

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

**PROFESSIONAL EMPLOYEES OF
THE HEALTH, PLANNING, PUBLIC
DEFENDER AND LIBRARY DEPARTMENTS**

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:

A residual unit of professional employees in the Health, Planning, Public Defender, and Public Library Departments.

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 this bargaining unit, 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
11. 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, sexual orientation, 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 this 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 for purposes such as vacation earning and other benefit calculations. Seniority for bidding, bumping, or layoff purposes is defined as the length of an employee's continuous service within

his/her 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 one (1) Chief Union Steward, one (1) Steward for Environmental Health, one (1) Steward for Community Health, one (1) Steward for Planning, one (1) Steward for the Public Library, one (1) Steward for Health Promotion and Quality Improvement, and one (1) Steward for Information Technology.

Section 8.5: Part-time employees shall earn seniority based on their part-time service. Half-time 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 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.
 - a. Volunteers will first 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. The work shift shall consist of seven and one-half ($7\frac{1}{2}$) hours within a work day.

Assigning employee(s) to an alternate work schedule: Volunteers will be sought by seniority for any alternative work schedule. Such volunteer will be paid his/her regular rate for the seven and one-half ($7\frac{1}{2}$) hours worked. If no one volunteers, the assignment to the alternative work schedule will be in accordance with Article 10 "Overtime"; the employee(s) will be paid in accordance with Article 10 "Overtime".

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 unless mutually agreed upon. Split shifts shall not be mandated by management.

Section 9.4: Work schedules showing the employees' 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. Changes of work schedules will not be for arbitrary or capricious reasons.

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 and fifth 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 ($\frac{1}{2}$) work shift. The rest period shall be scheduled whenever possible at the middle of each one-half ($\frac{1}{2}$) 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 Community Service Building 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 8:30 a.m. until 5:00 p.m. shall be paid for seven and one-half ($7 \frac{1}{2}$) hours of work at straight time.
 - 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.

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

Section 9.9: All employees working on the second shift shall receive fifty (50) cents per hour differential, and all employees working on the third shift shall receive fifty (50) cents per hour differential.

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 shift.
2. Any shift with the majority of scheduled hours between 3:00 p.m. and 11:00 p.m. will be second shift.
3. Any shift with the majority of scheduled hours between 11:00 p.m. and 7:00 a.m. will be third shift.

Section 9.11: Flex time: The concept of flex-time, as reflected in the current flex-time policy will remain in effect. Either the employee or the Employer can request a flex-time schedule, which must be mutually agreed to, and may include a no-lunch option. A starting time of a flex-time schedule can be between 7:30 a.m. to 12:00 noon. Current flex-time schedules will be reviewed.

Section 9.12: Alternate Work Schedule: If a new job opening is posted, it may include the requirement for alternate work hours. An employee on an alternate work schedule will not be asked to start his/her alternate work schedule later than 12:00 noon or end later than 8:00 p.m. Alternate work schedule hours worked beyond 8:00 p.m. will be overtime hours.

Article 10 Overtime

Section 10.1: The Employer shall be the sole judge of the necessity for overtime.

Section 10.2: All employees shall receive time and one-half (1 ½) their regular rate of pay for all hours worked over seven and one-half (7 ½) in one (1) day or thirty-seven and one-half (37 ½) hours in one (1) week. 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. Prior to taking comp-time, an employee must obtain approval from his/her manager or supervisor. If reasonably feasible, a request for approval should be in writing. This prior approval requirement is not applicable in emergency situations which require that an employee immediately respond. The decision to approve is to be made in the same day if feasible.

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 over a reasonable period of time. As overtime rosters 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 overtime opportunity on an annual basis within departments or sections by classification.

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 evade 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.

