

AGREEMENT

Between

COUNTY OF ERIE

and

**LOCAL 2666 AND DISTRICT COUNCIL 85
OF THE AMERICAN FEDERATION OF
STATE, COUNTY, AND MUNICIPAL
EMPLOYEES UNION, AFL-CIO**

for

CLERICAL/TECHNICAL EMPLOYEES

Effective January 1, 2023 Through December 31, 2026

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Article 1 Agreement

Section 1.1: This Agreement is made and entered into, effective January 1, 2023, between Local 2666 and District Council 85 of the American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union," and the County of Erie, by and through the County Executive and County Council, hereinafter referred to as the "Employer."

Section 1.2: Witnesseth: Whereas, it is the intent and purpose of the parties hereto to promote harmonious and cooperative relationships; subject, however, to the paramount right of the public to keep inviolate the guarantees for their health, safety and welfare. Unresolved disputes between the Employer and the Union are injurious to the public, and both parties, therefore, are aware that adequate means must be established for minimizing them and providing for their resolution. The Employer and Union agree that this overall policy may be best accomplished by negotiating in good faith and entering into agreements evidencing the result of such negotiations and by establishing procedures to provide for the protection of the rights of the Employer and its employees and to ensure to the public orderly and uninterrupted services.

Now, therefore, the parties hereto, intending to be legally bound hereby agree as follows:

Article 2 Recognition

Section 2.1: AFSCME Local 2666 is recognized as the collective bargaining representative for the following groups of employees in Erie County government:

Bargaining Unit "B": A residual unit of clerical technical employees in the following departments: Human Services, Health, Public Safety, Operations, Finance, Planning, Elections, Veteran's Affairs, Library, and Prison Maintenance.

Bargaining Unit "C": A court related unit of clerical-technical employees in the following departments: Sheriff, Clerk of Records, District Attorney, Public Defender, and Coroner.

Excluded from said units are all management level employees, supervisors, first level supervisors, and confidential employees as defined in Act 195.

Section 2.2: "Employees" are defined as all permanent full time and regular part time employees under the jurisdiction of the Employer who work in one of the listed bargaining units and departments, excluding the following:

1. Persons employed for the summer or other seasonal periods or for short and ascertainable periods such as per diem workers or students.

2. Persons paid on a per diem basis who are replacing a bargaining unit employee who is absent due to illness or other approved leave and who is reasonably expected to return.

Article 3 Management Rights

Except as expressly limited by the County Code, other relevant statutes and codes, municipal home rule charters, or provisions of this Agreement, and reserving unto the Employer any and all management rights which by law may not be bargainable, the Employer shall have and retain, solely and exclusively, all other managerial rights and responsibilities which shall include, but not be limited to:

1. the rights to determine the policies of the Employer;
2. to establish, amend, or modify an overall budget;
3. to establish, change, combine, or abolish job classifications, or the job content of any classification subject to the Union's right to negotiate changes in pay and to submit such claims to arbitration when appropriate;
4. to reprimand, suspend, discharge for just cause, or otherwise relieve employees from lack of work or other legitimate reasons;
5. to hire, promote, retire, demote, transfer, lay off, and recall employees to work;
6. to determine the starting and quitting time and the number of hours and shifts to be worked;
7. to expand, reduce, alter, combine, or cease any job operation or service;
8. to control and regulate the use of machinery, equipment, and other property of the Employer;
9. to introduce new or improved research, development, and services;
10. to determine the number and types of employment required and to assign work to such employees in accordance with the operational needs of the Employer and direct the work force;

and to exercise any and all other managerial prerogatives, except as expressly modified or restricted by a specific provision of this Agreement.

Article 4 Strike Pledges

Section 4.1: For the duration of this Agreement, or any extension thereof, the Union, its officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify, or condone, nor shall any employee take part in any strike. A strike is defined as a concerted action in failing to report for duty, the willful abstinence in whole or in part from the full, faithful, and proper performance of duties of employment for any reason. Failure or refusal on the part of any employee to comply with any provision of this section shall be cause for discharge.

Section 4.2: In consideration of this no strike pledge, the Employer shall not lock out employees for the duration of this Agreement or any extension thereof.

Article 5 No Discrimination

Both the Employer and the Union agree not to discriminate against or harass any employee on the basis of race, creed, color, national origin, age, sex, political affiliation, persons with disabilities that fall within the guidelines of the Americans with Disabilities Act, Union membership, or the proper exercise of his/her rights as guaranteed by the Pennsylvania Public Employee Relations Act, Act 195.

Article 6 Check-Off

Section 6.1: The Employer shall inform new, transferred, promoted, or demoted Employees in the bargaining unit that the Union is the exclusive representative. The Employer shall provide Employees with Union membership and dues deduction materials. The Union shall furnish the Employer with sufficient copies of membership and dues deduction materials.

Section 6.2: The Employer agrees to deduct an amount equal to the Union dues and assessments, if any, from the pay of those Employees who individually request in writing that such deductions be made at the rate of 1.5% of normal working hours, overtime is not inclusive, but holidays are. Such requests shall be made on a Union payroll deduction authorization card, which the Employer will implement in a timely manner upon receipt. The amounts to be deducted shall be certified to the Employer by the Union, and the aggregate deduction of Employees shall be remitted together with an itemized statement to the AFSCME Council 13 Headquarters, 150 South 43rd Street, Suite 3, Harrisburg, PA 17111 within seven days of the Employees' biweekly pay date.

Section 6.3: Employee's dues deduction authorization shall remain in effect until expressly revoked in writing by the Employee in accordance with the terms of the authorization. When it is determined by the Union that an Employee's payroll dues deductions should cease, the Union shall be responsible for notifying the Employer in writing. The Employer shall rely on the information provided by the Union to cancel or change authorizations.

Section 6.4: The Union shall indemnify and hold the Employer harmless against all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of the Article.

Article 7 Union Security

Section 7.1: Each employee who, on the effective date of this Agreement, is a member of the Union, and each employee who becomes a member after that date, shall maintain such membership in the Union unless and until such employee tenders a resignation from the Union. A copy of said resignation shall be forwarded to a designee of the Union by Employer.

Section 7.2: The Union shall indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action arising out of or resulting from the implementation of Article 7.

Section 7.3: The Employer shall furnish each new employee with an authorization for dues payroll deduction.

Article 8 Seniority – Probationary Period

Section 8.1: The Employer and the Union recognize the principle of seniority on a County wide basis. Employees who transfer or bid into positions in any AFSCME bargaining unit shall carry with them their total continuous seniority. Seniority is defined as the length of an employee's continuous service within an AFSCME bargaining unit in County government. Length of continuous service shall be computed from the date of hiring, subject however, to the following provisions:

1. An employee's continuous service shall be broken so no prior period(s) of employment shall be counted and his/her rights to seniority shall cease upon the following:
 - a. Voluntary termination of employment.
 - b. Discharge for just cause.
 - c. When recalled after layoff, upon his/her failure to return to work within a period of forty-eight (48) hours after employee has received notification to return; provided, however, if the employee notifies the Employer within the said forty-eight (48) hours that he/she is not immediately available for work but wishes to remain on the seniority list, he/she should be retained on such list for a period of thirty (30) days subject to an extension, provided valid reason is given the Employer. Employees must request extensions of time

by certified letter to the Personnel Department. Notice to employees under this section shall be by certified mail directed to the employee's last known address.

- d. Layoffs in excess of two (2) years.
 - e. Unauthorized absence in excess of three (3) consecutive days.
 - f. Acceptance of permanent employment while on leave.
2. When an employee whose continuous service has been broken by any of the above causes is again hired, he/she shall begin as a new employee of the County government.
 3. New employees shall be regarded as probationary employees for the first ninety (90) calendar days of their employment and shall not be entitled to seniority or other benefits or entitlements during that period, except that, after thirty (30) calendar days, such employees shall be eligible to participate in the County's health insurance benefits as set forth in Article 21, Section 21.5 and to receive paid holidays, if the requirements of Article 15, Section 15-A.3.1 are met.
 4. Absence due to sickness or accident disability or other approved leave of absence shall not constitute an interruption of continuous service.

Section 8.2: The name, date of hire, wage rate, class, and department assignment of all new employees shall be furnished to the Union within five (5) working days of the end of the month in which they are hired.

Section 8.3: The president of the Union or his/her designee will be furnished semi-annually with two (2) copies of a seniority list showing the classification and length of continuous service of each employee covered by this Agreement. The County agrees to provide the Union with the names and addresses of AFSCME members along with the seniority list every six months.

Section 8.4: For purposes of layoff only, the County agrees to grant super seniority to a maximum of six (6) Union stewards/officers for this bargaining unit. The Union shall inform the Employer in writing of which employees are so designated and of any changes in the status of effected employees.

Section 8.5: Part time employees shall earn seniority based on their part time service. Half time ($\frac{1}{2}$) employees shall be credited with six (6) months seniority for each year of service and three quarter ($\frac{3}{4}$) time employees shall be credited with nine (9) months seniority for each year of service.

Section 8.6: In case of any ties in seniority, the issue shall be settled by the drawing of lots.

Article 9 Hours Of Work – Meal Periods

Section 9.1: The Employer shall retain the sole and exclusive right to determine the work schedules.

Section 9.2: The work week shall consist of seven (7) consecutive days, Sunday through Saturday. The normal work schedule shall be Monday through Friday with the following exception:

1. Except as otherwise provided for in the appendices to this Agreement as they relate to employees whose regular work schedule includes weekend hours or as otherwise agreed in writing by the parties, an employee whose normal work schedule is Monday through Friday and who is required to work Saturday or Sunday will be paid either overtime or be given compensatory time at the appropriate rate according to the guidelines set forth in Article 10, Section 10.2, Subparagraphs 1 and 2 below.
 - a. Volunteers will first (1st) be used, then employees will be required to work based on inverse order of seniority.
 - b. The Employer shall post the need for employees to work until 5:00 p.m. in a given office two (2) weeks in advance of the date(s) to be worked except in emergency situations.

The work day shall consist of any twenty four (24) hours in a pre-established work schedule effective 1/1/08. The work shift shall consist of, seven and one half (7½), or eight (8) hours within a work day.

Section 9.3: Regular hours of work shall be consecutive except that they shall be interrupted by a lunch period. There shall be no split shifts.

Section 9.4: Work schedules showing the employee's shifts, work days, and hours shall be posted on applicable departmental bulletin boards. Except for emergencies, changes will be posted two (2) weeks in advance.

Section 9.5: When schedules are to be adopted for new programs, the Employer agrees to meet and discuss with the Union prior to implementation of such a change of schedules.

Section 9.6: All employees shall be granted a lunch period between the third (3rd) and fifth (5th) hours of their work day unless emergencies require a variance. Required hours of work during a work day shall be exclusive of this period.

Section 9.7: All employees' work schedules shall provide for a fifteen (15) minute rest period during each one half (½) work shift. The rest period shall be scheduled whenever possible at the

middle of each one half (½) shift. The Employer, however, shall be able to vary the scheduling of such period when, in its opinion, the demands of work require such variance.

Section 9.8: The normal work shift for employees who work in the Court House and the Erie County Health Department shall be 8:00 a.m. to 4:30 p.m., with the following exceptions:

1. In the event a certain office or offices are required to remain open to the public until 5:00 p.m., any employee who is required to work from 8:00 a.m. until 5:00 p.m. shall be paid for seven and one-half (7½) hours of work at straight time and shall not be eligible for overtime until he/she works one seven and one-half (7½) hours in one (1) day or thirty-seven and one-half (37½) hours in one (1) week.
 - a. The same provisions as outlined in Section 9.2, Subparagraphs a and b above, will be applied to any employee required to work until 5:00 p.m.
2. Any employee who is regularly-scheduled to work eight (8) hours per day and forty (40) hours per week shall be paid for eight (8) hours of work at straight time and shall not be eligible for overtime unless he/she works over eight (8) hours in one (1) day or forty (40) hours in one (1) week.

Said hours shall include a one (1) hour unpaid lunch.

Section 9.9: Employees whose regular work shift is second (2nd) shift or third (3rd) shift will be paid a shift differential of (\$.50) fifty cents for each hour worked on such shifts. This shift differential will only be paid for hours worked and will not be paid for paid leave hours such as holidays, vacations, personal leave days, sick leave, work related disability, funeral leave, military leave, jury duty leave, or administrative leave.

Section 9.10: For purposes of applying the aforesaid shift differentials, all hours worked by an employee during the work day shall be considered as worked on the shift on which he/she is regularly scheduled to start work.

1. Any shift with the majority of scheduled hours between 7:00 a.m. and 3:00 p.m. will be first (1st) shift.
2. Any shift with the majority of scheduled hours between 3:00 p.m. and 11:00 p.m. will be second (2nd) shift.
3. Any shift with the majority of scheduled hours between 11:00 p.m. and 7:00 a.m. will be third (3rd) shift.

Section 9.11: Flex time: The Union and the Employer agree to the concept of flex-time. The Union and the Employer agree that the flex-time procedures for a department will, upon a written request by the Union, be negotiated by the Union and the Employer.

Article 10 Overtime

Section 10.1: The Employer shall be the sole judge of the necessity for overtime. The Employer agrees to make reasonable efforts to post the need for overtime work, when that need is determined, in order to provide advance notice to the employees.

Section 10.2: All employees shall receive time and one half (1½) their regular rate of pay for all hours worked over seven and one-half (7½) in one (1) day or thirty-seven and one-half (37½) hours in one (1) week, except as outlined in Article 9, Section 9.8.1 and Section 9.8.2 above. Overtime hours shall not be pyramided. Employees on a five (5) day per week schedule shall be paid double time for the seventh (7th) consecutive day actually worked.

Scheduled overtime hours shall be consecutive within a work day, meaning that there will be no overtime split shifts within a given work day.

Overtime payments shall be paid exclusive of any premium or shift differential.

1. By mutual agreement between the Employer, the Union, and the employees involved, compensatory time off at the appropriate rate may be granted in lieu of premium overtime pay, provided that compensatory time can only be granted in place of overtime pay when earned through overtime which occurs in increments of one hour or more.
2. Such compensatory time off shall be given at a time desired by the employee, provided sufficient opportunity is given the Employer to schedule same.

