Tentative Agreement – July 10, 2014
By and between
The County of Erie, Erie Community College,
Buffalo and Erie County Library
And
The Civil Service Employees Association (CSEA)

(Upon Successful ratification by the membership of the CSEA Erie County Unit and the Erie County Legislature, this agreement shall apply to all employees of the CSEA Erie County Unit except those employees employed by the

Erie County Medical Center Corporation (ECMCC))


- Modify the current collective bargaining agreement to reflect a duration of January 1, 2008 through December 31, 2016.

2. Across the Board Wage Increases

- Effective January 1, 2014 - 2% across the board wage increase (fully retroactive)
- Effective January 1, 2015 - 2% across the board wage increase
- Effective January 1, 2016 - 2.5% across the board wage increase

Increments & Longevity Payments: ECC Employees only
After January 1, 2015 – modify Article 27.8 and 27.9 to change the dates of increments for ECC employees to be September 1 and March 1 to coincide with ECC’s fiscal year.


- Upon ratification, all current employees shall receive a one-time bonus of one (1) additional vacation day for each full year of service for the years of 2008 through 2013.

- Effective January 1, 2015, all current employees shall receive a one-time bonus of one-half (1/2) additional vacation day for each full year of service for the years of 2008 through 2013.

- Full year of service shall be defined as having been on the payroll and paid continuously for an entire calendar year. An employee who was continuously employed and paid in a calendar year, but utilized eight (8) hours or less of unpaid leave of absence or who received an approved unpaid leave of absence under the Family and Medical Leave Act shall qualify for the additional vacations days.

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• Employees who utilized more than eight (8) hours of leave without pay or in excess of the twelve (12) weeks of protected unpaid leave of absence shall not qualify for the additional vacation day in the year in which the unpaid leave was taken.

• In the event that said bonus causes an employee to exceed the maximum vacation credit accumulation under the contract, such employee shall have until September 1, 2015 to utilize the time or notify the County that they intend to sell back such vacation as provided for in this agreement.

4. Vacation Leave Sell Back Option (Permanent Contract Benefit)

• Effective January 1, 2015 and thereafter, employees shall be eligible to sell back up to forty (40) hours of vacation each year. Such employees must have at least eighty (80) hours of vacation leave in their bank and notify their supervisor by September 1st of each year they wish to sell vacation hours. Payment for such sell back shall be made in payroll period 24.

5. Current Employee Contractual Signing Bonus

• All bargaining unit employees on the payroll upon the date of the Union’s ratification vote shall receive a signing bonus of four hundred dollars ($400) as soon as possible following the successful ratification of this tentative agreement.

• **ECC Employees Only** – ECC bargaining unit employees shall receive their four hundred dollar ($400) signing bonus third pay period following September 1, 2014 in order to coincide with ECC’s fiscal year.

6. Health Insurance During Active County Employment

**Current Employees (hired on or prior to the date of ratification)**

• Core Plan shall remain the base plan, and shall remain fully paid by the Employer for such employees until December 31, 2014. Employees shall not be required to contribute toward the health insurance premium.

• Effective January 1, 2015 the Value Plan (summary of benefits attached) shall become the base plan, and shall be fully paid by the County. Employees shall not be required to contribute toward the health insurance premium. At this time, no further Health Reimbursement Account contribution from the Employer shall be due to current employees in the Value Plan.
New Employees (hired after the date of ratification)

- Value Plan shall be the base plan for such employees upon successful ratification by the parties. No further Health Reimbursement Account contribution from the Employer shall be due to new employees in the Value Plan.

- Such new employees shall be responsible for a health insurance contribution equal to fifteen percent (15%) of the Value Plan premium. Such contribution shall be made through payroll deduction on a pre-tax basis.

- For ECC employees: The employer agrees to make available a high deductible plan for those employees choosing to exercise that option. Contribution rates for the high deductible plan, if selected by the employee, shall be the same as set forth within.

7. **Health Insurance Upon Retirement**

Current Employees (hired on or prior to the date of ratification)

- The following applies only to pre-Medicare (pre age 65) retiree health insurance coverage. Post-Medicare (Age 65 and above) retiree health insurance coverage remains unchanged for current employees from the terms of the 2002-2006 contract.