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 into 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 ($\frac{1}{2}$) day of work at time and a half ($1\frac{1}{2}$) his/her regular hourly pay, even if the employee's services are not needed for a minimum of one-half ($\frac{1}{2}$) day. If the employee's services are needed for more than a half ($\frac{1}{2}$) day, he/she shall be paid time and a half ($1\frac{1}{2}$) 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 in writing to perform in general the duties of a position in a higher rated classification for one (1) day per month or two (2) half ($\frac{1}{2}$) 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 at six (6%) percent above his/her current rate of pay, whichever is greater. If a temporary assignment, as referenced above, is not in writing, the employee will not be obligated to work the temporary assignment.

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/her 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 is the time limit for filling of same. 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 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 there under.

All employees will be given an orientation at the beginning of their ten-day (10) 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-day (10) 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-day (10) 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 may not bid on a position with their same title.

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: 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 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 13.5: 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.

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.

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 employee to be laid off after the provisions of the first paragraph of this article are met.

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, or less responsible classification within the AFSCME bargaining unit of County government. The employee has the right to a position which is occupied by an employee of the same classification or an equal or lower paid, less responsible classification within 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".

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. If said employee is not eligible to bump in accordance with this Article 14 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
- Birthday (May be taken either two (2) weeks before or after actual date)

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. New employees refer to Article 8, Section 8.1, Subparagraph 3.

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, 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 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 of the holidays specified in Section 15-A.1 is observed during an employee's vacation, he/she will be entitled to one (1) additional day of vacation.

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 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 prior to said holiday and the morning of his/her scheduled work day after said 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 seven (7 1/2) hours 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, provided that the provisions of this Article are met. New employees refer to Article 8, Section 8.1 Subparagraph 3.

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	1 ¼ days	15 days
73 - 120 months	1 ½ days	18 days
121 - 180 months	1 ¾ days	21 days
181 - 240 months	2 ⅓ days	25 days
241 months & over	2 ½ 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 by management, 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 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: Vacation to which an employee may become entitled during his/her calendar year may be granted at the Employer's discretion before it is earned. An employee who is permitted to anticipate such leave and who subsequently terminates employment shall reimburse the Employer for those days of vacation used but not earned.

Section 15-B.6: Vacation shall be granted at the time requested by the employee; provided, however, if the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee who first requests a particular vacation period by means of a written and dated request shall be granted such period, except in the event that two (2) or more employees request the same vacation period at the same time. In this event, the employee with the greatest seniority shall be granted preference. For the purposes of this Section 15-B.6, the same time period shall be a fourteen (14) day period from the time of the request. 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. The minimum time for taking vacation is fifteen (15) minute increments. Prior to taking vacation time, an employee must obtain approval from his/her manager or supervisor. If reasonably feasible, a request for approval should be in writing. This prior approval requirement is not applicable in emergency situations which require that an employee immediately respond. The decision to approve is to be made in the same day if feasible.

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 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. The employee may be required to provide proof of such illness 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 (½) 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 to which an employee may become entitled during his/her calendar year may be granted at the Employer's discretion before it is earned. An employee who is permitted to anticipate such leave and who subsequently terminates employment shall reimburse the Employer for those days of personal leave used but not earned. Personal leave does not have to be exhausted prior to an employee's utilization of vacation days.

Section 15-C.3: 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-half hour (1/2) after the employee's normal starting time.

Personal days do not have to be exhausted prior to an employee being eligible to use vacation days.

Section 15-C.4: 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.5: An employee who becomes ill while on personal leave will not be charged personal leave for the period of illness, a satisfactory proof of illness may be required upon his/her return to work.

Section 15-C.6: 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 (1 ¼) days per month for a total of 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 (½) 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.

Paid sick leave will not be granted to an employee who fails to call in within thirty (30) minutes after the starting time of his/her shift on the first day of absence. The call in sequence is that the employee calls his/her supervisor; if his/her supervisor is not available, the employee calls another supervisor or the division head; and if the division head is not available, the department head. During the call in, the employee must relate the approximate date that he/she will return to work. Employees who exceed expected duration must also call in the additional days in order to receive sick leave. Mitigating circumstances will be evaluated in determining compliance with the intent of this paragraph.