Section 10.3: Each department shall maintain a record of overtime hours worked by employees within that department subject to the following limitations: Qualified employees within the needed classification who normally perform the work shall be given the opportunity to work overtime on the basis of this record, so as to equalize as nearly as practical, the opportunity to work overtime within classifications and within departments. Overtime shall be equalized every six (6) months based on equalization periods of January through June and July through December of each calendar year. Overtime equalization lists shall be furnished to the Union President or designee every six (6) months.

The preceding notwithstanding, it is recognized that where a job is in progress, the most practical manner of assigning overtime will be to hold over qualified employees within the needed classification who are working on the shift that precedes the overtime.

Other situations might occur in which the employer may have to hold employees over (or in which a sufficient number of employees cannot be held over and some additional employees must be called in), and when this occurs, the above referred to roster will be consulted to determine which

of the qualified employees within the department and needed classifications and who normally perform the work shall be called in.

It is understood that the Employer retains sole discretion to determine the number of employees, if any, within each classification, that shall be used on overtime. Moreover, nothing in this article is intended to restrict the Employer's right to limit work assignments to qualified employees.

Section 10.4: When a situation occurs within the County government that imposes a hazard to public health, safety, and welfare, it is agreed that any employee shall be assigned to the abatement of that hazard regardless of whether the work is overtime or not, without violating this agreement.

Section 10.5: Employees will be expected to work overtime because of an emergency that reasonably necessitates the working of such overtime. The Employer reserves the right to discipline, suspend, or discharge any employee who violates the provisions of this section.

Section 10.6: All authorized paid leave shall be counted as time worked in computation of overtime. Any employee who takes a partial day off using unscheduled sick leave shall not be eligible for voluntary overtime in the same calendar day.

Section 10.7: Employees who work beyond their scheduled shifts will be granted a fifteen (15) minute rest period before starting their overtime and between the second (2nd) and fourth (4th) hours of said overtime. The Employer, however, shall be able to vary the scheduling of said rest periods when, in its opinion, the demands and circumstances of the overtime require such variance.

Section 10.8: Any employee who has worked his/her regularly scheduled shift and is required to work four (4) additional continuous hours shall be given a meal or compensated in the amount of eleven dollars (\$11.00).

Section 10.9: Per diem and/or temporary employees shall not be used to perform the normal duties of regular employees in order to avoid the filling of a vacancy and/or the payment of overtime.

Per diem employees shall not be utilized in a given position for more than ninety (90) work days in any calendar year. Excluded from this restriction are normal uses of per diem employees as referred to in Article 2 of the Agreement, an example being the Voter Registration office relative to primary and general elections. The County agrees to apply the per diem restriction on the Voter Registration Office for all periods except:

- a. Sixty (60) days before the primary and sixty (60) days before the general election.
- b. Seven (7) days after the primary and seven (7) days after the general election.

If an additional position is necessary, the Employer shall request of County Council appropriations necessary to fund a full time position. If the County Council refuses said appropriation, the

Employer shall be prohibited from using per diem employees for that particular job function in the department in question.

The Employer will provide the Union a monthly report which will identify the per diem employees hired and for whom they are filling in.

Section 10.10: Employees who are required to work, while other employees within the same Department at the same site are sent home shall receive straight comp time hour for hour in addition to their regular pay.

Article 11 Call In Provision

Section 11.1: An employee who is called in to work on a work day when he/she is not regularly scheduled and an employee who is called into work without advance notice of at least the previous day, shall be guaranteed at least one-half (½) day of work at time and a half (1½) his/her regular hourly pay, even if the employee's services are not needed for a minimum of one-half (½) day. If the employee's services are needed for more than a half (½) day, he/she shall be paid time and a half (1½) for all hours of such work.

If such call in duty precedes an employee's regular shift, call time compensation shall end with the start of such normal shift.

Article 12 Temporary Transfers

Section 12.1: All employees shall be required to perform any and all temporarily assigned duties, regardless of their usual or customary duties or job assignment. A temporary transfer shall not exceed fifteen (15) working days, except (1) to fill a vacancy caused by an employee being on sick leave or other approved leave of absence; (2) to provide vacation relief scheduling; or (3) to meet an emergency situation. Junior employees will be used to perform temporary duties whenever feasible.

Section 12.2: The Union must recognize the right of the Employer to direct its working force and on occasion may assign employees to duties outside the employee's classification.

Whenever an employee is temporarily assigned to perform in general the duties of a position in a higher rated classification for one (1) day per month or two (2) half (½) days per month, the employee shall be compensated retroactively to the time the assignment took place, at a rate equal to the minimum step of the pay range for the temporary position or six percent (6%) above his/her regular rate, whichever is greater, for the hours worked.

In addition, if the Employer assigns an employee on a temporary basis to a lower classification, or if an employee temporarily performs some duties and functions assigned to a lower classification,

the person so assigned shall receive the compensation of the higher level to which he/she is regularly assigned. The Employer shall make such assignment on a non-discriminatory basis so as to equalize the same among the persons within the classification from which assignments are made.

Article 13 Promotions, Vacancies And Transfers

Section 13.1: The promotion of an employee shall be in recognition of the employee's demonstrated competence to perform more responsible work and shall be based upon his actual assignment to a position of increased difficulty and responsibility. A promotion shall not take place solely on the basis of seniority or primarily to increase an employee's pay. The employee's promotion rate will be six percent (6%) per pay grade, up to a maximum of eighteen percent (18%), or the minimum rate of the pay grade, whichever is greater.

A "demotion" shall mean a movement of an employee to a job classification having a lower rate of pay. Demotions shall only take place for just cause. The employee's demotion rate will be equal to six percent (6%) less per pay grade, up to a maximum of eighteen percent (18%), or the maximum rate of the pay grade, whichever is lower.

Employees demoted due to administrative reasons*, not due to disciplinary reasons, will be allocated to the appropriate pay grade and placed on the step closest to the employee's current rate or be placed at the maximum rate of the new pay grade, whichever is lower. *e.g. An administrative demotion might occur when an employee experiences a layoff and uses his/her bumping rights to move into a lower job classification.

Section 13.2: When a vacancy occurs other than for temporary transfers in the bargaining unit, the Employer will post notice of such vacancy for a period of ten (10) work days. The Employer reserves the right to temporarily fill a vacancy pending selection of a successful bidder. The notice shall state which job(s) are open, how many openings exist, what qualifications are required, how the bid is to be made, and what the time limit for filling of same is. The Employer and the Union discourage the costly practice of indiscriminate bidding for individual convenience or temporary advantage.

Employees who wish to apply for the vacancy shall file their bid within the prescribed time limit.

A "vacancy" means an opening that exists because of a termination, retirement, death, establishment of a new job, or addition to the present work force.

Section 13.3: Any senior, qualified employee covered by this Agreement will be given first (1st) preference on a posted vacancy, provided he/she possesses the necessary skills and qualifications and proves his/her ability to satisfactorily perform the functions, duties, and responsibilities of the job to the satisfaction of the Employer within ten (10) work days after assuming said position; and provided further that in cases of competing bidders, the job may be awarded to a less senior bidder

when, and only when, the less senior bidder possesses substantially greater skill, bona fide occupational qualifications, and abilities. Any action by the Employer taken in reliance upon the last proviso of the preceding sentence shall be subject to the grievance procedure, and the Employer shall have the burden of establishing the basis of its action in any arbitration arising thereunder.

All employees will be given an orientation at the beginning of their ten (10)-day trial period, when they are recalled to, bump in, or bid on a vacancy under this section of the Agreement. At the sole discretion of the Employer, the ten (10) -day trial period may be extended on an individual basis.

In the event the vacancy is not filled by an employee covered by this Agreement, the Employer may fill the vacancy from the outside. Any employee covered by this Agreement who fails to qualify within the prescribed ten (10) work day period shall be permitted to return to his former job without loss of seniority. The vacancy shall be given to the next senior qualified employee who has bid for the vacancy. During the ten (10) -day trial period, the employee may voluntarily return to his/her former job.

Employees shall be permitted to bid on lower, higher, or equal positions. Employees are permitted to bid on a job with the same title as their current job so long as it is outside of their current section and department.

If a vacancy is not filled by a voluntary permanent transfer, or no successful bidder is chosen to fill said vacancy, then lateral transfers by mutual agreement between all parties involved may take place.

The Employer shall fill any posted job classification normally within ten (10) work days and in no event later than twenty (20) work days.

Section 13.4: If the Employer deems it necessary to establish more than one (1) shift per department, or more than one (1) shift for a particular job classification within a department, employees in the affected department shall have the first (1st) right to bid on those new shift positions prior to making the new positions available to employees outside of the department through the bidding procedure or to persons outside of the bargaining unit if the new positions are not filled by an employee covered by this Agreement. In posting these new shift positions, the Employer has the right to establish the hours of work as well as any special qualifications or abilities necessary to perform the work. An employee who has successfully bid onto a new shift position and who has completed his/her trial period shall be entitled to remain in that new position unless otherwise provided under this Agreement.

Section 13.5: Employees desiring to transfer to other shifts shall submit an application in writing to the Human Resources Office. The application shall state the reason for the requested transfer. Employees requesting transfers shall be given first (1st) opportunity to fill the vacancy before any new employees are hired except in emergency cases, at which time a meeting will be held between the parties with an explanation given of the reason the transfer was denied.

Section 13.6: Nothing in this Article shall be construed to mean that the Employer is obligated to temporarily or permanently fill a vacancy which is not posted, or to assign a job or grant a ten (10) day trial period to any applicant who is not qualified.

Section 13.7: The Employer may transfer/reassign an employee laterally within organizational units. However, lateral transfers/reassignments outside of such organizational units must be mutually agreeable.

Organizational Units:

Human Services:	MH/ID Office of Children of Youth Drug & Alcohol
Health:	Administration Environmental Health Services Community Health Services Health Promotion and Quality Improvement
Public Safety	911 EMA
Finance:	Assessment Revenue & Tax Claim General Accounting
Elections:	Voter Registration Conduct of Elections
Library:	Main Library District Services each separate Library Branch
Operations:	Switchboard Building Maintenance Stockroom/Mailroom
Veterans Affairs	
Public Defender	
Sheriff:	Deputy Sheriff Security/Transport Deputy Radio Room/Clerical Staff

District Attorney

Clerk of Records: Recorder of Deeds
Clerk of Courts
Register of Wills
Prothonotary

Prison Operations: Building Maintenance

Section 13.8: If an employee works out of class for sixty (60) days or more, said job will be posted and filled as per the labor agreement (except for replacements of employees on approved paid or unpaid leaves).

Article 14 Layoffs

Section 14.1: When, in the sole opinion of the Employer, it is necessary to reduce the work force of the Employer, the Employer shall designate the department and classifications subject to layoffs. Employees who have not completed their probationary period and per diem employees shall be laid off first (1st).

1. Layoffs shall occur according to AFSCME bargaining unit seniority within classification. The employee having the least seniority within the effected classification will be the first (1st) employee to be laid off after the provisions of the first (1st) paragraph of this article are met.

It is agreed that no full-time job will be changed to part time. However, if an employee requests a change from full-time to part-time status, the Employer and the Union will meet to determine if the request should be approved.

Section 14.2: Employees shall be given a minimum of two (2) weeks advance written notice of layoff.

Section 14.3: The Employer agrees to recall any qualified employee (to vacant positions that are equal or lower rated) on the recall list before accepting bids for vacancies that are to be filled.

Section 14.4: An employee who is scheduled for a layoff has the right to apply for and shall be eligible in accordance with the seniority provision for any job vacancy within his/her own classification, or an equal or lower paid, less responsible classification within the AFSCME bargaining unit of County government, or position which is occupied by an employee of the same classification or an equal or lower paid, less responsible classification with said AFSCME bargaining unit who has less seniority, provided the most senior employee possesses the necessary skills, qualifications, and ability to satisfactorily perform the functions, duties, and responsibilities of the remaining job. This procedure shall be known and referred to as "bumping". Employees

shall have forty-eight (48) hours to exercise their bumping rights; this excludes weekends and holidays.

Section 14.5: In the event an employee's position is abolished, said employee may exercise his/her seniority and bumping rights in accordance with this Article 14. If said employee is not eligible to bump in accordance with this article and he/she is laid off, his/her name will be placed on a recall list for a period of two (2) years. The Employer agrees to mail a vacancy announcement to any employee on said recall list. No new employees will be hired until all employees on said recall list who are qualified to perform the available work have been given the opportunity of recall.

Section 14.6: In the event an employee is laid off, he/she may, upon request, receive payment for earned but unused vacation as quickly as possible, but not later than thirty (30) days after layoff.

Section 14.7: Employees of elected officials cannot bump into bargaining unit positions that are not under the jurisdiction of an elected official.

Article 15 Paid Leaves Of Absence

Seniority and service credit shall continue to accrue during paid leaves of absence. All of the following leaves shall be considered paid leaves of absence:

- Holidays
- Vacations
- Personal Days
- Sick Leave
- Worker's Compensation
- Funeral Leave
- Military Leave
- Jury Duty Leave
- Administrative Leave

Article 15-A Holidays

Section 15-A.1: The following days shall be recognized as holidays:

- New Year's Day
- Martin Luther King's Birthday
- Presidents Day
- Good Friday
- Memorial Day

- Flag Day (floating holiday for Library staff only, may be taken anytime during the calendar year, cannot be carried over.)
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- Either the day before or the day after Christmas, as decided by the Employer
- Employee's Birthday (floating holiday to be used fourteen (14) days before or after employee's actual birth date) effective 1/1/08

Section 15-A.2: Friday shall be recognized as a holiday for all holidays occurring on Saturday, and Monday shall be recognized as a holiday for all holidays occurring on Sunday, except for those employees covered by Section 15-A.3, Paragraph 3 below. New employees refer to Article 8, Section 8.1, Subparagraph 3 above.