- Core Plan shall remain the base plan, and shall remain paid by the Employer for those current employees who retire on or before December 31, 2014 at the following levels:

  Ten (10) years of completed service at the time of the employee's retirement, but less than fifteen (15) years of completed service: Seventy Five percent (75%) County premium contribution. Twenty Five percent (25%) Retiree premium contribution.

  Fifteen (15) or more years of completed service at the time of the employee's retirement: One Hundred percent (100%) County premium contribution.

- For those current employees who retire after December 31, 2014, the Value Plan shall become the base plan, and shall remain paid by the Employer at the following levels:

  Ten (10) years of completed service at the time of the employee's retirement, but less than fifteen (15) years of completed service: Seventy Five percent (75%) County premium contribution. Twenty Five percent (25%) Retiree premium contribution. (This option ends on December 31, 2016).

  Fifteen (15) or more years of completed service at the time of the employee's retirement: One Hundred percent (100%) County premium contribution.
• Current employees who are retirement eligible and have more than five (5) years of service and do not anticipate reaching ten (10) or fifteen (15) years of service prior to the date of their planned retirement, may exercise their retirement option prior to October 31, 2014 in order to retire under the terms of the 2002 through 2006 collective bargaining agreement, and therefore receive the fully (100%) Employer paid Core Plan Health Insurance option.

**New Employees (hired after the date of ratification)**

• New employees shall be eligible to participate in the Erie County Health Insurance plan in order to enjoy the group rate upon retirement, however, there shall be no Employer contribution toward the premium of such Health Insurance Plan.

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**8. Sick Leave Upon Retirement**

**Current Employees (hired on or prior to the date of ratification)**

• No Change to the current benefit detailed in Section 25.6 of the current collective bargaining agreement by and between the parties.

**New Employees (hired after the date of ratification)**

• New Employees who retire with at least fifteen (15) years of service shall be eligible for the following Sick Leave Bonus Upon Retirement, which shall be placed into a Health Reimbursement Account:

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<thead>
<tr>
<th>Hours</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1200</td>
<td>$5,000</td>
</tr>
<tr>
<td>1800</td>
<td>$8,000</td>
</tr>
<tr>
<td>2400</td>
<td>$10,000</td>
</tr>
</tbody>
</table>

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**9. Health Insurance Waiver Payment**

• Effective January 1, 2015, waiver amounts shall be:

For those otherwise eligible for a single health care plan: $150 per month  
For those otherwise eligible for a family health care plan: $300 per month

For employees currently receiving the waiver and eligible to be covered by another County employee, the waiver amount shall remain as in the expired agreement.

• However, effective December 31, 2015, where such employee is eligible to be covered by another County employee, no further waiver payment is due.
10. **Summer Hours**

- Effective December 31, 2014, summer hours shall be eliminated for all bargaining unit employees.

11. **Paid Holidays**

- Effective January 1, 2014, eliminate Columbus Day as a paid holiday, and add one (1) personal leave day each year, for all current employees (hired on or prior to the date of ratification).

  - **ECC Employees only:** Upon ratification, eliminate Election Day as a paid holiday and add the day after Thanksgiving as a paid holiday. Eliminate Columbus Day as a paid holiday and add one (1) additional personal leave day for employees hired prior to ratification of this agreement.

  - **Library Employees only:** Upon ratification, eliminate Columbus Day and Election Day as paid holidays and add two (2) personal leave days for employees hired prior to ratification of this agreement.

12. **Extended Sick Leave**

- Eliminate the ten (10) year extended sick leave.

13. **Reporting Time**

- Modify Section 17.5 (a) – to increase time for reporting absences from ½ hour to 1 hour prior to the start of the assigned shift for 24/7 departments.

- Modify the language in Article 17.5 (i) to read: No sick time is allowed without an accompanying Doctor’s certificate if an employee calls in sick on their last workday prior to and/or first workday after the day in which the holiday is celebrated, or any combination thereof. It is understood, however, that management’s right to investigate sick leave or any duration is not affected by this section.
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the 10th day of July 2014.

COUNTY OF ERIE

Mark C. Poloncarz
County Executive

David A. Palmer
Commissioner of Personnel

Kristen Klein Wheaton
Erie Community College
*Subject to approval of ECC Board of Trustees

Jeanne Doyle
Erie County Library

CSEA LOCAL 815

Denise Geier Szymura
Unit President

Robert W. Mueller
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Agnes Mabins
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