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: Sick leave to which an employee may become entitled during his/her calendar year may be granted at the Employer's discretion before it is earned. An employee who is permitted

to anticipate such leave and 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.

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. 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, shall be paid the difference between the monies to which he/she may be entitled under Worker's 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 (1) disability for a maximum of ten (10) days.

Section 15-E.3: The Employer shall not be required to provide Hospital-Medical Insurance or Life 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 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 fifteen (15) 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 25 and for the processing of grievances under Article 24 of this Agreement.

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 one (1) Chief Steward, one (1) Steward for Environmental Health, one (1) Steward for Community Health, one (1) Steward for Health Education, one (1) Steward for Planning, and one (1) Steward for the Public Library 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 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.

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. Before unpaid leave is granted for reasons other than illness or injury, the employee must use his/her accumulated vacation days and personal days.

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 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 entitlements 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.

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.

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 completing one (1) year of service, tuition reimbursement may be granted to an employee at the sole discretion of the Employer. In the exercise of discretion to grant tuition reimbursement, the employer may take into consideration the availability of funds. An employee approved for such tuition reimbursement will be reimbursed at the rate of eighty percent (80%) of the actual tuition costs, provided that he/she earns a "B" (or its equivalent). The courses selected shall be appropriately related to the employee's present job. Courses should provide the employee with a broader basis of knowledge for his/her job, and possibly contribute to job advancement. The Employer and Union may modify this Section 16.D.1 through a mutual agreement reached in Meet and Discuss sessions. Tuition reimbursement shall be based on availability of funds.

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 continuing 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 (1) 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 four (4) 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
2. Life Insurance
3. Health & Welfare Benefits

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
2. Life Insurance
3. Health & Welfare Benefits
4. Long Term Disability

Section 17.3: However, an employee may continue benefits (identified in Section 17.2, Paragraphs 1 and 2) 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 during regular working hours provided there shall be no interference with the normal routine of the office. 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 to, within thirty (30) calendar days, 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, other than suspension, taken against an employee shall be placed in employee's personnel file for a minimum of two (2) years. If the disciplinary action is a suspension, the record will remain in the employee's personnel file for a period of two (2) years. If no further such instances have occurred within the stated 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-A Wages

Section 21-A.1: Pay Grades

Job titles and pay grades are attached to this Agreement in Appendix A.

Section 21-A.2 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 the date of ratification will receive general wage increases as follows:

<u>Bargaining Unit Seniority¹</u>	<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 of the Agreement 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 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.

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

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, not 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-A.3 Master's Degree Compensation: An add-on of one dollar (\$1.00) per hour will be paid to all employees who have obtained a master's degree in a relevant course of study.

Section 21-A.4 Professional Certifications: An employee who obtains professional certifications for his/her designated professional work will be awarded one (1) step on the salary schedule for each job-related professional certification, up to a maximum of two (2).^{*} Refer to Professional Certifications Policy for specifics. However, the existing Professional Certifications Agreement is amended such that if any alternative, relevant, comparable credentialing can be found, for any of the positions within this bargaining unit, which is mutually agreeable, it will be accepted, when obtained, and insure eligibility for compensation.

^{*} Employees are eligible for a maximum of 2 pay increases associated with achieving a professional certification. Therefore, employees who already have professional certifications and who previously received an increase associated with that certification under previous collective bargaining agreements are only eligible for one additional certification/pay increase under this section.

Section 21-A.5 Environmental Protection Specialist II/SEO Recertifications: The Employer agrees to pay the cost of training and related reasonable travel expenses for an Environmental Protection Specialist II/SEO to receive the periodic recertification required to continue his/her job.

Section 21-A.6 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 21-B Employee Benefits

Section 21-B.1: 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-B.2 County Right to Self-Insure: 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 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.