Section 15-A.3:

1. An employee on a Monday through Friday work week shall be paid for any holiday listed in Section 15-A.1 above, provided he/she was scheduled to work on that day and if he/she was in compensable status on the afternoon of his/ her scheduled work day prior to said holiday and the morning of his/her scheduled work day after said holiday.
2. If a holiday is observed while an employee is on sick leave or other paid leave status, he/she will receive his/her holiday pay.
3. Employees working other than a regular Monday through Friday work week shall be guaranteed the same number of paid holidays received by employees on the regular Monday through Friday schedule, subject to the same entitlement requirements.

Section 15-A.4: Holiday time, for purposes of this Agreement, shall be the twenty four (24) hour period commencing with the shift starting hour used at the beginning of the work week.

Section 15-A.5: When one (1) of the holidays specified in Section 15-A.1 above is observed during an employee's vacation, he/she will have the option of being entitled to one (1) additional day of vacation or being paid his/her vacation plus his/her holiday for the holiday.

Section 15-A.6: Any employee who is scheduled to work or called in on any of the holidays as set forth in Section 15-A.1 above shall be compensated at the rate of one and one-half (1½) times his/her regularly rate of pay plus holiday pay at straight time, or a total of two and one-half (2½) times his/her regular hourly rate for all holidays worked; provided he/she is in compensable status

on the afternoon of his/her scheduled work day before the holiday and the morning of his/her scheduled work day after the holiday.

Section 15-A.7: By written mutual agreement between the Employer, the Union, and the employee involved, compensatory time may be granted in lieu of holiday pay. The compensatory day off must be scheduled by mutual agreement within thirty (30) days before or after the holiday (e.g., employee works on Labor Day and receives one and one-half (1½) times his/her regular hourly rate of pay for all hours worked on said day, and receives one (1) day compensatory time on a date mutually agreed to by the parties).

Section 15-A.8: Regular part time employees who work twenty (20) or more hours per week are entitled to four (4) hours pay or pro-rata pay, whichever is greater, for each holiday in Section 15-A.1 above, provided that the provisions of this Article 15-A are met. New employees refer to Article 8, Section 8.1, Subparagraph 3 above.

Article 15-B Vacations

Section 15-B.1: Employees covered in this Agreement shall be entitled each calendar year to an annual vacation with pay according to the following schedule:

<u>Length of Service</u>	<u>Vacation Entitlement</u>	
	<u>Per Month</u>	<u>Per Year</u>
0 - 12 months	½ day	6 days
13 - 36 months	1 day	12 days
37 - 72 months	1¼ days	15 days
73 - 120 months	1½ days	18 days
121 - 180 months	1¾ days	21 days
181 - 240 months	2 ¹ / ₁₂ days	25 days
241 months & over	2½ days	30 days

Section 15-B.2: Employees shall be credited for vacation time starting from their date of hire and shall earn annual vacation credits for each month in which they are in compensable status ten (10) or more working days.

Section 15-B.3: Vacation pay shall be the employee's straight rate of pay in effect for the employee's job. If any employee's approved vacation is canceled, the employee shall be paid at the rate of one and one-half (1½) times his/her base rate for all hours worked during any day which he/she would otherwise be on vacation. The canceled vacation shall be rescheduled.

Section 15-B.4: Whenever an employee is transferred from one (1) County Department to another, he/she shall be credited in the new Department with all remaining vacation leave to which he/she was entitled before the transfer occurred.

Section 15-B.5: Employees shall be permitted to anticipate vacation leave in advance. An employee who subsequently terminates employment shall reimburse the Employer for those days of vacation leave used but not earned.

Section 15-B.6: Vacations shall be granted throughout the calendar year. Vacation leave may be accumulated from year to year not to exceed a maximum of thirty (30) days.

Section 15-B.7: Any employee who is laid off, discharged, retired, or otherwise separated from employment with the County of Erie, shall be compensated in cash for any unused accumulated vacation entitlement as soon as possible after severance. In the event of death, such payment shall be made to the employee's beneficiary.

Section 15-B.8: Regular part time employees who work twenty (20) or more hours per week will earn vacation entitlements on a pro rata basis for the appropriate years of service, provided that the provisions of this article are met. Regular part-time employees who become full-time employees shall carry over their part-time service for the purposes of computation of vacation entitlements.

Section 15-B.9: Employees who become ill while on vacation shall not be charged with vacation, but at the employee's request the leave shall be charged to sick leave. Proof of such illness will be provided by said employee in the form of a doctor's certificate.

Section 15-B.10: On an annual basis, employees shall be eligible to exchange up to one-half ($\frac{1}{2}$) of their accrued vacation days for cash payment at their effective hourly rate based on a schedule developed by the Employer. This exchange shall be made in units of full working days only.

Article 15-C Personal Leave Days

Section 15-C.1: After thirty (30) calendar days of service, employees shall be eligible to earn three (3) personal leave days in the first half of the year and two (2) personal leave days in the second half of the year for a total of five (5) days per calendar year.

Section 15-C.2: Personal leave shall be granted for periods of time requested by the employee, subject to management's responsibility to maintain efficient operations. If the nature of the work makes it necessary to limit the number of employees on personal leave at the same time, the employee with the greatest seniority as it relates to total years of continuous service as a County employee shall be given his/her choice of personal leave in the event of any conflict in selection.

If personal leave is requested the same morning the employee intends to take such personal leave, the request must be made to the department director or his/her designee within one (1) hour after the employee's normal starting time.

Section 15-C.3: Personal leave days shall be non-cumulative from calendar year to calendar year. If an employee is required to work on his/her scheduled personal leave day and is unable to reschedule his/her personal day during the calendar year due to demands of his/her work, the calendar year shall be extended for ninety (90) days for rescheduling purposes.

Section 15-C.4: An employee who becomes ill while on personal leave will not be charged personal leave for the period of illness, provided he/she furnishes a satisfactory proof of such illness to the Employer upon his/her return to work.

Section 15-C.5: Regular part time employees who work twenty (20) or more hours per week will earn personal days on a pro rata basis provided the provisions of this Article 15-C are met.

Article 15-D Sick Leave

Section 15-D.1: Employees shall earn sick leave at the rate of one and one-fourth (1¼) days per month for fifteen (15) work days per year. Employees may accumulate an unlimited number of sick days that will be available for future use. Sick leave shall be earned by an employee for any month in which the employee is in compensable status for ten (10) or more working days.

Section 15-D.2: Proof of illness in the form of a medical certificate may be required if any employee is absent for three (3) consecutive work days, or if the illness occurs during an employee's annual leave.

Section 15-D.3: No paid sick leave shall be granted to an employee unless he/she notifies his/her department head no later than one-half (1/2) hour before his/her regularly scheduled starting time on the first day of the absence stating the approximate expected duration of the absence. An employee who exceeds the expected duration also must call in the additional days in order to receive paid sick leave.

Section 15-D.4: Any employee who, in the opinion of the Employer, is abusing sick leave shall be required to submit to the Employer a medical certificate for any absence of one (1) day or more. For purposes of this section, evidence of sick leave abuse may include, but is not necessarily limited to, patterns of sick leave use (e.g. sick leave used around holidays or weekends or recurring sick leave use on specific days or at specific times) or evidence that sick leave is being used for an improper purpose. A supervisor must issue a "pre-warning" in writing informing an employee that sick leave abuse is suspected, and that with the next absence from work, the employee will be required to furnish a doctor's certificate. It is also agreed that the Employer will notify the Union of such employees. A pre-warning shall not, on its own, constitute disciplinary action. An employee who has been identified as abusing sick time and thereby is required to submit medical certification for absences of one (1) day or more will not have to submit a medical certification if his/her attendance record shows a discontinuation of abuse of sick time for a six (6)-month period.

Section 15-D.5: Whenever an employee is transferred from a position in one (1) County department to another, he/she shall be credited in the new department with all remaining sick leave to which he/she was entitled before the transfer occurred.

Section 15-D.6: Employees shall be permitted to anticipate sick leave in advance. An employee who subsequently terminates employment shall reimburse the Employer for those days of sick leave used but not earned.

Section 15-D.7: Any individual who misuses his/her sick leave entitlements shall be subject to disciplinary action including suspension and/or discharge. Action under this section shall be based on just cause.

Section 15-D.8: Regular part time employees who work twenty (20) or more hours per week will earn sick leave days on a pro rata basis provided that the provisions of this article are met.

Section 15-D.9: Employees may use no more than twelve (12) days of sick leave in any calendar year where sickness in the immediate family required the employee's absence from work. Immediate family is defined as parents, spouse or children of the employee, and dependents living in employee's home. The Employer may require proof of such family sickness.

Section 15-D.10: Upon retirement from employment or upon voluntary termination with twenty (20) or more years of continuous service in a permanent status position with the County, the employer shall pay the employee's current rate of pay for earned and unused sick days in accordance with the following scale:

1-90:	20%
91-190:	25%
191-above:	30%

Article 15-E Work-Related Disability

Section 15-E.1: Any employee who sustains a work related injury as a result of which he/she is disabled if so determined by a decision issued under the operation of the Worker's Compensation program, shall be paid the difference between the monies to which he/she may be entitled under Workers' Compensation, Social Security, or other applicable disability benefits and his/her full salary for a period of one (1) year, or for the duration of his/her disability, whichever is the lesser. The employee will be paid a supplement to worker's compensation of full pay reduced by an amount that yields a net pay, including worker's compensation and social security disability benefits, that is equal to the employee's net pay immediately prior to the injury. Net pay prior to injury is defined as gross base pay minus federal, state, and local withholding, unemployment compensation tax, Social Security, and retirement contributions; provided, however, that no supplemental payment shall be owing if the work-related injury is caused by the negligence or

fault of the employee and/or is the result of the failure of the employee to comply with applicable regulations, policies, or procedures.

Section 15-E.2: Employees shall not accrue any sick leave or holiday entitlements throughout the duration of any work related disability; and upon return to work, their entitlements shall be proportionately reduced. Vacation days may be earned to a maximum of one-half (½) the normal entitlement during any one disability for a maximum of ten (10) days.

Section 15-E.3: The Employer shall not be required to provide Hospital Medical Insurance, Life Insurance, or Long Term Disability Insurance or to make other Health and Welfare payments on behalf of any employees who have been absent from work in excess of two (2) years.

Article 15-F Bereavement Leave

Section 15-F.1: In the event of a death in immediate family, the employee, upon request, will be excused with pay up to a maximum of four (4) consecutive regular working days, to be taken within one (1) year of the death, to allow the employee to handle any legal obligations, funeral arrangements, and grieve. For purposes of this section, immediate family member shall include an employee's wife, husband, daughter, son, mother, father, sister, brother, grandmother, grandfather, granddaughter, grandson, any dependent residing in the employee's household, mother-in-law, father-in-law, daughter-in-law, son-in-law, step-mother, step-father, step-daughter, and step-son.

Section 15-F.2: In the event of death of a near legal relative, an employee, upon request, will be excused with pay a maximum of two (2) consecutive regular work days which must precede and may include the day of the funeral. For purposes of this section, a near legal relative shall include an employee's sister-in-law, brother-in-law, grandparent-in-law, aunt, uncle, niece, and nephew.

Section 15-F.3: Employees who need additional time off from work may be permitted to use annual leave, personal days, or compensatory time.

Article 15-G Military Leave

Section 15-G.1: The Employer and Union agree to abide by state and federal laws applicable to military leave.

Section 15-G.2: Employees who are members of the National Guard or Reserve components of the Armed Forces are entitled to a leave with pay on all working days not exceeding twenty (20) days in any calendar year during which they are engaged in field training authorized by the Federal Forces or the State of Pennsylvania.

Section 15-G.3: Whenever an employee is drafted at any time into the active military service of the United States or enlists in time of war or armed conflict, he/she shall be granted a military leave without pay. The term drafted shall mean to be ordered into active military service as a member of a Reserve component of the Armed Forces, or in any way to enter or remain involuntarily in active military service for such period as is necessary to satisfy one's draft obligation. While an employee is on military leave, his/her duties shall either be performed by remaining employees and his/her position kept vacant, or they shall be performed by a temporary substitute.

Article 15-H Jury Duty Leave

Section 15-H.1: An employee called for jury duty or subpoenaed to attend court will be granted a leave of absence while attending court. The department head will be given notification of the necessity of jury duty or court duty as far in advance as possible. An employee required to attend court either as a juror or witness shall, insofar as practical, perform his/her duties before court convenes or after it adjourns. An employee on jury duty or subpoenaed as a witness shall be compensated the difference between his/her regular rate of pay and the amount received by him/her for such duty.

Article 15-I Administrative Leave

Section 15-I.1: Leaves with pay may be granted by the Employer at its sole discretion. Such leaves must be approved by the County Executive.

Section 15-I.2: Administrative leave shall be granted to Union officers for labor/management meetings with the Employer under Article 24 below and for the processing of grievances under Article 23, Section 23.6 below.

Section 15-I.3: The Employer agrees that if it appoints Union representatives to County wide committees, they shall be granted administrative leave for such duties that take place during working hours. The Employer also agrees to grant administrative leave to up to eight (8) Union representatives from this bargaining unit for negotiations when the Employer conducts negotiations during working hours.

Article 16 Leaves Of Absence Without Pay

Service credit and "length of service for vacation calculation" shall not accrue during unpaid leaves. All of the following leaves shall be considered leaves of absence without pay:

- General Leave
- Medical Leave

- Maternity/Paternity Leave
- Educational Leave
- Union Leave

Section 16.1: While an employee is on such leave, his/her duties shall either be performed by remaining employees and his/her position be kept vacant, or they shall be performed by a temporary substitute.

Section 16.2: Upon return from a leave of absence, the employee will be reinstated to his/her former job classification and shift, provided the position is available, and if not, the employee has the right to exercise his/her seniority rights under Article 14, Section 14.4 above.

Section 16.3: During such unpaid leaves of absence, employees shall not be entitled to accrue or receive such benefits as (vacation, sick leave, personal days, holidays, etc.) provided by this Agreement. However, any accrued benefits will be restored to the employee upon return from such leaves in compliance with the provisions of this Article 16.

Section 16.4: An employee who is absent from work without authorization shall be considered absent without leave and shall receive no compensation for the period of absence. In the event the unauthorized absence exceeds three (3) consecutive days, the employee automatically terminates his/her employment, unless a compelling, mitigating circumstance prohibited the employee from properly notifying the Employer within said three (3) day period.

