)	10
Confidential Investigator (Pre Trial Services)	10
Confidential Investigator (RPT)	10
Confidential Investigator (Workers Compensation)	10
Confidential Investigator of Accounts	07
Construction Project Manager (Buildings)	14
Contract Monitor Community Development	11
Contract Monitor Community Development (RPT)	11
Contract Monitor (Senior Services)	11
Contracts Administrator	09
Control Clerk (STAC)	04
Coordinator Advanced Life Support Systems (EMS)	10
Coordinator Aids Educational and Control	12
Coordinator Alcohol Abuse Services	14
Coordinator Criminal Justice User Services	11
Coordinator Desk Top Computer Services	12
Coordinator Drug Abuse Services	14
Coordinator Emergency Alcoholism Program	11
Coordinator Environment Assistant Program	11
Coordinator Industrial Assistance Program	14
Coordinator, Mental Health Services	14
Coordinator Multi Purpose Centers	11
Coordinator of Environmental Compliance Services	13
Coordinator of Grant & Program Administrator (E&P)	13
Coordinator of Home Energy Assist. Program (Sen. Serv.)	11
Coordinator of Neighborhood Services	13
Coordinator of Statistics and Mapping	12
Coordinator of Support Services	12
Coordinator of Volunteer Training & Development	08
Coordinator Pat Accounts	09
Coordinator Pollution Prevention Program	14
Coordinator Rehabilitation Serv. (Home Health Care)	12
Coordinator Rehabilitation Serv. (Youth)	12

Coordinator Rehabilitation Serv. (Youth) RPT	12
Coordinator Respiratory Therapy Services	11
Coordinator Retardation & Development Services	14
Coordinator Senior Volunteers Aged	11
Coordinator Sewer Construction Projects	14
Coordinator Spinal Cord Unit	13
Coordinator Surgical Materials Management	13
Coord. Communication & Assistance Lab. - RPT	11
Coordinator Violence and Victimization Program	09
Correction Captain	12
Correction Lieutenant	11
Correction Officer	09
Correction Officer (Correctional Facility) 55B	09
Correction Officer (Spanish Speaking)	09
Correction Sergeant	10
Correctional Counselor	11
Correctional Facility Medical Aide	06
Counsel-Social Services	14
Court Social Worker	10
Custodian of Buildings & Grounds	12
Cytotechnologist	07
Data Analyst Psychology (RPT)	10
Data Base Administrator	14
Data Center Supervisor (ECMC)	10
Data Entry Operator (REVAL)	04
Data Processing Control Clerk (PER) 55B	05
Dental Laboratory Technician	07
Digital Systems Engineer	11
Data Entry Operator	04
Data Entry Operator (REVAL)	04
Data Entry Operator (ECMC) 55A	04
Data Entry Operator (Social Services) 55B	04
Data Entry Supervisor	08
Data Processing Control Clerk	05
Data Processing Control Clerk (CPS)	61
Data Processing Control Clerk (District Attorney)	60
Data Processing Control Clerk (PER) 55B	5
Data Tax Clerk	09
Database Administrator	14
Day Care Program Coordinator	11
Decision Support Specialist	07
Dental Hygienist	05

Dental Hygienist (RPT)	05
Dental Laboratory Technician	07
Dental Laboratory Technician (RPT)	07
Dentist (ECMC)	15
Dentist (ECMC) RPT	15
Dentist (Regular Part-Time)	14
Deputy County Sealer	08
Detention Home Intake Worker	08
Detention Recreation Coordinator	08
Detention Shift Supervisor	10
Detention Social Worker	10
Dialysis Technician	04
Dietician Consultant	11
Digital Systems Engineer	11
Director Home Health Review	13
Director of Botanical Gardens	14
Director of Business Assistance	14
Director of Energy Programs	13
Director Home Health Review	13
Director of Hospital Information System	16
Director of Imaging Services	13
Director of Legal Assistance to the Disabled	15
Director Managed Care	13
Director of Medical Records (ECMC)	13
Director of Pastoral Care	13
Director of Planning and Evaluation	15
Director of Public Relations & Communications	14
Director of Purchasing (ECMC)	14
Director of Recreational Activities Long Term Care ECMC	8
Director of Recreational Activities	10
Director of Rehabilitation Services (ECMC)	15
Director of Services to Children w/Special Needs	13
Director of Social Services	11
Director of Staff Relation / Human Services	11
Director of Volunteers	08
Director Child Preventive Services	13
Director Medicaid Reform	13
Discharge Planner	07
Discharge Planner (RPT)	07
Discharge Planner Rehabilitation Services	07
Document Clerk	05
Drug Counselor	09

Drug Counselor RPT	09
Drug Counselor AIDS Center	09
Echocardiograph Technician	08
Economic Development Specialist	12
EDP Auditor	13
Educational Counselor	10
Election Canvas Clerk	06
Election Clerk	06
Election Deputy	07
Election Printing Clerk	09
Elections Office Manager	12
Electrocardiographer Technician	05
Electroencephalographic Technician	05
Electronic Equipment Mechanic	07
Electronic Instrumentation Mechanic	07
Electronics Technician - Medical	09
Electronics Technician - Wastewater Facilities	09
Emergency Care Specialist I RPT	16
Emergency Care Specialist II RPT	16
Emergency Service Coordinator	09
Employee Assistance Counselor	10
Employment Counselor	09
Employment Counselor (Social Services) 55A	09
Employment Counselor (Spanish Speaking)	09
Employment Support Aide	03
Energy Crisis Assistance Workers #1	01
Energy Crisis Assistance Workers #2	03
Energy Crisis Assistance Workers #3	07
Energy Crisis Assistance Workers #3 (RPT)	05
Energy Service Aide (Senior Services) 55A	06
Engineering Assistant	04
Engineer Assistant (Environment & Plans) 55A	04
Engineering Draftworker	07
Environment Intern	01
Environmental Compliance Specialist	12
Environmental Education Specialist	09
Environmental Specialist Agricultural	12
Environmental Hazardous Waste	09
Environmental Hazardous Waste (RPT)	09
Environmental Energy Conservation (RPT)	09
Epidemiologist	13
Evidence Clerk	06

Executive Assistant	10
Executive Assistant (Laboratory)	10
Executive Housekeeper	11
Expediter	06
Farm Supervisor	10
Financial Analyst - ECOM	13
Firearms Examiner	10
Fiscal Analyst	09
Food Service Manager	09
Forensic Chemist (CPS)	12
Forensic Mental Health Assistant	05
Forensic Mental Health Specialist I	10
Forensic Mental Health Technician	07
Forensic Serologist	12
Forensic Mental Health Specialist II	12
General Practitioner	17
Grand Jury Stenographer	13
Graphic Artist	07
Head Social Welfare Examiner	10
Health Care Administrator	14
Health Care Information Systems Specialist	15
Highway Maintenance Engineer	12
Highway Systems Technician	10
Histotechnologist	07
HIV Counselor	06
HIV Counselor (Spanish Speaking)	06
HIV Training Assistant	06
Home Economist	08
Hospital Account Collector	05
Hospital Budget Clerk	06
Hospital Insurance Clerk	04
Hospital Insurance Clerk (RPT)	04
Hospital Social Worker	10
Hospital Social Worker (ECMC) 55A (RPT)	10
Hospital Social Worker (ECMC) 55B	10
Hospital Social Worker Aide	04
Hospital Social Worker Aide (RPT)	04
Hospital Social Worker (RPT)	10
Hospital Social Worker Aids Center	10
Hospital Systems Coordinator	11
Hospital Utilization Review Clerk	04
Housing Inspector	08