Section 21-B.3 Internal Revenue Service 125 Program: The Employer will continue its IRS 125 Program for the pre-tax payment of co-payments for medical insurance.

Section 21-B.4 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 have at least the same level of benefits as provided by the Union's Health and Welfare Fund as of December 31, 2006 and improvements to the dental benefits as negotiated between the parties for the Agreement effective January 1, 2019.

Section 21-B.5 Life Insurance: The Employer agrees to provide group life insurance coverage in the amount of \$50,000 for each full-time employee covered by this Agreement. Part-time employees shall be eligible to purchase \$10,000 of life insurance through the County.

Section 21-B.6 Long-term Disability Insurance: The Employer agrees to provide each full-time employee, who has satisfactorily completed six (6) consecutive months of service, a long-term disability insurance program that will provide, after an elimination period of ninety (90) consecutive calendar days of medically verified total disability, a monthly benefit equal to fifty percent (50%) of employee's pay (minimum of One Hundred dollars (\$100.00) per month to a maximum of Three Thousand dollars (\$3,000.00) per month); the specific amount will be predicated on an employee's covered monthly earnings. Disabilities which begin after age seventy (70) are not covered by this long-term disability insurance program if the employee is receiving Social Security benefits. Other provisions of this long-term disability program, such as the duration of benefits, are contained in the Group Long-Term Disability Insurance Program booklet, a copy of which employees receive.

Section 21-B.7 Vehicular Insurance: The Employer shall provide up to Three Hundred Fifty Dollars (\$350.00) per year toward the cost of 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. Payment will be made directly to the employee by the Employer. The employee shall be able to use the insurance carrier of his/her choice.

Section 21-B.8 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 name of the client, if any, for whom the employee was providing a service.

Section 21-B.9 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 or work related equipment or materials 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's name involved, and the purpose for which the client was being transported.

Section 21-B.10 Health Care Cost Containment Committee: The Employer 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 Employer's current provider's contract expiration date.

Article 22 Travel Expenses

Section 22.1 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 22.2 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 22.3 Meals: Employees who must travel outside of Erie County shall be eligible for meal reimbursements at the IRS allowable rates then in effect.

Section 22.4 Travel Advances: Travel advances for mileage, meals, lodging, and expenses shall only be made when it is anticipated that costs will exceed Thirty dollars (\$30.00).

Section 22.5 Expense Payment Requests: Expense payment requests (travel advances or reimbursements) shall be submitted and paid in accordance with written County-wide or departmental policies. Receipts shall be submitted with expense payment requests only when required by federal or state funded program requests.

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 22.6 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.

Article 23 Suspension And Discharge

Section 23.1: 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 23.2: 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 or discharge, the Step Two meeting shall be held within five (5) calendar 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) calendar days from the date of the suspension or discharge. If no request for a Step Two meeting is made within five (5) calendar days from the date of suspension or discharge, the twelve (12) work day

limit for filing a grievance under Step One of the grievance procedure, set forth in Article 24, Section 24.1 of this Agreement, shall apply.

Section 23.3: The Employer will notify the Union and the affected employee in writing within twenty-four (24) hours following the issuance of a written warning to, and/or the discharge, suspension, or demotion of any employee in the bargaining unit, by sending a copy of said disciplinary action to the Union president or his/her designee and to the affected employee.

Section 23.4: The Employer shall not discipline employees in such a manner as to embarrass the employees before the public or other employees.

Article 24 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 24.1: 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 24.2: 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 name remains. The Employer shall strike the first 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 24.3: 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 24.4: Withdrawals or settlements by the Employer and the Union at the Step Two shall be binding for all purposes relating to that particular grievance. Such action shall not be prejudicial to future grievances.

Section 24.5: 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 24.6: 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 24 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 24.7: 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 24.8: 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 24.9: The time limits set forth in this grievance procedure may be extended by mutual written agreement of the Employer and the Union.