Section 16.5: The following violations of leave provisions shall be cause for discharge under the terms of this Agreement:

1. Failure to return to work as scheduled after an authorized leave.
2. Working elsewhere while on leave.
3. Falsifying a leave application form.

Article 16-A General Leave

Leaves of absence without pay may be granted to employees for such purposes and for such periods of time as may be authorized by the Employer. Such leaves must be authorized by the Department Director and approved by the Director of Personnel.

Article 16-B Medical Leave

After completing one (1) year of service, employees who have exhausted their paid sick leave entitlements shall be granted an unpaid leave of absence for illness. Such leave shall be given only in the case of extended employee illness or injury; it is not available to be taken on an intermittent basis. The employee, upon his/her return to work, shall be guaranteed his/her job or a comparable

job within his/her bargaining unit, provided he/she has the necessary seniority to maintain the same. Such leave shall not exceed two (2) years in total over a three (3)-year period in the case of work related disabilities, or one (1) year over a three (3)-year period in the case of non-work related disabilities. An employee shall not accrue any vacation, holidays, or sick leave entitlements throughout the duration of such leave.

1. After completing the ninety (90) day probationary period, but with less than one (1) year of service, an employee who has exhausted his/her paid sick leave entitlement shall be granted an unpaid leave of absence not to exceed ninety (90) days, provided that the provisions outlined in this Article 16-B are met.

Article 16-C Maternity/Paternity Leave

Section 16-C.1: Employees are entitled to a leave of absence without pay not to exceed six (6) months for the birth of the employee's child and/or the placement of a child with the employee for adoption, to be taken within one (1) year of the birth or adoption. The Employer reserves the right to require proof of parental status and/or adoption.

Section 16-C.2: To request maternity/paternity leave, the employee must provide written notice to his/her supervisor or department head at least two (2) months prior to the anticipated commencement of leave, or as soon as practicable if the leave is not foreseeable. Maternity/Paternity leave will run concurrently with FMLA leave.

Section 16-C.3: Employees shall be permitted to use any available family sick leave, as provided for under Section 15-D.9, for up to twelve (12) consecutive work days in a single calendar year concurrently with unpaid parental leave under this Section and without the need for proof of family sickness. An employee who is unable to work, as certified by a physician, due to pregnancy or medical disability after child birth shall be entitled to paid and/or unpaid leave as otherwise provided for in this Agreement. All other periods of leave under this maternity/paternity leave policy shall be leave without pay. Unused accrued vacation, sick leave, and other appropriate paid leave status shall be carried over until the employee returns. An employee shall not earn vacation, sick, or other paid leave while on maternity/paternity leave without pay.

Article 16-D Tuition Reimbursement

Section 16-D.1: After one (1) year of service, tuition reimbursement for relevant undergraduate or graduate work may be granted at the sole discretion of the Employer contingent upon the County's availability of funds. An employee approved for such reimbursement will be reimbursed at the rate of eighty percent (80%) of the actual tuition costs, provided that that he/she earns a "B" or better in the course. Also, course work related to the job, but not necessarily leading to a Bachelor's degree or a Master's degree, shall be considered for reimbursement at the rate of eighty

percent (80%) of the actual tuition cost, provided that the employee earns a "B" or better in the course, or passes the course in a pass-fail grading system.

Section 16-D.2: An employee who is granted tuition reimbursement must continue employment with the County of Erie for a period of two (2) months for each credit hour of tuition reimbursement received or otherwise shall repay the Employer a pro-rated amount of that tuition reimbursement based upon the unexpired period of required continued employment. The required period of continued employment shall commence upon completion of the course for which tuition reimbursement is granted and may run concurrently with another course that the employee is taking.

Article 16-E Union Leave

Section 16-E.1: Leaves of absence for the purpose of accepting full-time positions with the International Union shall be granted and made available to no more than one (1) employee during any one time. A two (2) week notice for application for leave shall be afforded the Employer in writing to enable proper provisions to be made to fill the job or jobs to be vacated. Leaves of absence shall be for a period not in excess of one (1) year and may be renewed for additional periods. It is understood and agreed that any employee on leave for Union office will only accrue seniority rights during the period of leave and shall not be entitled to any of the other benefits, rights, or entitlements under this Agreement, excluding hospitalization and life insurance, which shall be paid by the employee.

Section 16-E.2: Members of the Union elected as official delegates to the annual convention of the Union shall, upon written request, be granted up to two (2) days leave without pay, where such time is necessary to attend the annual convention. No more than three (3) Union members will be entitled to attend the annual Union convention in any one (1) year.

Section 16-E.3: Members of the Union elected as official delegates to the International Convention of the Union shall, upon written request, be granted up to five (5) days leave without pay, where such time is necessary to attend the International Convention. No more than six (6) Union members will be entitled to attend the International Convention as called.

Article 17 Benefits During Leaves Of Absence

Section 17.1: Employees on paid leaves of absence shall have no interruptions of coverage under the following benefit programs:

1. Hospital/Medical Insurance/Prescription
2. Life Insurance
3. Health and Welfare (Vision)
4. Dental

Section 17.2: During an unpaid leave of absence, (except for medical leaves and maternity leaves), the Employer is not responsible to pay for the following benefit programs:

1. Hospital/Medical Insurance/Prescription
2. Life Insurance
3. Health & Welfare (Vision)
4. Dental

Section 17.3: However, an employee may continue benefits (identified in Section 17.2, Paragraphs 1 and 2 above) during an unpaid leave of absence by tendering to the Employer, in advance, the monthly or periodic premium for such benefits to be paid by the Employer. The employee is responsible for the total cost of any benefits, not just the employee's normal share, if any.

Article 18 Pension

Section 18.1: The Union shall be notified in advance of all Retirement Board meetings, and a Union representative shall be entitled to attend such meetings.

Section 18.2: The Union representative shall be entitled to address the board at its meetings, and shall be given copies of materials related to such meetings.

Article 19 Personnel Records

Section 19.1: The Employer shall maintain one (1) confidential personnel file in the office of the County Personnel Department for each employee. In addition, there may be one (1) official pre-employment file which also shall be confidential and shall contain letters of reference and recommendations and/or material related thereto secured from sources outside the County government.

Section 19.2: Individual personnel files shall be confidential. However, an employee shall have the right to make such pertinent additions or responses to the material contained in his/her official personnel file as he/she shall deem necessary, but he/she shall have no right to remove material from the file. The employee shall have no right of access to the official confidential pre-employment file.

Section 19.3: An employee shall have access to his/her official personnel file as soon as possible during regular working hours provided there shall be no interference with the normal routine of the office, but in no case later than one (1) week after the request has been made. Under no circumstances shall the official personnel file be removed from the office by the employee and his/her access to the file shall be only in the presence of someone in authority in the office.

Section 19.4: The Union shall have access to the official personnel file of an employee at reasonable times during regular office hours after having given the Director of Personnel or his/her designee reasonable notice, and provided it first shall have obtained the express written approval of the employee.

Section 19.5: If the official personnel file is duly subpoenaed in accordance with law, the employee shall be notified at the earliest possible time.

Section 19.6: It is the obligation of each employee to keep the Employer advised of his/her current address and, for purposes of this Agreement, the Employer may reply to the last address supplied by an employee.

Section 19.7: It is the obligation of every employee, within thirty calendar (30) days, to inform the Employer's personnel department of any changes of his/her dependents, which may affect the status of his/her medical benefits. If an individual identified as a dependent is not entitled to medical benefits under the Employer's plan and such individual receives benefits, the employee will be obligated to reimburse the Employer for any charges involved.

Section 19.8: Any record of disciplinary action taken against an employee shall be placed in employee's personnel file for a minimum of two (2) years. If no further such instances have occurred within that time period, the said record(s) shall be removed from the employee's personnel file, except that, in cases of disciplinary action related to allegations of harassment or other egregious violations, as agreed upon by the Employer and the Union, such discipline shall remain in the personnel file indefinitely.

Article 20 Union Visitation – Bulletin Board

Section 20.1: The accredited representative of the Union shall be permitted to enter the County premises during working hours, with the provision that at no such time shall such visitation rights interfere with the work requirements of any employee or the operational requirements of his/her department or the County government.

Section 20.2: The Union may post notices, pamphlets, and bulletins on County bulletin boards in areas mutually agreed upon provided that such material is signed, dated, and clearly identified as to source. No such material shall be posted which is profane, obscene, or defamatory of the Employer or its representatives or to any individual or which constitutes election campaign material.

Section 20.3: Upon request from an appropriate County official or his/her designee, the Union will immediately remove any notice or other writing that the Employer believes violates this section.

Article 21 Wages – Employee Benefits

Section 21.1 Employee Pay Increases:

Effective January 1, 2023, the previously existing pay scale shall be replaced with the pay scale attached hereto as Appendix A, increasing the minimum and maximum for each pay grade by 3%. All employees below the new minimum will receive the general wage increase or a move to the new minimum, whichever is greater. To the extent that the parties agreed to adjust job classifications and pay grades for individual positions during bargaining for this successor collective bargaining agreement, employees in those positions shall first receive the increase associated with the grade change followed by the general wage increase in year one of the Agreement. General wage increases shall be as follows:

- In year 1 of the agreement only, and retroactive to January 1, 2023, employees employed as of ratification will receive general wage increases as follows:

<u>Bargaining Unit Seniority</u> ¹	<u>General Wage Increase</u>
0-5 complete years	4%
6-15 complete years	5%
16+ complete years	6%

- Effective on January 1, 2024, all employees will receive a 3% general wage increase.
- Effective on January 1, 2025, all employees will receive a 3% general wage increase. In addition, the pay scale shall be adjusted to increase the minimum and maximum rates for each pay grade by 3%.
- Effective on January 1, 2026, all employees will receive a 3% general wage increase.

** (In year one only) Remove Grades 1-3. This will be accomplished by giving employees their general wage increase *first* and then moving them to Grade 4.

Employees who have achieved the maximum on the pay-scale will receive a cash bonus equivalent to the percentage general increase. This bonus will be paid in two installments, with half being paid as soon as possible after January 1 of each contract year and half being paid as soon as possible after July 1 of each contract year. Employees must remain employed through the relevant payroll

¹ Complete years of bargaining unit seniority as of January 1, 2023.

period to earn each portion of the bonus. No part of the cash bonus will be added to an employee's rate.

During the term of this agreement, no merit increases will be granted.

A new hire will start at a rate that is not less than the minimum rate of the rate range of his/her job and, based on experience, nor more than four and two tenths (4.2) percent above the minimum rate.

The salaries of employees shall be paid bi-weekly, and shall be issued in the same sequence now used by the Department of Finance.

Section 21.2 Vehicular Insurance: The Employer shall provide up to three hundred and fifty dollars (\$350.00) per year toward additional automobile liability insurance for employees who are required to carry such insurance to cover Employer business, provided that the employee verifies that additional expense on a standard form utilized by the Employer and provides a copy of his/her driver's license and declaration page of insurance.

Payment will be made directly to the employee by the Employer within two (2) pay periods following submission of required proof of liability insurance payment by the employee. The employee shall be able to use the insurance carrier of his/her choice.

Section 21.3 Auto Tow Charge: The Employer will pay the tow charge for an employee whose automobile becomes stuck while driving his/her automobile on County business. The employee will give the Employer a written report as to the time and place where the automobile was stuck and the street block number of the client, if any, for whom the employee was providing a service.

Section 21.4 Damage to Automobile: The Employer will pay the reasonable cost of repairing the interior damage to an employee's automobile, such as damage to the upholstery, which is caused by a client/passenger being transported by the employee on behalf of the County. Damage shall include but not be limited to incidental contact with parasite or bodily fluids. The employee will give the Employer a written report as to the time, client number, and the purpose for which the client was being transported.

The Employer agrees to discuss vehicular insurance issues in a Meet and Discuss meeting.

Section 21.5 Health Insurance: The Employer will provide health insurance, as previously in effect, on the terms outlined below.

Regular full-time employees will be responsible for 5% of the prevailing cost of health insurance and drug coverage through payroll deduction. Beginning January 1, 2021, employees who are non-tobacco users or who participate in an approved tobacco cessation program and who participate in a wellness program approved by the County's health insurance provider(s), to include biometric screenings, an annual physical, and a wellness profile, the monthly premium

contribution will remain at 5%. To be eligible for the wellness program discount, employees must complete all components of the wellness program on or before October 31st of the prior calendar year. For all other regular full-time employees, the monthly premium contribution shall increase to 10%.

For regular full-time employees eligible for the wellness program discount and paying 5%, the monthly cap on the employee share of the premium shall be adjusted as follows:

January 1, 2023	\$105
January 1, 2024	\$105
January 1, 2025	\$110
January 1, 2026	\$110

For regular full-time employees not eligible for the wellness program discount and paying 10%:

January 1, 2023	\$210
January 1, 2024	\$210
January 1, 2025	\$220
January 1, 2026	\$220

The percentage for regular part-time employees who work 20 or more hours per week shall be 25%. These percentages will be applied to the appropriate category of coverage (single or dependent).

In plan annual deductibles shall be established as follows:

	<u>In-Network</u>	<u>Out-of-Network</u>
January 1, 2023	\$300/\$600	\$600/\$1,200
January 1, 2024	\$300/\$600	\$600/\$1,200
January 1, 2025	\$350/\$700	\$700/\$1,400
January 1, 2026	\$400/\$800	\$800/\$1,600

Effective as soon as possible after ratification of this Agreement, the County shall enroll in the Manufacturer Assistance Program (MAP) for specialty drugs as then-available from the County's insurance carriers.

Effective January 1, 2024, co-payments shall be adjusted as follows:

PCP Office Visit:	\$10
Specialist Office Visit:	\$20
ER Visit:	\$100
Urgent Care Visit:	\$40
Prescription:	\$15 generic, \$40 brand, with a mail order option at 2X retail for a 90 day supply.

All other co-payments not specifically mentioned will remain the same.

The County shall have the right to change insurance carriers after discussing the change with the Union.

The Employer is permitted to self-insure the physician insurance so long as the self-insured program is equal to or better than the current program. The Employer and the Union will meet to discuss the proposed self-insured program before it is implemented. The Union has the right to grieve a question relating to the interpretation of this paragraph. The Employer shall have the burden of establishing the basis of its action in any arbitration arising thereunder.