Housing Insurance Resource Supervisor	09
Housing Rehabilitation Specialist	09
Identification Officer	08
Identification Officer (Correctional Facility) 55B	09
Industrial Arts Instructor	07
Industrial Arts Instructor (Correction Facility) 55A	07
Industrial Training Supervisor	07
Industrial Waste Water Specialist	10
Infant Care Instructor (PT HOURLY)	06
Information Systems Coordinator (Library) 55A	11
Information Systems Coordinator - Library	11
Information Systems Operator	07
Information Systems Specialist	12
Information Systems Specialist (RPT)	12
Inhalation Therapy Technician	06
Inservice Education Coordinator RPT	10
Institutional Social Worker	10
Instructor Correctional Facility	08
Internist (Psychiatry)	17
Input - Output Preparation Clerk	03
Investigating Public Health Sanitarian	07
Investigative Aide	07
Investigative Aide (RPT)	07
Investigative Aide (Spanish Speaking)	07
Investigative Aide Trainee (RPT)	06
J-Fire Coordinator (PT) Hourly	06
Job Development Specialist - VRRP	08
Job Training Specialist - VRRP	06
Junior Accountant	07
Junior Administrative Assistant (Health)	08
Junior Buyer	09
Junior Cashier	05
Junior Cashier - Property Tax Services	05
Junior Database Administrator	10
Junior Election Clerk	04
Junior Engineer	10
Junior Engineer - Technical	10
Junior Environmental Spec. (Nonpoint Source Pollut.)	09
Junior Environmentalist	07
Junior Epidemiologist	09
Junior Executive Assistant (Health)	14
Junior Management Consultant	10

Junior Management Engineer - HIS	11
Junior Motor Vehicle Cashier	05
Junior Planner	07
Junior Programmer Analyst	11
Junior Programmer Analyst (Social Services) 55A	11
Junior Sanitary Engineer	10
Junior Staff Development Monitor	09
Junior Tax Account Clerk	06
Junior Tax Accountant	09
Laboratory Technician (Chemistry)	07
Laboratory Technician (Hematology & Blood Bank)	07
Laboratory Technician (Microbiology)	07
Laboratory Assistant	05
Laboratory Assistant (RPT)	05
Laboratory Technician	07
Laboratory Technician (Chemistry) RPT	07
Laboratory Technician (Environmental Chemistry) RPT	07
Laboratory Technician (Hema/Blood Bank) 55A	07
Laboratory Technician (Microbiology) RP	07
Laboratory Technician (Public Health)	07
Laboratory Technician (RPT)	07
Laboratory Technician (Environmental Chemistry)	07
Laboratory Technician (Hematology & Blood Bank) RPT	07
Lan Administrator	12
Land Surveyor	11
Legal Data Systems Coordinator	07
Legal Stenographer	06
Library Administrator Manager	09
Library Clerk	01
Library Display Artist	08
Library Display Artist Helper (RPT)	03
Library Display Artist Helper	03
Licensed Practical Nurse	04
Licensed Practical Nurse (RPT)	04
M.D. Fellow-Neurosurgery	13
M.D. Fellow-Orthopedic	13
Magnetic Tape Librarian	07
Mail Clerk	01
Maintenance Supervisor	12
Maintenance Training Supervisor - Correctional Facility	07
Mammography Technologist	08
Mammography Technologist RPT	08

Managed Care Representative	08
Management Systems Consultant	15
Manager Information Processing	15
Manager Systems & Programming	15
Manual Arts Instructor	08
Master Scheduler	10
Materials Management Clerk - Operating Room	05
Medicaid Auditor	07
Medicaid Reform Monitor	10
Medical Reform Specialist	06
Medical Reform Specialist (Spanish Speaking)	06
Medical Care Administrator	13
Medical Librarian	09
Medical Office Assistant	04
Medical Office Assistant (RPT)	04
Medical Photographer	07
Medical Record Administrator	08
Medical Record Administrator (RPT)	08
Medical Records Librarian	08
Medical Record Technician	06
Medicaid Reform Specialist (Spanish Speaking)	06
Medical Social Worker	09
Medical Social Worker (AIDS Center)	09
Medical Social Worker (Public Health)	09
Medical Specialist	17
Medical Specialist (RPT)	17
Medical Transcriptionist	05
Mental Health Program Analyst	09
MERS Coordinator	07
Microfilm Operator	04
Microfilm Operator (Central Services) 55B	04
Monitor Systems Technician	10
Morgue Keeper	05
Mortgage Tax Examiner - Cashier	09
Motor Vehicle Cashier	06
Motor Vehicle Registration Clerk	04
Motor Vehicle Registration Clerk (County Clerk) 55B	04
Network Coordinator CPS	13
Network Manager	15
Nuclear Medicine Technologist	08
Nutrition Coordinator	09
Nutritionist	10

Occupational Therapist	10
Occupational Therapist (RPT)	10
Occupational Therapist Supervisor	12
Ombudsman	12
Outreach Aide Senior Services	06
Outreach Worker	07
Operating Room Technician	04
Operating Room Technician (RPT)	04
Operations Communications Coordinator	08
Ophthalmic Photo	08
Optometrist Pt	15
Orthopedic Technician	05
Paralegal	05
Paralegal (District Attorney) 55A	05
Paralegal Collections	05
Paralegal Collection (RPT)	05
Park Superintendent	11
Past-Up Artist	03
Pathological Laboratory Worker	05
Patient Advocate	12
Patient and Community Relations Representative (AMB Care ECMC)	08
Patient Family Advanced Cpep	12
Patient Service Administrator	12
Payroll Accountant	09
Payroll Auditor	08
Payroll and Roster Clerk (PERSONEL)	05
Payroll and Roster Clerk (PERSONEL) 55A	05
Payroll Clerk	05
Payroll Clerk (College)	05
Payroll Supervisor (ECMC)	07
Personnel Clerk	06
P H Administrator II	11
Pharmaceutical Stores Clerk	07
Pharmacist	12
Pharmacist (RPT)	12
Pharmacist (ECMC)	12
Pharmacist (ECMC) RPT	13
Pharmacist (Home & Infirmary)	12
Pharmacy Resident	08
Phlebotomist	03
Phlebotomist (RPT)	03
Phototypesetting Machine Operator	04

Physiatrist	18
Physiatrist (RPT)	18
Physical Therapist	10
Physical Therapist (RPT)	10
Physical Therapist Assistant	06
Physical Therapist Assistant (RPT)	06
Physician (Regular Part-Time)	15
Physician Assistant	11
Physicist	13
Pistol Permit Supervisor	09
Planner	10
Planner Analyst HCS	11
Police Complaint Writer	05
Police Complaint Writer (CPS) 55A	05
Police Complaint Writer (Spanish Speaking)	05
Practice Manager - ECMC	09
Pre Trial Assistant (RPT)	06
Pregnancy Prevention Specialist	09
Pregnancy Prevention Specialist (RPT)	09
Principal Clerk	06
Principal Clerk 15~' p ~' C~X~:	06
Principal Document Clerk	08
Principal Election Clerk	08
Principal Election Clerk Auditor	08
Principal Engineer Assistant	08
Principal Environmental Quality Technician	10
Principal Library Clerk	06
Principal Medicaid Reform Specialist	10
Principal Paralegal - Contracts	10
Principal Recreation Supervisor	11
Principal Security Officer	09
Principal Stores Clerk	07
Printing Supervisor - Elections	09
Probation Assistant	07
Probation Assistant - Release Under Supervision	07
Probation Community Service Assistant	08
Probation Officer	11
Probation Officer Minority Group Specialist	11
Probation Officer (Spanish Speaking)	11
Probation Supervisor	12
Production Assistant	09
Project Coordinator - Children Services Initiative Program	11