Section 24.10: 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 24.11: 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 24.12: The Employer agrees in principle that the party who fails to comply with the time limits specified in Step One 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 25 Labor-Management Committees

Section 25.1: 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.

Section 25.2: If the Union or the Employer requests it, the other party must respond within a mutually agreeable time frame to issues raised during Labor-Management meetings. If requested, the response must be in writing.

Article 26 General Provisions

Section 26.1 Position Classifications: The position classification plan consist 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 26.2 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 26.3 Lab Coats/RN Malpractice Insurance: The Employer will continue to pay Forty Dollars (\$40.00) for lab coats and will continue to pay the full cost of malpractice insurance for RNs.

Section 26.4 Environmental Field Staff Clothing: The Employer will reimburse SEO's for leather boots up to One Hundred Fifty Dollars (\$150.00), with receipt, once per year, measured from the date of purchase. To each of the other environmental field staff, the Employer will provide rain jackets with department insignia.

Section 26.5 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, any employees who are directly affected and excused from work as a result of said emergency will be entitled to pay for lost time.

Section 26.6 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 26.7 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 27 Contracting Out

Section 27.1: There shall be no unilateral reduction in the workforce as a result of a purchase of services or subcontracting of any of the work performed by the bargaining unit except in accordance with the following procedure:

1. In the event of a decision by the Employer to purchase services or contract out any portion of the operation of the Library, Offices of Public Health, Planning or Public Defender, notice of such decision shall be provided to the Union, in writing, no less than three (3) months prior to any effective date of such action.
2. The Union may, no later than fifteen (15) days after receipt of such notice, file a grievance contesting such decision, the grievance to be initiated at Step Two of the grievance procedure set forth in Article 24. Should the grievance be processed to arbitration in accordance with the grievance procedure, the sole question for determination by the Arbitrator shall be, and his jurisdiction shall be limited to, whether both of the following circumstances exist:
 - A. The decision of the Employer, if implemented, will represent a present economic saving to the County; and
 - B. The decision of the Employer, if implemented, will require specifications to be written in such a manner that the level of services will be the same.

If the arbitrator determines that both of the above circumstances exist, the decision of the Employer shall be sustained.

Article 28 Legality

Section 28.1: 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 28.2: 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 29 Separability

Section 29.1: 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 30 Duration

Section 30.1: 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.

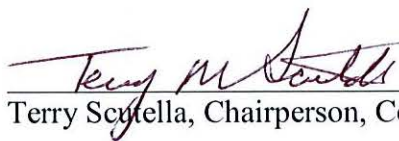
For the County of Erie:



Brenton Davis, County Executive



Ann Villella, Director of Human Resources



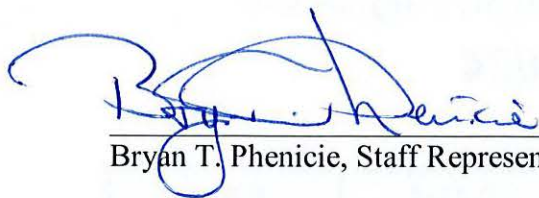
Terry Scutella, Chairperson, County Council

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

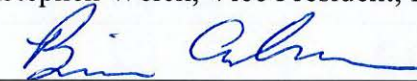
Committee Members:




Gary Snyder, President, Local 2666



Stephen Welch, Vice President, Local 2666



Brian Carlson



Tammy Blount

APPENDIX A

PAY MATRIX

AFSCME Professional Pay Scale
2023-2024

Grade	Min	Mid	Max
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

***AFSCME Professional Pay Scale
2025-2026***

Grade	Min	Mid	Max
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

PAY GRADE LISTING - AFSCME Professional

GRADE 9
Library Assistant
GRADE 10
GIS Technician IT Technician Planner Refugee Health Case Coordinator Disease Intervention Specialist Disease Investigator/Contract Tracer
GRADE 11
Epidemiological Investigator
GRADE 12
Public Defender Investigator GIS Coordinator Public Health Nurse I (LPN)
GRADE 13
Librarian I Medical Reserve Corps Educator Public Health Educator Environmental Protection Specialist Environmental Protection Specialist/SEO COVID Response Team Inspector Program Nurse Workforce Development Coordinator
GRADE 14
Lead Public Health Nurse Public Health Nurse II (RN) Database Administrator Planning Program Administrator