The Employer will provide a flexible spending program which will make possible the pretax payment of the copayments for medical insurance.

Beginning January 1, 2024, an employee who is eligible for coverage on a non-County health insurance plan (e.g. spouse or parent) may decline medical insurance coverage from the County. In return, the employee will receive fifty dollars (\$50.00) per month for as long as the employee receives coverage elsewhere. Said employee may opt back into the County's health insurance plan during open enrollment or as otherwise permitted by the plan, at which time the employee's entitlement to the monthly opt-out under this section shall cease.

Section 21.6 Life Insurance: The Employer agrees to provide group life insurance coverage in the amount of fifty thousand (\$50,000) dollars for all full-time employees covered by this Agreement. Part-time employees shall be eligible to purchase ten thousand (\$10,000) dollars of life insurance through the County. If an employee, due to age, is not covered by the group insurance policy, the County will guarantee the death benefit.

Section 21.7 Dental and Vision: The Employer agrees to provide dental and vision benefits to all full-time employees and regular part-time employees who work twenty (20) or more hours per week through self-insured plans by the County which contain at least the same level of benefits as provided by the Union's Health and Welfare Fund as of December 31, 2002 and improvements to the dental benefits as negotiated between the parties for the Agreement effective January 1, 2019.

Section 21.8 Long-Term Disability: Regular full-time employees in this bargaining unit are eligible for long-term disability coverage after completing six (6) months of service.

Section 21.9 Use of Personal Vehicle: An employee who is required by the Employer to use his/her personal vehicle for Employer business shall be granted the following allowances.

- A. Mileage reimbursement equal to the IRS allowable rate then in effect.
- B. Appropriate expenses such as turnpike tolls and parking.

As a condition for the use of any vehicle (whether county owned or personal), for county purposes, an employee must have a current driver's license and proof of personal automobile insurance.

No mileage will be reimbursed until after the presentation of a travel voucher indicating the employee's odometer reading. Any travel voucher not received within seventy-two (72) hours after the employee's return to work, shall not be reimbursed.

Section 21.10 Lodging: In the event that an employee must secure lodging while engaged in Employer business, the Employer shall incur the cost of such lodging at the reasonable rate for such lodging.

Section 21.11 Meals: Employees who must travel outside of Erie County shall be eligible for meal reimbursements at the IRS allowable rate then in effect.

Section 21.12 Travel Advances: Travel advances for mileage, meals, lodging, and expenses shall only be made when it is anticipated that costs will exceed thirty (\$30.00) dollars.

Section 21.13 Expense Payment Requests: Expense payment requests (travel advances or reimbursements) shall be submitted and paid in accordance with written County-wide or departmental policies.

Section 21.14 Mileage - Work Beginning in Field: During an employee's regular work day, for work that begins in the field, mileage will be paid from the office or the employee's home, whichever is less; for travel that ends in the field, mileage will be paid to the office or the employee's home, whichever is less.

Section 21.15 Health Care Cost Containment Committee: The County and the Union agree to form a Health Care Cost Containment Committee consisting of at least two (2) members from the Clerical/Technical and Professional Units as well as an equal number of employer representatives. The purpose of this committee shall be to explore any opportunities to reduce the cost of Healthcare insurance to the Taxpayers as well as maintaining meaningful levels of coverage at a reasonable cost to the employees. The Committee shall meet at least eight (8) months in advance of the County's current provider's contract expiration date. The final decision as to which healthcare provider the county shall utilize shall be at the discretion of the employer.

Section 21.16 Social Service Aide Vehicle Insurance Reimbursement: The County shall provide \$575 during calendar year 2023, \$625 in 2024, \$675 in 2025, and \$725 in 2026 toward automobile liability insurance for social service aides working in the County's Office of Children and Youth who are required to carry liability insurance to cover County business, including the use of their personal vehicles to transport clients as part of their job duties. Such reimbursement shall be contingent on the employee providing a copy of the employee's driver's license and declaration page of insurance, including proof that the employee's insurance policy includes coverage for business use. Proof of business coverage shall be submitted on the form designated by the County and may include, but is not necessarily limited to, a copy of the applicable policy

declaration page stating that the policy provides for “business use” or that the coverage meets the recommended minimum coverage of \$100,000 per person with \$300,000 per accident and \$100,000 in property damages. Employees who are eligible for this benefit, and/or any employee for whom driving is an essential function of the job, are required to maintain a valid driver’s license with driving privileges.

Section 21.17 Market Conditions. In the event that the Union believes that the job duties and/or market conditions associated with a particular position have changed such that the parties should reconsider classification on the pay scale, the parties agree to schedule a meet and discuss for the purposes of reviewing the same. Such meetings shall occur no more than once per quarter. No position shall be adjusted without mutual agreement of the parties, in writing, subject to approval by County Council.

Article 22 Suspension And Discharge

Section 22.1: The Employer shall not demote, suspend, discharge, or take disciplinary action against any employee without just cause. Normal Disciplinary measures shall be progressive, occurring in the following order: (1) oral reprimand, (2) written warning, (3) suspension, and (4) discharge, based on the severity or repetitious nature of an offense.

Section 22.2: An employee has the right to file a grievance at Step Two of the grievance procedure for disciplinary action imposed. If the discipline is a suspension and/or discharge, the Step Two hearing shall be held within five (5) days of the presentation of the grievance at Step Two, provided that the request for the Step Two meeting is made no later than five (5) days from such suspension and/or discharge.

Section 22.3: The Employer will notify the Union president or his/her designee and the employee in writing within twenty-four (24) hours following the discharge, suspension, or demotion of any employee in the bargaining unit, and will notify the Union president or his/her designee promptly in writing following disciplinary action by sending a copy of disciplinary action.

Section 22.4: The Employer shall not discipline employees in such a manner as to embarrass the employees before the public or other employees.

Article 23 Grievance Procedure

POLICY: It is agreed that both the Employer and the Union have a mutual interest to encourage a harmonious and cooperative relationship and the settlement of differences through the grievance machinery as provided in this contract and that every effort should be made by both parties to see that differences are processed promptly and settled at the first step in the grievance procedure.

DEFINITION: A grievance is a dispute concerning the interpretation, application, or alleged violation of a specific term or provision of this Agreement.

Section 23.1: An employee is entitled to select the Union or its accredited representative to represent him/her during all steps of the grievance procedure which shall be as follows:

Step One: The employee, either alone or accompanied by his/her Union representative or the Union, shall present the grievance in writing to his/her Department Head or Elected Official within twelve (12) work days of the date of its occurrence, or when the employee knew or by reasonable diligence should have known of its occurrence. The Department Head or Elected Official shall attempt to resolve the matter and report their decision to the Union and employee in writing within twelve (12) work days of its presentation.

Step Two: In the event the grievance is not settled at Step One, the appeal must be presented in writing by the employee or Union representative to the Director of Personnel or his/her designee, within twelve (12) work days after the response is due at the First Step. The Employer will respond in writing to the employee and the Union within fifteen (15) work days after the receipt to the appeal.

Step Three: An appeal from an unfavorable decision at Step Two may be initiated by the Union serving on the Employer a notice in writing of the intent to proceed to arbitration within fifteen (15) work days after the response from Step Two is due.

Section 23.2: Upon receipt of a notice requesting arbitration, the parties shall meet to select an arbitrator; if the parties cannot voluntarily agree upon the selection of an arbitrator, they shall notify the State Bureau of Mediation of their inability to do so. Pursuant to Section 903.1 of Act 195, the State Bureau of Mediation shall then submit to the parties the names of seven (7) arbitrators. Each party shall alternately strike a name until one (1) name remains. The Employer shall strike the first (1st) name. The person remaining shall be the arbitrator.

1. The arbitrator shall have no power or authority to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision solely to the application and interpretation of this Agreement. The decision or award of the arbitrator shall be final and binding, with the provision that any decision of the arbitrator(s) requiring legislation will only be effective if such legislation is enacted.
2. The costs of arbitration shall be shared equally by the parties. Each party shall bear the cost of preparing and presenting his own case.

Section 23.3: A grievance which affects a substantial number of employees may be presented initially by the Union at Step Two of the grievance procedure. The Union shall designate one (1) spokesperson to act as representative for the group.

Section 23.4: Withdrawals or settlements by the Employer and the Union at Step Two shall be binding for all purposes relating to that particular grievance. Such action shall not be prejudicial to future grievances.

Section 23.5: Any individual employee or a group of employees shall have the right at any time to present grievances to the Employer and to have them adjusted without the intervention of the Union as long as the adjustment is not inconsistent with the terms of this collective bargaining agreement, and provided further that the Union has been given an opportunity to be present at such adjustment. The Employer may notify an aggrieved employee (with copy to the Union) of its decision by certified mail sent to the employee's last known address and this shall fulfill the decision notification requirements as set forth in any step of the grievance procedure described herein.

Section 23.6: A Union steward will be permitted to leave his/her work area after reporting to his/her respective supervisor and recording his/her time for the purpose of attending grievance meetings with the Employer in accordance with the grievance procedure or for the purpose of orally presenting a grievance. Failure or refusal on the part of any such employee(s) to comply with any provision of this Article 23 shall be cause for disciplinary action. Union stewards shall not spend in excess of three (3) hours per week for the investigation and processing of grievances, unless specific permission to do so is given by the Director of Personnel or his/her designee. The three (3)-hour period shall not include meetings held as formal steps of the grievance procedure, or meetings requested by an Employer representative.

Section 23.7: The Union shall furnish the Employer with a written list of stewards indicating the department and shift to which each is assigned and, further, shall promptly notify the Employer in writing of any changes therein.

Section 23.8: The Employer shall furnish the Union with a written list of immediate supervisors indicating the department and permanent shift to which each is assigned and, further, shall notify the Union in writing of any changes therein.

Section 23.9: The time limits set forth in this grievance procedure may be extended by mutual written agreement of the Employer and the Union.

Section 23.10: The employee is entitled to have a representative of the Union present during all meetings with the Employer when disciplinary action for that employee or (during an investigation) other employees is anticipated.

Section 23.11: The Employer agrees in principle that if the duties and responsibilities of an existing job is modified or changed or if a new job is created and the parties cannot mutually agree as to the classification pay grade of such a job, the classification issue will be subject to the grievance procedure including arbitration. A classification issue relating to a job in which the duties and responsibilities have not been changed will not be subject to arbitration.

Section 23.12: The Employer agrees in principle that the party who fails to comply with the time limits specified in the first step will cause the grievance to be taken to Step Two. If either party defaults at Step Two or Step Three, the grievance will be settled in favor of the non-defaulting party but without prejudice to the positions taken by either party or will it be considered a precedent in any other grievance or arbitration.

Article 24 Labor-Management Committees

Section 24.1: Committees composed of up to five (5) representatives of the Union and up to five (5) representatives of the Employer are to be established to resolve problems dealing with the implementation of this Agreement and to discuss other labor management problems that may arise, including safety. This type of meeting shall be held at least once per month at the request of either party. An agenda stating the issue(s) to be discussed shall be submitted at least one (1) week in advance of the meeting.

Article 25 General Provisions

Section 25.1 Position Classifications: The position classification plan consists of a schedule of class titles with class specifications for each class which define and describe representative duties and responsibilities and sets forth the minimum requirements and qualifications essential to the performance of work of the class. Changes in the position classification plan will be subject to the Meet and Discuss Committee meetings.

Section 25.2 Damage to Clothing and Personal Items: The Employer agrees to reimburse (at fair value) an employee who damages his/her clothing due to job-related activities. Employee negligence must not be the cause of the damage. Eyeglasses and hearing aides will also be covered, but stockings will be excluded. Claims shall be submitted through the AFSCME Union steward who will process the claims with the Employer.

Section 25.3 Appraiser Training: The County will make all reasonable attempts to see that their Appraisers will receive all necessary training to maintain their certifications at no expense to the employee.

Section 25.4 Special Holidays: In the case where the County Executive declares a special holiday and employees are not required to report to work, they shall be paid for all hours lost. In the case of an emergency situation where employees are excused from work by the Employer, only employees who are directly affected and excused from work as a result of said emergency will be entitled to pay for lost time.

Section 25.5 Past Practice Disputes: The parties mutually agree that, in the event the parties are unable to resolve disputes over past practices, either party may submit such dispute to binding arbitration for resolution of the past practice issue.

Section 25.6 Reproduction of Agreement: The Employer and the Union each shall pay one-half (½) of the cost of reproducing this Agreement in sufficient quantity to provide copies to members of the Union within a reasonable time after the signing of this Agreement.

Section 25.7 Employee Orientation: Immediately following new employee orientation, which occurs every month except July and December, Union officers, stewards and/or representatives shall be afforded the opportunity to meet with new employees for a period of fifteen (15) minutes.

Article 26 Contracting Out

Section 26.1: The Employer agrees not to contract out present bargaining unit work that is being performed by the bargaining unit employees. Employer shall be permitted to outsource postings in the Tax Claim Bureau provided it has first notified AFSCME of such opportunities and has provided AFSCME members a period of fourteen (14) calendar days to sign up for such work.

Section 26.2: The Employer is permitted to contract out the reassessment work. During the reassessment, the work of the current assessors will not be contracted out if it would cause a layoff or elimination of a position. After the reassessment is completed, Section 26.1 above shall prevail.

Article 27 Legality

Section 27.1: Both parties hereto specifically agree that it is their intent that this Agreement, under all circumstances and in every respect, shall comply with all applicable statutes, governmental regulations, and judicial decisions, and if it shall be determined by proper authority that this Agreement, or any part hereof, is in conflict with said statutes, governmental regulations, or judicial decisions, this Agreement shall be automatically adjusted to comply with the said statutes, governmental regulations, or judicial decisions.

Section 27.2: Both parties hereto agree to abide by the terms and provisions of the Emergency Employment Act and any rules, regulations, and interpretations now in effect or hereafter to become effective.