Program Coordinator CF	12
Program Director - Vocational Rehab. Services	11
Program Manager Aids Center	13
Program Specialist - Domestic Violence	08
Program Supervisor Community Service	12
Program Analyst	12
Program Analyst (REVAL)	12
Project Analyst Youth	09
Project Assistant - Criminal Justice	07
Project Coordinator (Health)	11
Project Coordinator Hazardous Material Incident	
Project Coordinator - Stop DWI	13
Project Coordinator - Substance Abuse	11
Project Coordinator - Traffic Justice	11
Project Coordinator - Victim / Witness Program	12
Project Director Family Court Collaborations	12
Project Director (Alcoholism) RPT	13
Project Director (CHC)	15
Project Director (MICRO) RPT	18
Project Director Nutrition Program for the Elderly	14
Project Engineer WIC	12
Project Engineer (Construction)	12
Project Engineer Construction (Public Works) SSA	12
Project Coordinator (Health)	11
Psychiatric Counselor Chd Ad Ht	10
Psychiatric Disch Plan Specialist	11
Psychiatric Discharge Planning Specialist	11
Psychiatric Social Worker	10
Psychiatric Social Worker (RPT)	10
Psychiatric	16
Psychiatric (RPT)	16
Psychology Trainee	
Public Health Educator	08
Public Health Educator (HIV/AIDS)	08
Public Health Educator (HIV/AIDS) RPT	08
Public Health Educator (RPT)	08
Public Health Sanitarian	10
Public Health Social Worker	10
Public Health Technician	07
Public Relations Assistant	09
Purchasing Supervisor	12
Quality Care Coordinator - Erie County Home	12

Radio Technician	08
Radio Technician - Hospital	08
Radiologic Technician (RPT)	07
Radiologic Technologist	07
Radiologic Technologist (RPT)	07
Reader Aide (District Attorney)	04
Reader Aide Trainee	04
Reader Aide Trainee (District Attorney) 55B	04
Real Property Appraiser	08
Real Property Assessor Liaison	06
Receiving and Distribution Supervisor	07
Receptionist	03
Receptionist (County Attorney)	03
Receptionist (RPT)	03
Receptionist (Polish Speaking)	03
Receptionist (Spanish Speaking)	03
Recreation Center Technician (Information & Support Serv.) 55	05
Records Inv Clerk	06
Records Manager	12
Records System Coordinator	08
Recreation & Dist Supervisor	07
Recreation Center Technician IN/SP 55	05
Recreation Leader	06
Recreation Leader Long Term Care	06
Recreation Leader Senior Citizens	06
Recreation Supervisor (Music)	09
Recreation Supervisor	08
Recreational Therapist	08
Recreational Therapist (Art)	08
Recreational Therapist (Music)	08
Rehabilitation Counselor	09
Reimbursement Assistant	08
Reimbursement Supervisor	16
Research Analyst	09
Research Assistant	06
Research Assistant (Crime Control)	06
Resource Adjustor	07
Respiratory Care Practitioner	06
Respiratory Care Practitioner (RPT)	06
Right of Way Agent	10
Rural Planning & Management Analyst	11
S.P.D. Supervisor	08

Safis Coordinator	09
Sanitary Chemist	10
Sanitary Engineer	14
Scanner Accuracy Examiner	08
Searcher	06
Secretarial Service Assistant	06
Secretarial Stenographer	07
Secretarial Stenographer (ECMC) 55a	07
Secretarial Typist	06
Security Services Assistant	06
Senior Account Adjustor	11
Senior Account Clerk	06
Senior Accountant	10
Senior Accounting Analyst	13
Senior Attending Physician (RPT)	17
Senior Auditor	13
Senior Bacteriologist	10
Senior Bacteriology Technician	08
Senior Biochemist	11
Senior Biochemistry Technician	08
Senior Biochemistry Technician (RPT)	08
Senior Biomedical Technician	12
Senior Building Guard	06
Senior Case Manager - Senior Services	09
Senior Case Manager - Senior Services (RPT)	09
Senior Caseworker	09
Senior Caseworker - Public Health	09
Senior Caseworker - Public Health (RPT)	09
Senior Caseworker Domestic Violence	09
Senior Caseworker Early Intervention Services	09
Senior Cashier	07
Senior Cashier (Finance)	07
Senior Chief Registrar	12
Senior Child Protective Worker	10
Senior Child Support Investigator	08
Senior Civil Engineer	14
Senior Clerk	03
Senior Clerk (Budget) 55B	03
Senior Clerk (ECMC) 55A	03
Senior Clerk Steno (Mental Health 55B)	04
Senior Clerk Stenographer RPT	04
Senior Clerk Typist (Regular Part-Time)	04

Senior Clerk Stenographer	04
Senior Clerk Typist	04
Senior Clerk Typist (Spanish Speaking)	04
Senior Community Mental Health Technician	07
Senior Computer Operator	08
Senior Computer Programmer	10
Senior Confidential Investigator (Pre-Trial Services)	11
Senior Contracts Administrator - Public Works	11
Senior Correctional Facility Medical Aide	09
Senior Data Entry Operator	05
Senior Data Processing Control Clerk	07
Senior Dental Hygienist	07
Senior Deputy County Sealer	09
Senior Document Clerk	06
Senior Elect Deputy Audit	08
Senior Elect Technician (RPT)	10
Senior Election Clerk	07
Senior Election Deputy	08
Senior Electrical Engineer	14
Senior Electronics Technician - Wastewater Facilities	10
Senior Employment Counselor	10
Senior Engineer Assistant	06
Senior Engineer Assistant - Mechanical	06
Senior Environmental Education Specialist	11
Senior Environmentalist	11
Senior Firearms Examiner	12
Senior Fiscal Analyst	11
Senior Forensic Chemist	13
Senior Forensic Serologist	13
Senior Hematology Technician	08
Senior Highway Maintenance Engineer	13
Senior Home Economist	10
Senior Hospital Account Collector	07
Senior Hospital Insurance Clerk	05
Senior Housing Inspector	09
Senior Housing Rehabilitation Specialist	10
Senior Housing Specialist	13
Senior Housing Specialist (Construction)	13
Senior Information Systems Operator	09
Senior Inhalation Therapy Technician	09
Senior Investigating Public Health Sanitarian	09
Senior Land Surveyor	12

Senior Library Clerk	04
Senior Licensed Practical Nurse	05
Senior Licensed Practical Nurse RPT	05
Senior Medicaid Reform Specialist	08
Senior Medical Care Administrator	14
Senior Medical Librarian	11
Senior Medical Record Technician	07
Senior Medical Secretary	04
Senior Medical Secretary (ECMC) 55A	04
Senior Medical Secretary (RPT)	04
Senior MERS Coordinator	08
Senior Morgue Keeper	08
Senior Motor Vehicle Cashier	07
Senior Motor Vehicle Registration Clerk	06
Senior Nuclear Medicine Technologist	09
Senior Occupational Therapist	11
Senior Occupational Therapist (RPT)	11
Senior Operations Communications Coordinator	10
Senior Paralegal	07
Senior Paralegal Collections	07
Senior Payroll & Roster Clerk	07
Senior Pharmacist	13
Senior Pharmacist (ECMC)	13
Senior Pharmacist (Home & Infirmary)	13
Senior Photocopying Machine Operator	06
Senior Physical Therapist	11
Senior Physical Therapist (RPT)	11
Senior Planner	12
Senior Planner Geographic Information Systems	12
Senior Planner (Trans)	12
Senior Police Complaint Writer	07
Senior Program Analyst (REVAL)	14
Senior Programmer Analyst	14
Senior Project Engineer	13
Senior Public Health Engineer	14
Senior Public Health Microbiologist	10
Senior Public Health Sanitarian	12
Senior Public Health Technician	09
Senior Purchase Clerk	06
Senior Radio Technician	10
Senior Radiologic Technologist	09
Senior Real Property Assessor Liaison	10