APPENDIX B
ERIE COUNTY PUBLIC LIBRARY PROFESSIONAL EMPLOYEES

Article 8 Seniority - Probationary Period

Section 8.7 (Supplement): 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 this bargaining unit.

Article 9 Hours Of Work - Meal Periods

Section 9.2 (Replacement): The regular work week for professional employees in the Public Library Department 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 Saturday off to the extent possible, provided that employees will be able to schedule Saturday as a one (1) day vacation, personal day, and/or floating holiday no more than five (5) times per 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.
3. Employees working seven and one-half (7½) hours in one (1) day shall be scheduled for a one (1) hour unpaid lunch.

Section 9.6 (Replacement): 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. The employer may ask an employee to vary the lunch because of work schedule. Acceptance of the variance by the employee is voluntary.

Section 9.8 (Replacement): The normal work shift for professional employees in the Public Library Department shall be their regularly scheduled hours of work at straight time depending on their work status (full-time, ¾ time, ½ time, or per diem) between the Library's operating hours of:

Monday through Thursday	6:30 a.m. to 9:00 p.m.
Friday	6:30 a.m. to 6:30 p.m.
Saturday	6:30 a.m. to 5:30 p.m.

Section 9.11 (Replacement): The concept of flex-time, as reflected in the current flex-time policy will remain in effect. Either the employee or the Employer can request a flex-time schedule, which must be mutually agreed to. A starting time of a flex-time schedule can be between 6:30 a.m. to 1:30 p.m. Current flex-time schedules will be reviewed.

Section 9.13 (Supplement): 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 professional staff (Librarians and Library Assistants) 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 the professional staff.

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 (4½) hours on the Sunday and will be paid for seven and one-half (7½) 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 (4½) hours on the Sunday and will be paid for 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 forty-four and one-quarter (44¼) hours for that week.

Regular part-time employees, (those employees who either work half (½) time or three-quarter (¾) 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 ($4\frac{1}{2}$) hours on the Sunday and will receive Compensatory Time equal to six and three-quarters ($6\frac{3}{4}$) hours. In the following six (6) days (Monday through Saturday), 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 thirty-seven and one-half ($37\frac{1}{2}$) hours for that week and earn six and three-quarters ($6\frac{3}{4}$) 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 ($6\frac{3}{4}$) hours of Compensatory Time.

Compensatory Time banked shall not exceed 45 hours for regular full-time employees or 24 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 Sunday Compensatory Time*, 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.

Both parties acknowledge that this agreement can be reviewed with the opportunity for mutually agreed upon revisions within thirty (30) working days written notice from either side.

Either party can cancel this agreement within thirty (30) working days written notice via registered mail.

Article 10 Overtime

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

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

Article 15-A Holidays

Section 15-A.3: Library employees 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.

Section 15-A.9 (Supplement): 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.

Article 15-D Sick Leave

Section 15-D.12 (Supplement): No paid sick leave shall be granted to employees unless they notify the employer 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 General Provisions

Section 26-A.1 (Supplement): Librarian I employees, in a seven and one-half (7½) hour work day, will normally not be scheduled on the reference desk more than the following, except for operational need and not for arbitrary or capricious reasons:

Monday through Thursday (day shift)	-	not to exceed 4.0 hours
Monday through Thursday (night shift)	-	not to exceed 5.5 hours
Friday	-	not to exceed 5.5 hours
Saturday	-	not to exceed 7.5 hours

Section 26-A.2 (Supplement): 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.

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