Article 28 Separability

Section 28.1: In the event any of the terms of this Agreement shall be found invalid or declared unenforceable by reason of any federal or state statute, or federal or state directive, rule, or regulation now in effect or hereinafter to become effective, or by reason of the decision of any court having jurisdiction, such invalidity or unenforceability shall not affect or impair any other terms or provisions hereof, unless the other terms or provisions are directly affected by the section declared invalid or unenforceable.

Article 29 Duration

Section 29.1: Pursuant to the requirements of Act 195, this Agreement shall be binding upon the parties hereto, their successors and assigns from January 1, 2023, to and including December 31, 2026, and thereafter from year to year except that either party may notify the other by certified mail on or before July 1, 2026, of its desire to modify or terminate this Agreement.

In witness whereof, the Employer and the Union, through their duly-authorized officers or representatives and intending to be legally bound hereby, have hereunder affixed their hands and seals, effective January 1, 2023.

For the County of Erie:



Brenton Davis, County Executive




Ann Vilella, Director of Human Resources



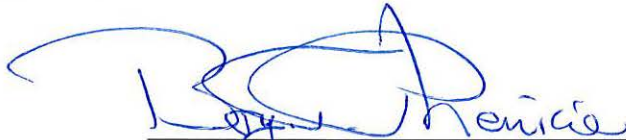
Terry Scutella, Chairperson, County Council

Attest:



Karen Chillcott, Clerk, County Council

For Local 2666 and District Council 85 of the American Federation of State, County and Municipal Employees, AFL CIO:



Bryan T. Phenicie, Staff Representative


Negotiating Committee Members:



Gary Snyder, President, Local 2666



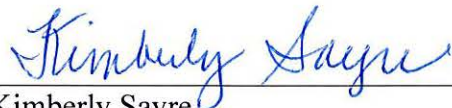
Stephen Welch, Vice President, Local 2666




Brian Carlson



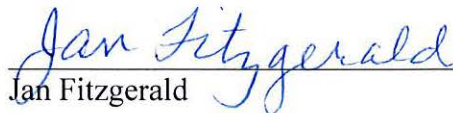
Jack Grotkowski



Kimberly Sayre



Lynette Chase



Jan Fitzgerald

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**APPENDIX 1
DEPUTY SHERIFF
UNIT**

Section 1.1 Standby/On-call pay:

A. Any employee who either volunteers or is assigned on-call electronic pager duty shall be compensated at the rate of \$550 per week. Effective upon ratification of this Agreement, this rate shall be increased to \$650 per week. Effective January 1, 2025, this rate shall be increased to \$700 per week. The Employer shall incur all communication costs, fees and/or maintenance of paging or communication devices so that responsibilities of the on-call employee may be fulfilled.

B. Employees assigned on-call duty and who are called on to work are responsible for recording all time worked. When called on to perform work, employees' standby pay shall cease and the employee shall be compensated at time and one-half their regular rate for all hours worked, as follows:

1. To the extent an employee receives phone calls which do not result in a call-out, such employees shall be compensated for all time worked, rounding to the nearest half-hour period (30) minutes.
2. If, at any time during the course on-call time, the employee must leave his/her place of call, the employee shall be compensated at time and one-half their regular hourly rate for all hours worked, but no less than a minimum of four (4) hours.
3. Additional employees called on to assist the on-call deputy shall be compensated at time and one-half their regular hourly rate for all hours worked, but no less than a minimum of four (4) hours.

Section 2.1 Layover pay: Layover pay shall be paid as follows:

A. Whenever the Employer assigns an employee of the Sheriff's Department to escort inmates in the community and where such assignment results in the employee's inability to return home on the same day, said employee shall receive pay for all hours worked plus layover pay equal to five (5) hours of pay at 1 ½ times the employee's base rate.

Layover pay shall be given in addition to any meal and lodging allowances ordinarily received by the employee.

B. As of August 2, 2006, there are currently **twenty six (26) institutions** throughout Pennsylvania. If an employee is requested to escort an inmate to one of these institutions, the employer at its discretion may determine whether the layover procedures shall apply inclusive of the number of overtime hours that would be applicable to such layover. If the employer has determined that an escort should ordinarily take two days and the employee is requested to make

the escort in one day (referred to as turning a trip) then the employee involved will be paid layover pay in addition to any overtime.

C. Out of state extraditions requiring a layover shall be assigned by seniority, on a rotational basis. In state trips requiring layover shall be assigned by the overtime list.

D. A list showing each deputy and the number of in state (including one-day trips) and out of state trips shall be posted in the roll call room. This list shall be updated every Monday.

E. For transports to **Muncy, Pennsylvania**, the employee shall have the option of either returning home the same day and being paid for actual hours worked, or staying overnight, being paid for a regular work day, and receiving layover pay.

Section 2.2 Separate Lodging: An employee assigned duties which require overnight lodging shall be permitted separate overnight lodging, rather than a shared room, at County expense, provided, however, that shared rooms may be required in the case of emergency or other extraordinary circumstances (e.g. significant financial hardship or lack of available or reasonable accommodations).

Section 3.1 Civil or Criminal Charges Filed: Employees are answerable for the proper and effective performance of their assigned duties in accordance with the rules now or hereinafter promulgated by the Sheriff or his/her designee, and in accordance with the mandate of appropriate statutes. Grossly negligent, willful, maliciously intentional, or criminal departures by the employees from standards thereby established shall not be countenanced. The Employer will in all events provide a legal defense, either through the insurer or through the office of the County Solicitor, against all claims or suits alleging the civil or criminal liability of an employee, and will provide appropriately necessary funds to carry on such a defense in an adequate manner.

Section 4.1 Attending Court Action: Employees involved in civil or criminal charges are to be paid full pay on scheduled work day provided they acted in accord with directives of their supervisor or his/her designee, and in accordance with the mandate of appropriate statutes.

Section 5.1 Clothing and Equipment Allowance:

A. The Employer shall furnish Deputy Sheriffs with the initial issuance of proper equipment and one set of mandated uniforms to complete their duties as assigned by the employer.

B. The Employer agrees to replace body armor every five (5) years from date of manufacture. Body armor which is reissued from a previous user must be within the five (5) year period from date of manufacture, clean and in good condition, and must properly fit the employee.

C. An annual clothing allowance of eight hundred dollars (\$800) shall be credited to full time Deputy Sheriffs in the Sheriff's Department. A list of items that may be purchased by Deputies utilizing their clothing and equipment shall be provided by the employer. Clothing

allowance monies may be used at any vendor as long as prior approval has been received from the person in charge of authorizing such expenditures. In order to be counted under the clothing allowance for a particular calendar year, clothing orders must be placed on or before November 15th of the respective calendar year.

D. Clothing allowance monies may not be used by the employer for any other purposes than payment of the clothing allowance; except that any unused portion of this money shall revert back to the general fund budget at the end of any fiscal year and shall not be carried over.

E. Where promotions to a new rank require the purchase of collar insignia or patches, such insignia and/or patches shall also be provided at County expense. If mandated clothing needs to be replaced for any reason other than duty related damage, the cost shall be deducted from the employee's uniform allowance.

F. Contingent on the reestablishment and/or continued operation of an active SERT/SWAT team, at the sole discretion of the Sheriff, deputies assigned to the SERT/SWAT team or any other authorized specialized unit or team shall receive 200 dollars in the clothing allowance for uniforms. All additional equipment for SERT/SWAT will be purchased by the Sheriff's Office at the request of the Team Leader. Equipment can include, but is not limited to, rifles, helmets, body armor, handguns, holsters, mags, mag pouches, first aid kits, gas masks, and ammunition.

G. Effective January 1, 2024, each new Sheriff's Office patrol car shall be equipped with a patrol rifle mount and a front passenger compartment secure mount. This section shall not apply to vehicles purchased prior to January 1, 2024, the Prisoner Transport Vans, or any other Sheriff's Office vehicle without a prisoner partition unless mutually agreed upon by the Sheriff and the Union.

Section 6.1 Training:

A. The employer shall bear the costs for any training necessary to maintain certification related to the duties of an Erie County Sheriff deputy. If the deputy maintains a life membership in a certifying organization the county shall maintain said membership while said deputy is employed by the county.

B. The employer shall provide all equipment and transportation necessary to complete job related training. The employer shall also pay for any job related travel time to and from the training site as well as any meal money. The employer shall pay any overtime generated as a result of job related training.

C. All new hires must attend the training course of Act 2 or have completed Act 120 and be scheduled to attend the Act 2 waiver course within one (1) year of date of hire.

D. The Employer shall make available to Deputy Sheriffs four (4) hours training on a pistol and/or rifle range every six (6) months. This shall be inclusive of handgun, shotgun, patrol rifle, or any other weapon that requires a range. The Employer shall supply ammunition for use during such training. In the event that the Union views the supply of ammunition for such training to be insufficient, the parties agree to schedule a meet and discuss meeting for the purpose of discussing ammunition needed for training.

E. When the Employer mandates an employee's attendance at any training that requires more than a 200-mile drive and said training starts at or before 0830, the deputy or employee shall have the option to travel the day prior to the training and, at their request, obtain lodging at a hotel/motel until the day(s) of training are completed. All costs of lodging shall be at the county's expense. Travel time for such purposes shall be compensated in accordance with FLSA requirements.

F. Travel time - An employee shall be paid their hourly rate of pay or overtime, if applicable, for all hours worked in association with attendance at a training or working an event or detail that requires a deputy to use a marked or unmarked patrol unit. This section shall not apply to charity or volunteer events that the deputy attends voluntarily.

Section 7.1 Use of Private Automobiles:

A. Deputy Sheriffs shall not be required to transport prisoners in their private automobiles.

B. If a Sheriff's Office employee is required to use their personal vehicle in the performance of their duties for training and said training is outside of Erie County, they shall be compensated at the IRS rate for mileage. The Sheriff's Office shall provide a Sheriff's vehicle if available. If a Sheriff's vehicle is available and the employee chooses not to utilize it, no IRS mileage shall be owed.

Section 8.1 Handguns: All Deputy Sheriffs shall be issued a handgun commensurate with their duties. A long gun shall be provided to any deputy who shall request and qualify on said weapon. The employer shall provide any necessary storage/locking mechanism necessary to secure the weapon in a vehicle.

Section 9.1 Accompanying Jurors - Meals: When Sheriff's Deputies accompany jurists to meals during overtime work hours, the Deputies will receive the same meal consideration as is provided for the jurists.

Section 10.1 Immunizations: The Employer shall provide Deputy Sheriffs with all pertinent immunizations. The Employer will provide appropriate medical testing and treatment to Deputy Sheriffs who have been exposed to communicable diseases and/or blood-borne pathogens in the course of their job duties. This may include coverage under the Employer's workers' compensation policy.

Section 11.1 Death in Line of Duty: In the event of a Deputy Sheriff's death in the line of duty, the Employer shall provide to the family of the deceased Deputy full health benefits for a period of one (1) year from the date of death. Coverage shall be for the spouse and all minor children of the Deputy and shall include health, dental, eye and prescription at no cost to the family. A "death in the line of duty" would be one which occurs while the Deputy is working or as the direct result of a specific incident or event which occurred while he/ she was on duty.

Section 12.1 Life Insurance: Effective January 1, 2003, the Employer shall provide group life insurance benefits in the amount of **\$50,000** to each Deputy Sheriff; provided, however, that the death benefit shall be **\$100,000** if the Deputy's death occurs "in the line of duty" as defined in Section 12.1 above. The County will pay the death benefit to a beneficiary designated by the employee.

Section 13.1 New Classifications:

A. Prior to creating any new classification, the Employer will meet and discuss the proposed new classification with the bargaining agent.

Section 14.1 Drug and Alcohol Testing: The Sheriff's Department Drug and Alcohol Testing Program shall apply to all Deputy Sheriffs.

Section 15.1 Physical Fitness Test: Each Deputy Sheriff shall undergo a physical ability test battery once every calendar year, consisting of the following components recommended by the Cooper Institute for Aerobics Research:

- Sit-up (Muscular Endurance)
- Flex (Flexibility)
- Push-up (Absolute Strength)
- 1.5 Mile Run (Cardiovascular Capacity)

The results of these tests shall be compared with the Cooper Institute Age/Sex standards set forth on the attached Police Department Physical Ability Test to assess the physical fitness of the Deputy and to provide an incentive to achieve and maintain a fit and health workforce. The results of the physical fitness test shall be for informational purposes only to encourage Deputies to remain in good physical condition and shall not affect the employment status of any Deputy.

16.1 Miscellaneous Provisions

A. The total number of per diems working for the sheriff's office at any given time shall not exceed 10% of the total number of full time deputies.

B. the deputies recognize law enforcement actions has inherent risks. Consistent with that recognition, the County shall take reasonable measures to provide a safe working environment.

C. A minimum of two (2) deputies shall be required to transport anyone under the supervision of the courts.

D. The overtime list shall be compiled daily and posted in the roll call room.

E. Deputies working in a volunteer capacity for the furtherance of the office shall receive all medical and legal protections as if they were working in a paid status.

F. When transporting an inmate over the course of a meal period, a Deputy Sheriff shall be authorized to use his/her County credit card to pay for the inmate's meal(s).

G. The employer will pay an annual stipend to employees properly certified as trainers/instructors in the areas of firearms, tasers, and/or CPR/first aid and who are assigned to perform such duties, as deemed appropriate by the Sheriff as follows: 2023 - \$400, 2024 - \$425, 2025 - \$450, 2026 - \$500. A single bargaining unit member is only eligible for one stipend annually, regardless of the number of certifications held or trainings conducted.

H. Deputy Sheriff's parameters while flying on extraditions- The parties agree that, in order to eliminate fatigue and enhance the safety and security of the deputies, prisoner(s) and general public, an effort will be made to original flights from the Erie International Airport whenever reasonable, as determined by the Sheriff or designee.

J. All fulltime Deputies, at the time of termination in good standing, shall be permitted to purchase their duty weapon at fair market value as of the date of termination and subject to appropriate background checks and other legal requirements as may be applicable at the time.