Senior Records Inventory Clerk	08
Senior Recreation Supervisor	10
Senior Res Phy Ech	17
Senior Research Analyst	11
Senior Research Adjustor	10
Senior Respiratory Care Practitioner	07
Senior Right of Way Agent	11
Senior Sanitary Chemist	12
Senior Sanitary Engineer	15
Senior Security Officer	07
Senior Serologist	10
Senior Serologist Technician	08
Senior Shift Supervisor Data Processing	10
Senior Social Services Program Specialist	09
Senior Social Services Team Worker	07
Senior Social Welfare Examiner	07
Senior Special Investigator	09
Senior Speech Pathologist	11
Senior Staff Development Contract Monitor	12
Senior Stationary Engineer	09
Senior Statistical Clerk	09
Senior Statistical Clerk (RPT)	06
Senior Statistical Engineer	09
Senior Stores Clerk	05
Senior Supervising WIC Aide	07
Senior Systems Accountant	13
Senior Systems Coordinator - Real Property System	14
Senior Tax Map Technician	07
Senior Telephone Operator	05
Sewage Maintenance Engineer	11
Sewer District Supervisor	10
Sewer Repair Supervisor	10
Shift Supervisor -EDP Mainframe	09
Social Case Supervisor	12
Social Case Supervisor (Senior Services)	11
Social Case Supervisor Unit	11
Social Casework Manager Aids Center	11
Social Services Clinical Coordinator	12
Social Services Clinical Specialist	11
Social Services Network Administrator	11
Social Services Network Engineer	14
Social Services Program Specialist	08

Social Services Program Specialist Director	12
Social Services Program Support Director	13
Social Services Team Worker	05
Social Service Welfare Manager Systems Director	12
Social Welfare Examiner	06
Social Welfare Examiner (Social Services) 55B	06
Social Welfare Examiner (Spanish Speaking)	06
Social Welfare Examiner (Spanish Speaking) 55B	06
Social Work Assistant (Long Term Care)	08
Social Worker - Domestic Violence	10
Solid Waste Management Program Coordinator	15
Solid Waste Rec Specialist	12
SPD Supervisor	08
Special Assistant to Commissioner of Enviro. Planning RPT	15
Special Investigator	08
Special Procedures Technologist	08
Special Procedures Technologist (RPT)	08
Special Projects Coordinator	13
Speech Pathologist	10
Speech Pathologist (RPT)	10
Special Project Technician	08
Speech Pathologist Assistant	06
Staff Auditor	11
Staff Development Contract Monitor	10
Staff Development Coordinator	12
Staff Development Director	13
Staff Development Supervisor	12
Stenographer Supervisor	07
Supervising Accountant	11
Supervising Administrative Control Clerk	07
Supervising Admissions Clerk	07
Supervising Alcoholism Counselor	11
Supervising Alcoholism Counselor (RPT)	11
Supervising Child Support Investigator	10
Supervising Clinical Psychologist (ECMC)	13
Supervisor Data Processing Control Clerk	08
Supervising Drug Counselor	11
Supervising Hospital Social Worker	11
Supervising Maintenance Mechanic	09
Supervising Medical Secretary	05
Supervising Medical Social Worker	11
Supervising Paralegal	09

S	Supervising Phlebotomist	05
S	Supervising Physical Therapist	12
S	Supervising Physical Therapist (RPT)	12
S	Supervising Psychiatric Social Worker	11
S	Supervising Public Health Sanitarian	10
S	Supervising Public Health Social Worker	11
S	Supervising Transcriptionist	05
S	Supervising WIC Aide	05
S	Supervisor Account PW	12
S	Supervisor Building Construction & Maintenance	12
S	Supervisor Chg Stat Engineer	12
S	Supervisor Child Support Investigator	09
S	Supervisor Drug Counseling	11
S	Supervisor Electrical & Communications	12
S	Supervisor General Ledger Accounts	08
S	Supervisor HVAC System	12
S	Supervisor Inpat Billing	08
S	Supervisor Neuropsychologist	13
S	Supervisor of Accounting and Tax Services	14
S	Supervisor Accountant	09
S	Supervisor of Accounts Payable	08
S	Supervisor Administrative	13
S	Supervisor of Administration (Mental Health)	13
S	Supervisor Case Management Senior Services	13
S	Supervisor of Central	11
S	Supervisor of Cleaning Services	12
S	Supervisor of Design	15
S	Supervisor of Detention Facilities	12
S	Supervisor of General Ledger Accounts (ECMC)	10
S	Supervisor of Grants Administration	14
S	Supervisor of Grants Administration (Sen. Serv.)	13
S	Supervisor of Microfiche Operations	09
S	Supervisor of Operations	16
S	Supervisor of Print Shop and Graphics	09
S	Supervisor Program Development & Evaluation	14
S	Supervisor of Records	10
S	Supervisor of Social Work	11
S	Supervisor of Speech Therapy (RPT)	12
S	Supervisor Supplies	08
S	Supervisor of Vocational Services	10
S	Supervisor Outpatient Billing	08
S	Supervisor Patient Billing	07

Supervisor Phlebotomist	05
Supervisor Protective Services for Older Adults	13
Supervisor Psychology Social Worker	11
Supervisor Social Worker & Intake	11
Supervisor Speech Therapist	12
Supervisor Tis Type Technician	10
Systems Accountant	11
Systems Accountant Budget	11
Systems Analyst	11
Systems Document & Program Librarian	08
Systems Software Specialist	14
System Support Director	13
System Support Specialist	11
Target Crime Initiative Case Coordinator	12
Tax Map Technician	06
Technical Assistant - Information Systems	06
Technical Specialist / Computers	10
Technical Specialist / Communications	07
Technical Support Services Analyst	14
Technical Support Services Specialist	12
Technical Support Systems Director	15
Telecommunications Service Representative	08
Telephone Operator	03
Telephone Operator (ECC) 55A	03
Telephone Operator (RPT)	03
Tissue Type Technician	10
Toxicologist I	10
Toxicologist II	12
Toxicologist III	14
Traffic Safety Coordinator	09
Training Coordinator Information Center	12
Training Instructor	11
Transition Coordinator Information Center	12
Transportation Director	10
Ultra-Sonographer	08
Ultra Sound Technician	07
Unemployment Insurance Assistant	08
Vascular Lab Specialist	10
V.D. Investigator	06
Victim Advocate	06
Victim/Witness Case Aide	04
Victim/Witness Case Aide (Spanish Speaking)	04

Vocational Case Manager - VRRP	08
Vocational Evaluator	08
Voting Machine Custodian	09
Welfare Management Systems Specialist	11
Welfare To Work Coordinator	12
WIC Administrative Supervisor	08
WIC Aide	03
WIC Aide (Spanish Speaking)	03
WIC Investigator	07
WIC Vendor Specialist	07
Youth Service Planning Coordinator	07

APPENDIX "B"
ERIE COUNTY SALARY SCALE
January 1, 2000 - December 31, 2000

	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	A	B	C	D	E
1	19962	21235	22027	22834	23633	24428	24823	25226	25621	26021	26418
	767.76	816.72	847.20	878.24	908.96	939.52	954.72	970.24	985.44	1000.80	1016.08
	9.597	10.209	10.590	10.978	11.362	11.744	11.934	12.128	12.318	12.510	12.701
2	20349	21647	22485	23308	24143	24964	25376	25804	26208	26624	27038
	782.64	832.56	864.80	896.48	928.56	960.16	976.00	992.48	1008.00	1024.00	1039.92
	9.783	10.407	10.810	11.206	11.607	12.002	12.200	12.406	12.600	12.800	12.999
3	21104	22449	23319	24197	25062	25952	26387	26836	27267	27704	28142
	811.68	863.44	896.88	930.64	963.92	998.16	1014.88	1032.16	1048.72	1065.52	1082.40
	10.146	10.793	11.211	11.633	12.049	12.477	12.686	12.902	13.109	13.319	13.530
4	22008	23415	24342	25266	26204	27140	27608	28061	28529	28995	29459
	846.48	900.56	936.24	971.76	1007.84	1043.84	1061.84	1079.28	1097.28	1115.20	1133.04
	10.581	11.257	11.703	12.147	12.598	13.048	13.273	13.491	13.716	13.940	14.163
5	23284	24769	25798	26805	27835	28856	29409	29969	30526	31084	31641
	895.52	952.64	992.24	1030.96	1070.56	1109.84	1131.12	1152.64	1174.08	1195.52	1216.96
	11.194	11.908	12.403	12.887	13.382	13.873	14.139	14.408	14.676	14.944	15.212
6	25010	26603	27820	29024	30231	31452	32161	32870	33561	34268	34973
	961.92	1023.20	1070.00	1116.32	1162.72	1209.68	1236.96	1264.24	1290.80	1318.00	1345.12
	12.024	12.790	13.375	13.954	14.534	15.121	15.462	15.803	16.135	16.475	16.814
7	26838	28550	30035	31520	33001	34478	35285	36086	36895	37696	38501
	1032.24	1098.08	1155.20	1212.32	1269.28	1326.08	1357.12	1387.92	1419.04	1449.84	1480.80
	12.903	13.726	14.440	15.154	15.866	16.576	16.964	17.349	17.738	18.123	18.510

	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	A	B	C	D	E
8	28818	30657	32394	34131	35853	37573	38465	39349	40238	41128	42018
	1108.40	1179.12	1245.92	1312.72	1378.96	1445.12	1479.44	1513.44	1547.60	1581.84	1616.08
	13.855	14.739	15.574	16.469	17.237	18.064	18.493	18.918	19.345	19.773	20.201
9	30963	32945	34888	36822	38755	40695	41662	42636	43597	44562	45531
	1190.88	1267.12	1341.84	1416.24	1490.56	1565.20	1602.30	1639.84	1676.80	1713.92	1751.20
	14.886	15.839	16.773	17.703	18.632	19.565	20.030	20.498	20.960	21.424	21.890
10	33245	35362	37477	39582	41692	43811	44872	45920	46981	48040	49098
	1278.64	1360.08	1441.44	1522.40	1603.52	1685.04	1725.84	1766.16	1806.96	1847.68	1888.40
	15.983	17.001	18.018	19.030	20.044	21.063	21.573	22.077	22.587	23.096	23.605
11	36739	39083	41357	43659	45928	48212	49360	50500	51638	52780	53922
	1411.04	1503.20	1590.64	1679.20	1766.48	1854.32	1898.48	1942.32	1986.08	2030.00	2073.92
	17.663	18.790	19.883	20.990	22.081	23.179	23.731	24.279	24.826	25.375	25.924
12	39379	41889	44420	46956	49477	52004	53277	54533	55802	57069	58338
	1514.56	1611.12	1708.48	1806.00	1902.96	2000.16	2049.14	2097.44	2146.24	2194.96	2243.76
	18.932	20.139	21.356	22.575	23.787	25.002	25.614	26.218	26.828	27.437	28.047
13	43096	45845	48610	51393	54172	56932	58321	59715	61106	62502	63896
	1657.52	1763.28	1869.60	1976.64	2083.52	2189.68	2243.12	2296.72	2350.24	2403.92	2457.52
	20.719	22.041	23.370	24.708	26.044	27.371	28.039	28.709	29.378	30.049	30.719
14	48175	51249	54377	57483	60588	63712	65266	66832	68403	69967	71531
	1852.88	1971.12	2091.44	2210.88	2330.32	2450.48	2510.24	2570.48	2630.88	2691.04	2751.20
	23.161	24.639	26.143	27.636	29.129	30.631	31.378	32.131	32.886	33.638	34.390
15	53487	56900	60378	63852	67334	70812	72552	74291	76034	77773	79512
	2057.20	2188.48	2322.24	2455.84	2589.76	2723.52	2790.80	2857.36	2924.40	2991.28	3058.16
	25.715	27.356	29.028	30.698	32.372	34.044	34.881	35.717	36.555	37.391	38.227

	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	A	B	C	D	E
16	59203	62982	66828	70689	74541	78381	80307	82241	84176	86106	88038
	2277.04	2422.40	2570.32	2718.80	2866.96	3014.64	3088.72	3163.12	3237.52	3311.76	3386.08
	28.463	30.280	32.129	33.985	35.837	37.683	38.609	39.539	40.469	41.397	42.326
17	64856	68996	73239	77497	81748	86006	88128	90262	92383	94507	96633
	2494.48	2653.68	2816.88	2980.64	3144.16	3307.92	3389.52	3471.60	3553.20	3634.88	3716.64
	31.181	33.171	35.211	37.258	39.302	41.349	42.369	43.395	44.415	45.436	46.458
18	70760	75277	79932	84585	89232	93891	96221	98546	100884	103214	105545
	2721.52	2895.28	3074.32	3253.28	3432.00	3611.20	3700.80	3790.24	3880.16	3969.76	4049.44
	34.019	36.191	38.429	40.666	42.900	45.140	46.260	47.378	48.502	49.622	50.743
19	77243	82177	87258	92354	97431	102520	105067	107605	110157	112701	115247
	2970.88	3160.64	3356.08	3552.08	3747.36	3943.20	4041.04	4136.64	4230.80	4324.64	4418.56
	37.136	39.508	41.951	44.401	46.842	49.290	50.513	51.733	52.960	54.183	55.407
20	83789	89136	94690	100229	105776	111334	114090	116867	119642	122414	125185
	3222.64	3428.32	3641.92	3854.96	4068.32	4282.08	4388.08	4494.88	4601.60	4708.24	4814.80
	40.283	42.854	45.524	48.187	50.854	53.526	54.851	56.186	57.520	58.853	60.185
21	90336	96102	102109	108098	114111	120103	123101	126106	129095	132095	135092
	3474.48	3696.24	3927.28	4157.60	4388.88	4619.36	4734.64	4850.24	4965.20	5080.56	5195.84
	43.431	46.203	48.991	51.970	54.861	57.742	59.183	60.628	62.065	63.507	64.948
22	96396	102548	108948	115342	121726	128122	131317	134518	137721	140916	144115
	3707.52	3944.16	4190.32	4436.24	4681.76	4927.76	5050.64	5173.76	5296.96	5419.84	5542.88
	46.344	49.302	52.379	55.453	58.522	61.597	63.133	64.672	66.212	67.748	69.286