17.1 Employee Pay Increases.

A. All existing Deputy Sheriffs will receive a general increase retroactive to January 1, 2023, and will then be placed on the salary schedule set forth in Appendix 6 of this Agreement. This increase is in lieu of any other general wage increase agreed upon for the rest of the unit. The increase shall be based on the Deputy Sheriffs' current seniority and is as follows:

0-5 full years of experience: 6%

6-9 full years of experience: 7%

10+ full years of experience: 8%

B. Thereafter, Deputy Sheriffs shall receive a general wage increase of 3% per year consistent with Article 21, Section 21.1 of the Agreement.

- C. **Longevity Bonus.** Effective on January 1, 2023, each bargaining unit employee with four (4) or more years of service shall begin to accrue longevity in the year 2023 at the rate of one-quarter percent (1/4%) of their base annual salary, to be paid as a bonus in the first quarter of each year. Employees shall accrue an additional one-quarter percent (1/4%) per year of service to a maximum of eight percent (8%).

All employees with less than four (4) years of service as of January 1, 2023 shall begin to accrue longevity consistent with this section after achieving four (4) years of service. Bonus payments under this section shall be in addition to, but not be part of, employee's base salary.

- D. **Mandated Overtime.** Mandating will be selected by a list of all Deputies in the office and will begin with the least senior Deputy with the requisite qualifications and skills for the assignment. In an effort to equalize mandated overtime, no Deputy will be mandated more than once until all other available Deputies with the requisite qualifications and skills for an assignment have been mandated.

APPENDIX 2 LIBRARY UNIT

Articles 8 and 13 SENIORITY PROBATIONARY PERIOD

Seniority dates for regular part-time employees shall be based upon the amount (half (½)-time, three-quarter (¾) time, etc.) of their part-time service as employees in the AFSCME bargaining unit.

Article 9 HOURS OF WORK MEAL PERIODS

Section 9.2: The regular work week shall consist of Monday through Saturday with each full time employee working five (5) out of six (6) days, each week consisting of thirty seven and one half (37½) hours. Regular employees working less than thirty seven and one half (37½) hours shall work according to their scheduled hours; however, they will never be regularly scheduled for more than five (5) days per work week.

1. Employees will be permitted to have every other weekend off to the extent possible provided that employees will not be able to schedule Saturday as a one (1)-day vacation, personal day, and/or floating holiday more than four (4) times during any calendar year. It is understood that the every other Saturday off schedule may not be possible when employees switch Saturday work with each other. The employer reserves the right to deny Saturday vacation requests to maintain efficient operations.
2. The regular work day shall consist of not more than seven and one half (7½) hours of work, each day being a twenty-four (24) hour period beginning at 12:01 a.m. and ending at 12:00 midnight Saturday.

Section 9.8: The normal work shift for Library employees shall be their regularly scheduled hours of work at straight time depending on their work status (full-time, ¾-time, ½-time, part-time, or per diem) between the Library's operating hours of 6:30 a.m. and 9:30 p.m. Monday through Friday and 6:30 a.m. and 6:00 p.m. Saturday.

Said hours shall include a one (1) hour unpaid lunch.

Section 9.12. Compensation of Sunday hours.

The Employer shall be the sole judge of which Sundays the library will be open.

Employees will be scheduled for four and one-half (4½) hours on a Sunday. Hours-of-Service for the public will be 1:00 p.m. to 5:00 p.m. on Sundays. Employees will be scheduled to work before opening and after closing.

Each Quarter, the Employer (Library) shall post available Library Clerk work slots for Sundays. The listing of available Sunday work slots will be posted two (2) weeks prior to the beginning of each Quarter. Employees will have ten (10) days after posting to volunteer to work on Sundays. As rosters for Sunday Premium hours are established in accordance with this provision, senior employees will be placed at the top of the list. Ultimately, however, the objective will be to equalize Sunday Premium pay opportunities on an annual basis within the library system for Library Clerks.

The Library will maintain a record of Sunday Premium hours worked so as to equalize as nearly as practical the opportunity to work Sunday Premium hours on an annual basis.

At the same time that an employee volunteers to work on a specific Sunday, using a standard form, the employee will also pick one (1) of three (3) forms of compensation for working that specific Sunday: (Note: The work week is Sunday through Saturday):

1. **Premium Time-Off during the same week** (Permanent full-time employees only).

The employee will work four and one-half ($4\frac{1}{2}$) hours on the Sunday and will be paid for seven and one-half ($7\frac{1}{2}$) hours. Full-time employees will work (or be in pay status) four (4) other days in that work week (beginning Sunday and ending Saturday). Employees working on Sunday may choose the additional day of the week as a day off, however the Employer reserves the right to schedule the employee up to two nights that week. The employee may request Saturday off but the Employer accepts no responsibility to employ additional staffing and reserves the right to deny scheduling the Saturday as the additional day off if it would interfere with other employee's right to every other Saturday off.

2. **Sunday Premium Pay** for an additional work day.

The employee will work four and one-half ($4\frac{1}{2}$) hours on the Sunday and will be paid for six and three-quarters ($6\frac{3}{4}$) hours. In the following six (6) days, full-time employees will work (or be in pay status) a regular thirty-seven and one-half ($37\frac{1}{2}$) hours schedule. The full-time employee will be paid for forty-four and one-quarter ($44\frac{1}{4}$) hours for that week.

Regular part-time employees, (those employees who either work half ($\frac{1}{2}$) time or three-quarter ($\frac{3}{4}$) time), in the following six (6) days will work (or be in pay status) their regular number of hours. Regular part-time employees will be paid their regular number of hours plus six and three-quarters ($6\frac{3}{4}$) hours for Sunday hours worked.

3. **Sunday Premium Compensatory Time** for an additional work day.

The employee will work four and one-half (4½) hours on the Sunday and will receive Compensatory Time equal to six and three-quarters (6¾) hours. In the following six (6) days, full-time employees will work (or be in pay status) a regular thirty-seven and one-half (37½) hours schedule. The full-time employee will be paid for thirty-seven and one-half (37½) hours for that week and earn six and three-quarters (6¾) hours of Compensatory Time.

Regular part-time employees, in the following six (6) days (Monday through Saturday) will work (or be in pay status) their regular number of hours. Regular part-time employees will be paid their regular number of hours and in addition receive six and three-quarters (6¾) hours of Compensatory Time.

Compensatory Time banked shall not exceed twenty-two and one-half (22½) hours for regular full-time employees or fifteen (15) hours for part-time employees.

If an employee is asked by the Employer, on an emergency basis, to work additional time on a Sunday, then the employee will be compensated at the overtime rate for that additional time, as either additional pay or as Compensatory Time, at the employee's discretion.

Employees receiving Sunday Premium Compensation shall not receive any additional compensation (such as double time for the seventh (7th) consecutive day worked) for working on Sunday other than the compensation mentioned above.

Employees who work on Sunday will receive one (1) fifteen (15) minute rest period.

Permanent full-time and regular part-time employees scheduled on a Sunday and scheduled to receive *Sunday Premium Pay* or *Premium Time-Off* during the same week, who are unable to work that Sunday due to illness, will not be eligible for Sick Leave or any other compensation.

One (1) month after posting a Quarterly Sunday list of available work slots, the Employer may fill any unfilled slots (for which no employee volunteered) with per diem employees, at the Employer's discretion, or cease operations due to insufficient staffing.

Employees who regularly volunteer for Sundays and do not fulfill their responsibility will be subject to disciplinary action, which may include but may not be limited to loss of right to volunteer for Sunday shifts, in the same manner as missing a regular work shift.

Article 10 OVERTIME

Section 10.3: Library clerks can receive compensatory time, another day off or overtime pay when they work on a Sunday. Part Time library clerks can receive a day off hour for hour or overtime when they work on a Sunday. Day off will equal five (5) hours for part-time staff.

Section 10.3A: Library clerks shall receive a differential pay of fifty cents (\$.50) per hour when assigned to work the bookmobile.

In year one of this Agreement only, current branch clerks who previously received the branch pay differential shall receive the general pay increase followed by a one-time increase of thirty-eight (\$.38) cents on their base pay rate. Thereafter, the branch pay differential shall be discontinued.

Section 10.9: Per diem employees who are assigned to fill in for bargaining unit employees shall only be used to:

1. Fill in for employees on leaves.
2. Fill in for evening work and weekends.
3. Fill in for other per diem employees who are replacing bargaining unit employees in accordance with this Section 10.9.

Article 13 PROMOTIONS, VACANCIES & TRANSFERS

An employee who desires to transfer to another branch must submit a written request prior to a posting which states the branch to which a transfer is desired. Such request will be granted for new openings or vacated openings in the employee's job classification by seniority. Employees shall be allowed to request a lateral transfer every six (6) months.

Article 15 A HOLIDAYS

Section 15-A.2: When a holiday falls on a Saturday, it shall be observed on a Saturday, except for those employees regularly scheduled to work Monday through Friday, then it will be observed on Friday. If a holiday falls on a Sunday, it will be observed on a Monday.

Section 15-A.3: Library clerks will exchange Flag Day for a floating holiday provided that they are in compensable status and eligible to receive paid holidays as of the actual observance of Flag Day. Consistent with the requirement that they be in compensable status on Flag Day, the floating holiday provided for under this Section may only be taken on or after Flag Day and must be used during the same calendar year.

Article 15 D SICK LEAVE

Section 15-D.3: No paid sick leave shall be granted to employees unless they notify their supervisor (business office) one (1) hour before their regularly scheduled starting time on the first (1st) day of the absence stating the approximate expected duration of the absence. Employees who exceed expected duration must also call in the additional days in order to receive paid sick leave.

ARTICLE 26 CONTRACTING OUT

Section 26.3. Volunteers and Interns: The County shall be permitted to utilize volunteers and interns, provided that no such usage of volunteers or interns shall result in the elimination of a bargaining unit employee's position nor shall volunteers or interns be used to reduce the number of bargaining unit employees. The County's shall not utilize volunteers and/or interns in a manner designed to reduce the availability of overtime opportunities to the bargaining unit.

**APPENDIX 3
PRISON MAINTENANCE UNIT**

Section 1 SEPARATE UNIT – PRISON MAINTENANCE

Prison maintenance employees at the Erie County Prison shall be treated as a separate unit. All provisions of the Agreement between the Employer and the AFSCME clerical/technical employee bargaining unit shall apply to prison maintenance employees except as otherwise provided in this Appendix 3.

Section 2 BUMPING/TRANSFERRING

There shall be no right to bump or transfer between the Prison Maintenance Unit and other positions in the AFSCME clerical/technical employee bargaining unit. Prison maintenance employees may apply for open AFSCME clerical/technical bargaining unit positions outside of the Prison Maintenance Unit, but shall not have a preferential claim to such positions under Section 13.3 of this agreement. Similarly, other employees in the AFSCME clerical /technical bargaining unit may apply for open positions in the Prison Maintenance Unit, but shall not have a preferential claim to such positions.

Section 3 BEEPER/CALL IN PAY

Any prison maintenance employee who either volunteers or is assigned on-call electronic pager duty shall be compensated at the rate of six hundred dollars (\$600) per week for such scheduled duty. The employer shall incur all communication costs, fees and/or maintenance of paging or communication devices so that responsibilities of the on call employee may be fulfilled. If at any time during the course of his/her on call time the employee is called in to work at the Erie County Prison he/she shall receive call in pay in accordance with Article 11 of this Agreement.

Section 4 HOLIDAYS

New Year's Day
Martin Luther King's Birthday
Good Friday
Memorial Day
Flag Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day

Employee's Birthday
Floating Holiday (In lieu of President's Day)

Section 5 DRUG AND ALCOHOL TESTING

The Prison Maintenance Drug and Alcohol Testing program currently in place at the prison shall apply to all employees in the Prison Maintenance Unit.

Section 6 CALL IN PROVISION

An employee who is called into work on a day when he/she is not regularly scheduled and an employee who is called into work without advance notice of at least the previous day, shall be guaranteed at least one-half (½) day of work at time and a half (1½) his/her regular hourly pay, even if the employee's services are not needed of a minimum of one-half (½) day. If the employee's services are needed for more than a half-day (½), he/she shall be paid time and a half (1½) for all hours of such work.

Section 7 UNIFORM ALLOWANCE

The employer shall continue to pay for certain authorized uniform items necessary for employee to complete his/her job duties and responsibilities. Anything over above this uniform allowance shall be the responsibility of the employee.

Section 8 PROBATIONARY PERIOD

New employees in this unit shall be on a probationary period for the first (1st) year of their employment and may be terminated during this period if deemed unsatisfactory to the employer. The probationary employee shall have no recourse to the grievance procedure under the terms of the agreement. The employee shall become a member of the union and receive benefits in accordance with the procedures outlined under the terms of the agreement.

Section 9 SUSPENSION AND DISCHARGE

The progressive discipline policy currently in place at the prison shall apply to all employees in the Prison Maintenance Unit.

Section 10 PHONE

One employee is authorized to carry a prison maintenance phone and will be compensated at the rate of \$50 per week as long as he/she is carrying the phone.

Section 11 SNOW PLOWING

When the maintenance employees are called in to work prior to the normal work shift for purposes of snow removal, they will be guaranteed a minimum of two hours at double time. All other call-ins for snow removal shall be compensated in accordance with Section 6 of this Appendix.

Section 12 CLOTHING

Each year the maintenance employees will receive five (5) shirts (long or short sleeve), five (5) t-shirts, five (5) pants, one (1) belt, one (1) hat, and one (1) pair of work boots. Every other year maintenance employees will receive one (1) Carhart winter jacket, one (1) Dickies thermal lined hoodie, and one (1) pair of Carhart bibs.

Section 13 WAGES

The Prison Maintenance positions shall have the following revised grades:

- **Prison Maintenance I – move from AC09 to AC10**
- **Prison Maintenance II – move from AC10 to AC11** – employees to be eligible to move from Prison Maintenance I position to Prison Maintenance II position after a minimum of two (2) years' experience in Prison Maintenance I position and demonstrated skills needed for job by taking a test to be determined by supervisor.
 - * All current employees with two (2) or more years of experience will be upgraded to the Prison Maintenance II position without need for testing. Thereafter, employees must meet both the years of service and testing requirements to achieve promotion into the Prison Maintenance II position.
- **Prison Maintenance Lead – move from AC11 to NB13** – *The current Prison Maintenance Lead will be grandfathered into the Union and upgraded to AC13. Thereafter, the Prison Maintenance Lead position will be a working supervisor position not within the bargaining unit. Any bargaining unit employee who bids on the non-bargaining unit position shall be given a thirty (30) day trial period to consider whether they wish to remain in the position; during such time they shall suffer no loss in union seniority.