APPENDIX "C"
ERIE COUNTY SALARY SCALE
January 1, 2001 ~ December 31, 2001

	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	A	B	C	D	E
1	20611 792.72 9,909	21925 843.28 10,541	22743 874.72 10,934	23577 906.80 11,335	24400 938.48 11,731	25222 970.08 12,126	25630 985.76 12,522	26046 1001.76 12,917	26453 1017.44 13,313	26867 1033.36 13,710	27277 1049.12 14,107
2	21010 808.08 10,101	22350 859.60 10,745	23215 892.88 11,161	24066 925.60 11,570	24927 958.72 11,984	25775 991.36 12,392	26202 1007.76 12,597	26643 1024.72 12,809	27061 1040.80 13,010	27489 1057.28 13,216	27916 1073.68 13,421
3	21790 838.08 10,476	23180 891.52 11,144	24076 926.00 11,575	24983 960.88 12,011	25877 995.28 12,441	26797 1030.64 12,883	27244 1047.84 13,098	27708 1065.68 13,321	28153 1082.80 13,535	28604 1100.16 13,752	29058 1117.60 13,970
4	22724 874.00 10,925	24176 929.84 11,623	25133 966.64 12,083	26087 1003.36 12,542	27055 1040.56 13,007	28022 1077.76 13,472	28504 1114.32 13,704	28972 1132.96 13,929	29457 1151.44 14,162	29937 1169.84 14,393	30416 1189.84 14,623
5	24041 924.64 11,538	25574 983.60 12,295	26636 1024.48 12,806	27676 1064.48 13,306	28739 1105.36 13,817	29794 1145.92 14,324	30666 1167.92 14,599	30942 1190.08 14,876	31518 1212.24 15,153	32094 1234.40 15,430	32668 1256.48 15,706
6	25823 993.20 12,415	27468 1056.48 13,206	28725 1104.80 13,810	29969 1152.64 14,408	31212 1200.48 15,066	32473 1248.96 15,612	33207 1277.20 15,965	33939 1305.36 16,317	34651 1332.72 16,659	35381 1360.80 17,010	36109 1388.80 17,360
7	27710 1065.76 13,322	29478 1133.76 14,172	31011 1192.72 14,909	32546 1251.76 15,647	34075 1310.56 16,382	35599 1369.20 17,115	36431 1401.20 17,515	37259 1433.04 17,913	38093 1465.12 18,314	38921 1496.96 18,712	39753 1528.96 19,112

	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	A	B	C	D	E
8	29754 1,444.40 14,305	31653 1,217.44 15,218	33446 1,286.40 16,080	35239 1,355.36 16,942	37018 1,423.76 17,797	38794 1,492.08 18,651	39716 1,527.52 19,094	40629 1,562.64 19,533	41546 1,597.92 19,974	42465 1,633.28 20,416	43385 1,668.64 20,858
9	31970 1,229.60 15,370	34016 1,308.32 16,354	36021 1,385.44 17,318	38018 1,462.24 18,278	40015 1,539.04 19,238	42018 1,616.08 20,201	43016 1,654.48 20,681	44021 1,693.12 21,164	45013 1,731.28 21,641	46010 1,769.60 22,120	47010 1,808.08 22,601
10	34324 1,320.16 16,502	36512 1,404.32 17,554	38696 1,488.32 18,604	40868 1,571.84 19,648	43046 1,655.60 20,695	45216 1,739.84 21,748	46330 1,781.92 22,274	47414 1,823.60 22,795	48508 1,865.68 23,321	49602 1,907.76 23,847	50694 1,949.76 24,372
11	37933 1,458.96 18,237	40354 1,552.08 19,401	42700 1,642.32 20,529	45078 1,733.76 21,672	47422 1,823.92 22,799	49779 1,914.56 23,932	50964 1,960.16 24,502	52141 2,005.44 25,068	53317 2,050.64 25,633	54496 2,096.00 26,200	55675 2,141.36 26,767
12	40658 1,563.76 19,547	43252 1,663.52 20,794	45864 1,764.00 22,050	48483 1,864.723 23,309	51085 1,964.80 24,560	53695 2,065.20 25,815	55008 2,115.68 26,446	56506 2,165.60 27,070	57616 2,216.00 27,700	58924 2,266.32 28,329	60235 2,316.72 28,959
13	44495 1,711.36 21,392	47335 1,820.56 22,757	50190 1,930.40 24,130	53063 2,040.88 25,511	55931 2,151.20 26,890	58833 2,260.88 28,261	60216 2,316.00 28,950	61655 2,371.36 29,642	63093 2,426.64 30,333	64534 2,482.08 31,026	65971 2,537.36 31,717
14	49741 1,913.12 23,914	52915 2,035.20 25,440	56145 2,159.44 26,993	59351 2,282.72 28,534	62558 2,406.08 30,076	65784 2,530.16 31,627	67388 2,591.84 32,398	69004 2,654.00 33,175	70626 2,716.40 33,955	72240 2,778.48 34,731	73857 2,840.64 35,508
15	55226 2,124.08 26,551	58750 2,259.60 28,245	62340 2,397.68 29,971	65928 2,535.68 31,696	69522 2,673.92 33,424	73112 2,812.00 35,150	74911 2,881.20 36,015	76706 2,950.24 36,878	78505 3,019.44 37,743	80300 3,088.48 38,606	82096 3,157.52 39,469

	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	A	B	C	D	E
16	61127	65029	69000	72987	76964	80929	82917	84914	86911	88903	90900
	2351.04	2501.12	2653.84	2807.20	2960.16	3112.64	3189.12	3265.92	3342.72	3419.36	3496.16
	29.388	31.264	33.173	35.090	37.002	38.908	39.864	40.824	41.784	42.742	43.702
17	66964	71238	75618	80016	84404	88801	90992	93194	95385	97579	99773
	2575.52	2739.92	2908.40	3077.52	3246.32	3415.44	3499.68	3584.40	3668.64	3753.04	3837.44
	32.194	34.249	36.355	38.469	40.579	42.693	43.746	44.805	45.858	46.913	47.968
18	73060	77723	82530	87335	92132	96943	99347	101749	104162	106569	108975
	2810.00	2989.36	3174.24	3359.04	3543.52	3728.56	3821.04	3913.44	4006.24	4098.80	4191.36
	35.125	37.367	39.678	41.988	44.294	46.607	47.763	48.918	50.078	51.235	52.392
19	79753	84847	90093	95356	100597	105855	108482	111101	113736	116364	118993
	3067.44	3263.36	3463.12	3667.52	3869.12	4071.36	4172.40	4273.12	4374.48	4475.52	4576.64
	38.343	40.792	43.314	45.844	48.364	50.892	52.155	53.414	54.681	55.944	57.208
20	86511	92034	97768	103486	109215	114953	117799	120665	123529	126393	129253
	3327.36	3539.76	3760.32	3980.24	4200.56	4421.28	4530.72	4640.96	4751.12	4861.28	4971.28
	41.592	44.247	47.004	49.753	52.507	55.266	56.634	58.012	59.389	60.766	62.141
21	93273	99226	105427	111611	117820	124008	127100	130204	133291	136388	139483
	3587.44	3816.40	4054.88	4292.72	4531.52	4769.52	4888.48	5007.84	5126.56	5245.68	5364.72
	44.843	47.705	50.686	53.659	56.644	59.619	61.106	62.598	64.082	65.571	67.059
22	99528	105880	112488	119090	125682	132286	135585	138890	142197	145496	148799
	3828.00	4072.32	4326.48	4580.40	4833.92	5087.97	5214.80	5341.92	5469.12	5596.00	5723.04
	47.850	50.904	54.081	57.255	60.424	63.599	65.185	66.774	68.364	69.950	71.538

APPENDIX "D" ERIE COUNTY SALARY SCALE January 1, 2002 ~ December 31, 2002

	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	A	B	C	D	E
1	21228	22583	23425	24284	25133	25979	26399	26828	27248	27674	28095
	816.48	868.56	900.96	934.00	966.64	999.20	1015.36	1031.84	1048.00	1064.40	1080.56
	10.206	10.857	11.262	11.675	12.083	12.490	12.692	12.898	13.100	13.305	13.507
2	21640	23019	23912	24787	25676	26549	26988	27441	27872	28313	28754
	832.32	885.36	919.68	953.36	987.52	1021.12	1038.00	1055.44	1072.00	1088.96	1105.92
	10.404	11.067	11.496	11.917	12.344	12.764	12.975	13.193	13.400	13.612	13.824
3	22443	23874	24798	25732	26653	27600	28061	28540	28997	29463	29929
	863.20	918.24	953.76	989.68	1025.12	1061.52	1079.28	1097.68	1115.28	1133.20	1151.12
	10.790	11.478	11.922	12.371	12.814	13.269	13.491	13.721	13.941	14.165	14.389
4	23406	24902	25886	26869	27866	28862	29359	29842	30341	30836	31329
	900.24	957.76	995.60	1033.44	1071.76	1110.08	1129.20	1147.76	1166.96	1186.00	1204.96
	11.253	11.972	12.445	12.918	13.397	13.876	14.115	14.347	14.587	14.825	15.062
5	24762	26341	27435	28506	29603	30688	31277	31870	32465	33057	33648
	952.40	1013.12	1055.20	1096.40	1138.56	1180.32	1202.96	1225.76	1248.64	1271.44	1294.16
	11.905	12.664	13.190	13.705	14.232	14.754	15.037	15.322	15.608	15.893	16.177
6	26597	28292	29586	30867	32148	33446	34204	34959	35691	36442	37192
	1022.96	1088.16	1137.92	1187.20	1236.48	1286.40	1315.52	1344.56	1372.72	1401.60	1430.48
	12.787	13.602	14.224	14.840	15.456	16.080	16.444	16.807	17.159	17.500	17.881
7	28542	30362	31940	33521	35096	36666	37523	38376	39235	40088	40945
	1097.76	1167.76	1228.48	1289.28	1349.84	1410.24	1443.20	1476.00	1509.04	1541.84	1574.80
	13.722	14.597	15.356	16.116	16.873	17.628	18.040	18.450	18.863	19.273	19.685

	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	A	B	C	D	E
8	30647	32604	34449	36296	38128	39959	40907	41848	42792	43738	44687
	1178.72	1254.00	1324.96	1396.00	1466.48	1536.88	1573.36	1609.52	1645.84	1682.24	1718.72
	14.734	15.675	16.562	17.450	18.331	19.211	19.667	20.119	20.573	21.028	21.484
9	32928	35038	37103	39158	41215	43279	44306	45342	46383	47391	48420
	1266.48	1347.60	1427.04	1506.08	1585.20	1664.36	1704.08	1743.92	1783.20	1822.72	1862.32
	15.831	16.845	17.838	18.826	19.815	20.807	21.301	21.799	22.290	22.784	23.279
10	35354	37608	39857	42093	44337	46592	47719	48836	49964	51089	52214
	1359.76	1446.48	1532.96	1618.96	1705.28	1792.00	1835.36	1878.32	1921.68	1964.96	2008.24
	16.997	18.081	19.162	20.237	21.316	22.400	22.942	23.479	24.021	24.562	25.103
11	39071	41565	43982	46430	48845	51272	52493	53706	54916	56131	57346
	1502.72	1598.64	1691.60	1785.76	1878.64	1972.00	2018.96	2065.60	2112.16	2158.88	2205.60
	18.784	19.983	21.145	22.322	23.483	24.650	25.237	25.820	26.402	26.986	27.570
12	41877	44549	47241	49937	52618	55305	56657	57995	59344	60692	62042
	1610.64	1713.44	1816.96	1920.64	2023.76	2127.12	2179.12	2230.56	2282.48	2334.32	2386.24
	20.133	21.418	22.712	24.008	25.297	26.589	27.239	27.882	28.531	29.179	29.828
13	45831	48755	51696	54654	57610	60547	62024	63504	64985	66471	67952
	1762.72	1875.20	1988.32	2102.08	2215.76	2328.72	2385.52	2442.48	2499.44	2556.56	2613.52
	22.034	23.440	24.854	26.276	27.697	29.109	29.819	30.531	31.243	31.957	32.669
14	51232	54502	57830	61131	64434	67758	69410	71074	72746	74408	76072
	1970.48	2096.24	2224.24	2351.20	2478.24	2606.08	2669.60	2733.60	2797.92	2861.84	2925.84
	24.631	26.203	27.803	29.390	30.978	32.576	33.370	34.170	34.974	35.773	36.573
15	56884	60511	64210	67906	71608	75306	77158	79007	80860	82709	84558
	2187.84	2327.36	2469.60	2611.76	2754.16	2896.40	2967.60	3038.72	3110.00	3181.12	3252.24
	27.348	29.092	30.870	32.647	34.427	36.205	37.095	37.984	38.875	39.764	40.653

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	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	A	B	C	D	E
16	62962	66980	71069	75177	79273	83356	85405	87462	89519	91570	93627
	2421.60	2576.16	2733.44	2891.44	3048.96	3206.00	3284.80	3363.92	3443.04	3521.92	3601.04
	30.270	32.202	34.168	36.143	38.112	40.075	41.060	42.049	43.038	44.024	45.013
17	68973	73374	77888	82416	86936	91466	93721	95990	98247	100506	102767
	2652.80	2822.08	2995.68	3169.84	3343.68	3517.92	3604.64	3691.92	3778.72	3865.60	3952.56
	33.160	35.276	37.446	39.623	41.796	43.974	45.058	46.149	47.234	48.320	49.407
18	75252	80055	85005	89956	94896	99850	102328	104803	107286	109766	112245
	2894.32	3079.04	3269.44	3459.84	3649.84	3840.40	3935.68	4030.88	4126.40	4221.76	4317.12
	36.179	38.488	40.868	43.248	45.623	48.005	49.196	50.386	51.580	52.772	53.964
19	82145	87393	92795	98216	103615	109032	111738	114433	117148	119854	122562
	3159.44	3361.28	3569.04	3777.52	3985.20	4193.52	4297.60	4401.28	4505.68	4609.76	4713.92
	39.493	42.016	44.613	47.219	49.815	52.419	53.720	55.016	56.321	57.622	58.924
20	89107	94794	100701	106592	112491	118402	121333	124284	127236	130185	133130
	3427.20	3645.92	3873.12	4099.68	4326.56	4553.92	4666.64	4780.16	4893.68	5007.12	5120.24
	42.840	45.574	48.414	51.246	54.082	56.924	58.333	59.752	61.171	62.589	64.005
21	96071	102203	108591	114960	121353	127729	130913	134110	137288	140479	143668
	3695.04	3930.88	4176.56	4421.52	4667.44	4912.64	5035.12	5158.08	5280.32	5403.04	5525.68
	46.188	49.136	52.207	55.269	58.343	61.408	62.939	64.476	66.004	67.538	69.071
22	102515	109056	115862	122664	129453	136255	139653	143056	146463	149862	153263
	3942.88	4194.48	4456.24	4717.84	4978.96	5240.56	5371.28	5502.16	5633.20	5763.92	5894.72
	49.286	52.431	55.703	58.973	62.237	65.507	67.141	68.777	70.415	72.049	73.684