APPENDIX 4
PUBLIC SAFETY (911)

Section 1 AGREEMENT: All provisions of the Agreement between the Employer and the AFSCME clerical/technical employee bargaining unit shall apply to public safety employees except as otherwise provided in this Appendix 4.

Section 2 COURT APPEARANCE: Employees subpoenaed to testify or produce documents for work-related civil or criminal proceedings shall be paid their regular rate of pay for attendance on scheduled day off, provided they acted in accordance with the directives of their supervisor or his/her designee and in accordance with the appropriate statutes. Third shift employees who are required to make work-related court appearances shall be granted the shift prior to the scheduled appearance off.

Section 3 PROBATIONARY PERIOD: Probationary period for this unit shall be one hundred eighty days (180) with the option to extend said probation for an additional (90) days. Notwithstanding anything to the contrary in the Agreement, probationary employees covered under this Appendix shall not be permitted to anticipate personal leave, sick leave or vacation before it is earned. All other benefits and entitlements would be in effect after the initial ninety (90) days, except that, after thirty (30) calendar days, probationary employees shall be eligible to participate in the County's health insurance benefits as set forth in Article 21, Section 21.5 and to receive paid holidays per the general contract.

Section 4 HOURS OF WORK: The regular work week shall consist of Sunday through Saturday. The regular work schedule shall consist of either of the following:

1. The 12-hour days schedule: each full-time employee working seven (7) out of the fourteen (14) days, per pay period, consisting of seventy six (76) regular hours and eight (8) overtime hours. The regular work day shall consist of not more than twelve (12) hours of work. Said hours shall include a one-half (½) hour paid lunch;
2. The 8-hour days schedule: Each full-time employee working five (5) out of seven (7) days, each week consisting of forty (40) hours. The regular work day shall consist of not more than eight (8) hours of work. Said hours shall include a one-half (1/2) hour paid lunch.

Article 9.6 Meal Periods: All employees shall be granted a thirty (30) minute paid lunch period during their work day, taken as the demands of work allow.

Article 10 OVERTIME: All employees shall receive time and one-half (1½) their regular rate of pay for all hours worked* over either

(1) twelve (12) hours in one (1) day or forty (40) hours in a week under the 12-hour days schedule; or

(2) eight (8) hours in one (1) day for forty (4) hours in a week under the 8-hour days schedule. The employer maintains the right to assign mandated overtime, defined as any overtime worked on a non-voluntary basis, as needed.

*All hours, inclusive of PTO, shall count towards eligibility for overtime. However, it is expressly understood that overtime is only paid on hours actually worked. The use of leave time for hours over forty (40) hours in a week shall be compensated at the employee's regular rate.

Article 10.3

1. Other situations might occur in which employer may have to hold employee(s) over for a period of up to four (4) hours beyond any shift when working 12-hour schedules) or up to eight (8) hours beyond any shift (when working 8-hour schedules), not to exceed a total of sixteen (16) hours worked in a 24 hour period.

- An effort will made to limit such assignments by holding employee(s) over for a period of four (4) hours or by calling additional employees into work for four (4) hours prior to the start of their shift based on inverse seniority and equalization of overtime.

2. When mandated overtime occurs pursuant to this section, the overtime roster will be consulted to determine which of the qualified employees within the department and required classifications and who normally perform the work in question shall be held over or called into work. An effort will be made to ensure timely notification of employees selected for mandated overtime.

3. When mandated overtime is necessary, any employee who is pre-scheduled to be off on the following day, inclusive of scheduled, approved time off, shall be placed at the bottom of the reverse mandation list.

4. An employee mandated to stay over for a period of four (4) hours will receive fifteen dollars (\$15) in reimbursement for additional meal costs. An employee mandated to stay over for a second four (4) hour period will receive a second fifteen dollars (\$15) meal payment, for a maximum total of \$30.

5. The overtime equalization calendar will begin on the first Sunday of the first pay period each January and will reset on the first Sunday of the first pay period each July.

Article 10.5 Employees will be expected to work overtime because of an emergency that reasonably necessitates the working of such overtime or when vacancies on the shift must be filled with mandated overtime. The employer reserves the right to discipline, suspend, or discharge any

employee who violates the provisions of this section. All full-time employees will be added to the reverse mandation list, provided, however, that newly cleared telecommunicators will be given a one (1) week period without mandation before being added to the list.

Article 10.7 Employees who work beyond their scheduled shifts will be granted a fifteen (15) minute rest period before starting their overtime between the second (2nd) and fourth (4th) hours of said overtime. Due to workload demands, 911 operators who work beyond their scheduled shifts may not receive a fifteen (15) minute rest period. The employer, however, shall be able to vary the scheduling of said rest periods when, in its opinion, the demands and circumstances of the overtime require such variance.

Article 11.2 On-Call: The Employer maintains discretion to assign on-call duties as needed to fill shifts, particularly between the hours of 10:00 – 14:00 and 22:00 – 02:00. The Employer will establish a policy providing for up to two (2) individuals on required call-in duty per shift per day. Such policy shall include a method for equalization of on-call assignments.

Employees on on-call duty shall be compensated at twenty-five (25%) of their regular rate for all hours on-call. If, at any time during the course of on-call time, the employee must report to work, on-call pay shall cease and the employee shall be compensated for all hours worked.

Article 12.2 Temporary Transfers: The Union must recognize the right of the Employer to direct its working force and on occasion may assign employees to duties outside the employee's classification.

Whenever an employee is temporarily assigned to perform in general the duties of a position in a higher rated classification for one (1) day per month or two (2) half (1/2) days per month, the employee shall be compensated retroactively to the time the assignment took place, at a rate equal to the minimum step of the pay range for the temporary position or three and one half percent (3 1/2%) above his/her regular rate, whichever is greater, for the hours worked, except as otherwise set forth below.

- Acting Shift Commanders (ASCs)

Telecommunicators assigned as the ASC for all or part of a shift, replacing the regular Shift Commander on the schedule, shall be compensated at the minimum Shift Commander rate or three and one half percent (3½%) above his/her regular rate, whichever is greater, for the hours worked.

- Certified Training Officers (CTOs)

Telecommunicators who are assigned as a CTO for all or part of a shift shall be compensated at a rate of two dollars (\$2.00) above his/her regular hourly rate for all hours worked in that capacity. Holding a valid APCO-CTO certification is a prerequisite for additional compensation and any assigned

training duties without said certification shall be deemed mentoring, precluding any additional compensation under this section.

In addition, if the Employer assigns an employee on a temporary basis to a lower classification, or if an employee temporarily performs some duties and functions assigned to a lower classification, the person so assigned shall receive the compensation of the higher level to which he/she is regularly assigned. The Employer shall make such assignment on a non-discriminatory basis so as to equalize the same among the persons within the classification from which assignments are made.

Article 15-A.1 HOLIDAYS: Employees on a 12-hour shift schedule will be paid twelve (12) hours of holiday pay.

Article 15-A.2 HOLIDAY: Holiday observance shall be on the actual day of the holiday. Thanksgiving and the day after will be observed. Beginning in 2024, the Christmas holidays will be observed on the day before Christmas and Christmas Day.

Article 15-B.1 VACATIONS:

Employees on a 12-hour shift schedule shall accrue vacation hours as follows:

<u>Length of Service</u>	<u>Vacation Entitlement</u>	
	<u>Per Month</u>	<u>Per Year</u>
0 - 12 months	4 hours	48 hours
13 - 36 months	8 hours	96 hours
37 - 72 months	10 hours	120 hours
73 - 120 months	12 hours	144 hours
121 - 180 months	14 hours	168 hours
181 - 240 months	16 2/3 hours	200 hours

241 months & over

20 hours

240 hours

Article 15-C.1 PERSONAL DAYS: After thirty (30) calendar days of service, employees shall be eligible to earn twenty-four (24) personal leave hours in the first half of the year and twenty-four (24) personal leave hours in the second half of the year for a total of forty-eight (48) hours per calendar year.

Article 15 D.1-SICK: Employees shall earn sick leave at the rate of ten (10) hours per month for one hundred twenty (120) work hours per year. Employees may accumulate an unlimited number of sick hours that will be available for future use. Sick leave shall be earned by an employee for any month in which the employee is in compensable status for ten (10) or more working days.

Article 15-D-3-SICK LEAVE: No paid sick leave shall be granted to an employee until he or she notifies the on-duty supervisor at least two (2) hours prior to his or her scheduled start time. For consecutive days of paid sick leave, an employee is required to notify the on-duty supervisor a minimum of two (2) hours prior to his or her scheduled start time each day he or she is to be absent unless a doctor's certificate was provided excusing the employee for an extended period of time.

Article 24 LABOR MANAGEMENT MEETINGS: When a steward is attending a labor management meeting outside of his/her normal work hours, he/she will be compensated for his/her time at one and a half (1 ½) times their hourly rate. This will apply to labor management and disciplinary meetings but excludes contract negotiations.

Article 25.5 Past practice that pertains specifically to the Department of Public Safety (911) shall date back no further than the inception date of the newly created Telecommunications Specialist Trainee positions.

**APPENDIX 5
CLASSIFICATIONS AND GRADE SCALE**

PAY GRADE LISTINGS PAGE ONE

GRADE 4

Facilities Attendant
Maintenance

Clerk Typist II
MH/ID / Health Choices / Drug & Alcohol / OCY / ELTAC

Custodian
Library

Outreach Worker
Health

Public Health Records Clerk

Secretary/Account Clerk
Health

Van Driver
Library

Executive Secretary
OCY

Library Clerk

GRADE 5

Account Clerk II
OCY / Assessment

Administrative Clerk
OCY / Assessment / District Attorney

Chief Clerk/Radio Operator
Sheriff

Firearms Permit Clerk
Sheriff

Fiscal Assistant
OCY

Library Acquisitions Clerk

Social Services Aide I
OCY

Technical Services Clerk
Library

Warrants Officer/Radio Operator
Sheriff

GRADE 6

Civil Records Clerk
Prothonotary

Realty Records Clerk
Recorder of Deeds

Special Project Secretary
Health

Statistical Assistant
OCY

Social Services Aide II
OCY

Telecommunicator I
Marriage & Estate Records Clerk
Register of Wills

Election Clerk
Voter Registration

GRADE 7

Records Coordinator/Assistant Data Admin.
Assessment

Fiscal Technician
MH/ID / OCY / Library

Sr. Sheriff Records Clerk

Telecommunicator II
Election Coordinator
Voter Registration

PAY GRADE LISTINGS PAGE TWO

GRADE 8

Asst Data Administrator/Executive Secretary
Assessment
Administrative Secretary/Office Coordinator
Coroner
Homestead Administrator/Senior Clerk
Assessment
Operations Assistant
Sr. Civil Records Clerk
Prothonotary
Sr. Criminal Records Clerk
Clerk of Courts
Sr. Estate Records Clerk
Register of Wills
Sr. Realty Records Clerk
Recorder of Deeds
Telecommunicator III
Fiscal Specialist
General Accounting
Revenue Tax Claim Specialist
Revenue/Tax Claim
General Maintenance Worker III
Senior Administrative Secretary
District Attorney / Public Defender

GRADE 9

Claims Administrator/Admin. Secretary
Veterans Affairs
Data Collector
Assessment
Executive Secretary/Data Administrator
Health
Data Administrator
Assessment
Sr. Criminal Records Clerk/Bookkeeper
Clerk of Courts
Sr. Civil Records Clerk/Bookkeeper
Prothonotary
Sr. Realty Records Clerk/Bookkeeper
Recorder of Deeds
Sr. Estate Records Clerk/Bookkeeper
Register of Wills
Telecommunicator IV
Mapper
Assessment
Property Tax Accountant
Revenue/Tax Claim
Project Funding Coordinator
Health
General Maintenance Worker IV

GRADE 10

Civil Records Coordinator
Prothonotary
Realty Records Coordinator
Recorder of Deeds
Criminal Records Coordinator
Clerk of Courts
Prison Maintenance Worker I

PAY GRADE LISTINGS PAGE THREE

GRADE 11

Appraiser

Assessment

Sr. Civil Records Coordinator

Prothonotary

Sr. Realty Records Coordinator

Recorder of Deeds

Sr. Criminal Records Coordinator

Clerk of Courts

Deputy Sheriff

Deputy Sheriff/School Resource Officer

Prison Maintenance Worker II

General Maintenance Worker V

GRADE 12

Sr. Appraiser

Assessment

Appraiser/GIS Coordinator

Assessment

Deputy Sheriff/Corporal

Deputy Sheriff/Corporal of SWAT

GRADE 13

Deputy Sheriff/Sergeant

Prison Maintenance Lead ** Move to Non-bargaining when incumbent employee retires

GRADE 14

Deputy Sheriff/Lieutenant

GRADE 15

Deputy Sheriff/Captain

APPENDIX 6
AFSCME CLERICAL/TECHNICAL PAY MATRIX

***AFSCME Clerical/Technical Pay Scale
2023-2024***

Grade	Min	Mid	Max
4	12.44	19.24	26.04
5	13.19	20.41	27.62
6	13.99	21.64	29.29
7	14.82	22.92	31.02
8	15.72	24.32	32.91
9	16.66	25.77	34.88
10	17.65	27.29	36.93
11	18.72	28.95	39.17
12	19.84	30.68	41.51
13	21.02	32.51	44.00
14	22.29	34.48	46.67
15	23.63	36.55	49.46

***AFSCME Clerical/Technical Pay Scale
2025-2026***

Grade	Min	Mid	Max
4	12.81	19.82	26.82
5	13.59	21.02	28.45
6	14.41	22.29	30.17
7	15.26	23.61	31.95
8	16.19	25.05	33.90
9	17.16	26.55	35.93
10	18.18	28.11	38.04
11	19.28	29.82	40.35
12	20.44	31.60	42.76
13	21.65	33.49	45.32
14	22.96	35.52	48.07
15	24.34	37.64	50.94