APPENDIX 'E'
ERIE COUNTY SALARY SCALE
January 1, 2003 ~ December 31, 2003

	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	A	B	C	D	E
1	21865 840.96 10,512	23261 894.64 11,183	24128 928.00 11,600	25012 962.00 12,025	25886 995.60 12,445	26759 1029.20 12,865	27192 1045.84 13,073	27633 1062.80 13,285	28065 1079.44 13,493	28504 1096.32 13,704	28937 1112.96 13,912
2	22289 857.28 10,716	23710 911.92 11,399	24629 947.28 11,841	25532 982.00 12,275	26445 1017.12 12,714	27346 1051.76 13,147	27797 1069.12 13,364	28265 1087.12 13,589	28708 1104.16 13,802	29162 1121.60 14,020	29617 1139.12 14,239
3	23117 889.12 11,114	24590 945.76 11,822	25542 982.40 12,280	26503 1019.36 12,742	27452 1055.84 13,198	28427 1093.36 13,667	28904 1111.68 13,896	29397 1130.64 14,133	29867 1148.72 14,359	30347 1167.20 14,590	30828 1185.68 14,821
4	24109 927.28 11,591	25648 986.48 12,331	26661 1025.44 12,818	27676 1064.48 13,306	28702 1103.92 13,799	29727 1143.36 14,292	30239 1163.04 14,538	30736 1182.16 14,777	31252 1202.00 15,025	31762 1221.60 15,270	32269 1241.12 15,514
5	25505 980.96 12,262	27132 1043.52 13,044	28259 1086.88 13,586	29361 1129.28 14,116	30491 1172.72 14,659	31610 1215.76 15,197	32215 1239.04 15,488	32827 1262.56 15,782	33438 1286.08 16,076	34050 1309.60 16,370	34657 1332.96 16,662
6	27396 1053.68 13,171	29141 1120.80 14,010	30474 1172.08 14,651	31793 1222.80 15,285	33114 1273.60 15,920	34449 1324.96 16,562	35229 1384.88 16,937	36007 1433.92 17,311	36762 1475.84 17,674	37536 1493.68 18,046	38307 1518.56 18,417
7	29399 14,134	31273 15,035	32899 15,817	34526 16,599	36148 17,379	37767 18,157	38648 18,581	39528 19,004	40412 19,429	41290 19,851	42174 20,276

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	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	A	B	C	D	E
8	31566 1214.08 15,176	33582 1291.60 16,145	35483 1364.72 17,059	37386 1437.92 17,974	39272 1510.48 18,881	41157 1582.96 19,787	42135 1620.56 20,257	43104 1637.84 20,723	44075 1695.20 21,190	45051 1732.72 21,659	46028 1770.32 22,129
9	33916 1304.48 16,306	36088 1388.00 17,350	38216 1469.84 18,373	40333 1551.28 19,391	42451 1632.72 20,409	44576 1714.48 21,431	45635 1755.20 21,940	46702 1796.24 22,453	47755 1836.72 22,959	48813 1877.44 23,468	49872 1918.16 23,977
10	36415 1400.56 17,507	38736 1489.84 18,623	41053 1578.96 19,737	43356 1667.52 20,844	45666 1756.40 21,955	47990 1845.76 23,072	49150 1890.40 23,630	50301 1934.64 24,183	51463 1979.36 24,742	52622 2023.92 25,299	53780 2068.48 25,856
11	40244 1547.84 19,348	42811 1646.56 20,582	45300 1742.32 21,779	47823 1839.36 22,992	50309 1934.96 24,187	52811 2031.20 25,390	54068 2079.52 25,994	55318 2127.60 26,595	56564 2175.52 27,194	57816 2223.68 27,796	59066 2271.76 28,397
12	43133 1658.96 20,737	45887 1764.88 22,061	48657 1871.44 23,393	51434 1978.24 24,728	54196 2084.48 26,036	56965 2190.96 27,387	58356 2244.48 28,056	59733 2297.44 28,718	61125 2350.96 29,387	62512 2404.32 30,054	63904 2457.84 30,723
13	47206 1815.60 22,695	50217 1931.44 24,143	53248 2048.00 25,600	56293 2165.12 27,064	59338 2282.24 28,528	62363 2398.56 29,982	63885 2457.12 30,714	65410 2515.76 31,447	66934 2574.40 32,180	68465 2633.28 32,916	69990 2691.92 33,649
14	52770 2029.60 25,370	56137 2159.12 26,989	59565 2290.96 28,637	62966 2421.76 30,272	66367 2552.36 31,907	69790 2684.24 33,553	71492 2749.68 34,371	73206 2815.60 35,195	74928 2881.84 36,023	76640 2947.68 36,846	78354 3013.60 37,670
15	58589 2253.44 28,168	62327 2397.20 29,965	66136 2543.68 31,796	69942 2690.08 33,626	73757 2836.80 35,460	77565 2983.28 37,291	79473 3056.64 38,208	81378 3129.92 39,124	83285 3203.28 40,041	85191 3276.56 40,957	87096 3349.84 41,873

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	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	A	B	C	D	E
16	64850 2494.24 31.178	68989 2653.44 33.168	73201 2815.44 35.193	77432 2978.16 37.227	81650 3140.40 39.255	85856 3302.16 41.277	87967 3383.36 42.292	90085 3464.80 43.310	92204 3546.32 44.329	94318 3627.60 45.345	96435 3709.04 46.363
17	71042 2732.40 34.155	75575 2906.72 36.334	80224 3085.52 38.569	84889 3264.96 40.812	89544 3444.00 43.050	94209 3623.44 45.293	96533 3712.80 46.410	98869 3802.64 47.533	101194 3892.08 48.651	103522 3981.60 49.770	105849 4071.12 50.889
18	77509 2981.12 37.264	82457 3171.44 39.643	87556 3367.52 42.094	92654 3563.60 44.545	97743 3759.36 46.992	102846 3955.60 49.445	105398 4053.76 50.672	107948 4151.84 51.898	110504 4250.16 53.127	113058 4348.40 54.355	115613 4446.64 55.583
19	84610 3254.24 40.678	90014 3462.08 43.278	95578 3676.08 45.951	101163 3890.88 48.636	106723 4104.72 51.309	112303 4319.36 53.992	115091 4426.56 55.332	117865 4533.28 56.666	120663 4640.88 58.011	123450 4748.08 59.351	126239 4855.36 60.692
20	91780 3530.00 44.125	97637 3755.28 46.941	103721 3989.28 49.866	109789 4222.64 52.783	115864 4456.32 55.704	121955 4690.56 58.632	124973 4806.64 60.083	128014 4923.60 61.545	131052 5040.48 63.006	134091 5157.36 64.467	137124 5274.00 65.925
21	98954 3805.92 47.574	105269 4048.80 50.610	111848 4301.84 53.773	118408 4554.16 56.927	124993 4807.44 60.093	131560 5060.00 63.250	134840 5186.16 64.827	138133 5312.80 66.410	141407 5438.72 67.984	144693 5565.12 69.564	147977 5691.44 71.143
22	105591 4061.20 50.765	112328 4320.32 54.004	119338 4589.92 57.374	126343 4859.36 60.742	133336 5128.32 64.104	140342 5397.76 67.472	143842 5532.40 69.155	147347 5667.20 70.840	150856 5802.16 72.527	154357 5936.80 74.210	157862 6071.60 75.895

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