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COUNTY OF ERIE

MARK C. POLONCARZ
COUNTY EXECUTIVE

December 17, 2012

Erie County Legislature
92 Franklin Street, 4th Floor
Buffalo, New York 14202

IMMEDIATE CONSIDERATION REQUESTED

RE: CSEA Local 815 Erie County Corrections Officer Unit 2007-2017 Successor Collective Bargaining Agreement

Dear Honorable Members:

Please find enclosed for your consideration a memorandum and proposed resolution for approval expressing legislative assent and directing implementation of a successor collective bargaining agreement between Erie County and the CSEA Local 815 Erie County Corrections Officer Unit ("Unit") representing corrections officers at the Erie County Correctional Facility.

The proposed agreement covers the period between January 1, 2007, and December 31, 2017, and provides Unit members with wage increases in exchange for necessary cost reforms to active health insurance, retiree health insurance and work time. Erie County and the Unit have negotiated in good faith and are pleased to have reached this accord.

Should your Honorable Body require further information, I encourage you to contact Commissioner David Palmer at the Department of Labor Relations. Thank you for your consideration on this matter.

Sincerely yours,

Mark C. Poloncarz, Esq.
Erie County Executive

MCP/bb
Enclosure

cc: Commissioner David Palmer, Department of Labor Relations
Erie County Fiscal Stability Authority

MEMORANDUM

To:	Honorable Members of the Erie County Legislature
From:	Department of Labor Relations
Re:	CSEA Local 815 Erie County Corrections Officer Unit 2007-2017 Successor Collective Bargaining Agreement
Date:	December 17, 2012

SUMMARY

The Department of Labor Relations requests Legislative approval of a successor collective bargaining agreement between Erie County and the CSEA Local 815 Erie County Corrections Officer Unit ("Unit"). The Unit is comprised of approximately 230 staff whose contract expired on December 31, 2006.

FISCAL IMPLICATIONS

Under the contract, all members will be moving up one job group (JG) effective January 1, 2013 and members will receive 2% annual cost-of-living adjustments (COLA) in 2014-2017. There are no signing bonus provisions for the past 2007-2012 fiscal years.

Savings to Erie County include requiring all current members to pay 15% of the Core Plan premium beginning January 1, 2013, and all new hires will be enrolled in the less-expensive Value Plan and will pay 15% of that premium. In addition, new hires will not receive County-paid health insurance upon retirement. The Unit also agreed to eliminate "summer hours," and the Columbus Day and Election Day paid holidays. These measures will result in significant long-term savings and fiscal certainty to the County.

The County will be applying for efficiency grant funds from the Erie County Fiscal Stability Authority ("ECFSA") to fund the 2013 fiscal year COLA.

REASONS FOR RECOMMENDATION

Erie County and the Unit have been operating pursuant to an expired collective bargaining agreement since January 1, 2007. The successor agreement provides Unit members with wage increases in exchange for necessary cost reforms to active health insurance, retiree health insurance and work time. The number of employees in this unit will increase due to State mandates and getting these new employees into a less expensive health insurance plan is a priority to the County.

BACKGROUND INFORMATION

Erie County and the Unit have not had a contract since January 1, 2007 and Unit members have been working under an expired contract since that time.

CONSEQUENCES OF NEGATIVE ACTION

The proposed agreement would be deemed null and void and Erie County and the Unit would continue to negotiate for a new successor agreement, with members continuing not to pay for health insurance.

STEPS FOLLOWING APPROVAL

The County will submit a formal request to ECFSA for efficiency grant funds for the 2013 COLA and Unit members will work under the new collective bargaining agreement.

A RESOLUTION SUBMITTED BY:
DEPARTMENT OF LABOR RELATIONS

RE: CSEA Local 815 Erie County Corrections Officer Unit
2007-2017 Successor Collective Bargaining Agreement

WHEREAS, Erie County is a municipal corporation and is bound by the New York State Taylor Law to negotiate terms and conditions of employment with duly elected employee organizations; and

WHEREAS, the Civil Service Employees Union Local 815 Erie County Corrections Officer Unit ("Unit") is an employee union organization and represents employees; and

WHEREAS, the existing collective bargaining agreement between Erie County and the Unit expired on December 31, 2006, but has remained binding pursuant to the Taylor Law; and

WHEREAS, Erie County and the Unit negotiated a successor collective bargaining agreement, covering the period between January 1, 2007 and December 31, 2017; and

WHEREAS, Unit membership recently ratified the successor agreement.

NOW, THEREFORE, BE IT

RESOLVED, the successor agreement between Erie County and the Unit is hereby approved; and be it further

RESOLVED, all terms and conditions of the successor agreement shall be implemented in full; and, be it further

RESOLVED, certified copies of this resolution be forwarded to the Erie County Executive, Erie County Comptroller, Department of Budget and Management, Department of Labor Relations, Department of Personnel and the Erie County Fiscal Stability Authority.

Memorandum of Agreement
Between
The County of Erie
The Sheriff of Erie County
And
Civil Service Employees Association, Inc.
Local 1000 AFSCME, AFL-CIO
Local 815 Erie County Corrections Unit 6700-34

WHEREAS, the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO, Erie County Corrections Unit 6700-34 *(hereinafter collectively referred to as "CSEA")*, is a stand-alone bargaining unit for purposes of the Taylor Law; but is bound together with the County of Erie and the Erie County Sheriff's Office as a joint employer by the terms and conditions of employment contained within the collective bargaining agreement of the Erie County White Collar Unit of Erie County Local 815 by and between the County of Erie, dated January 1, 2004 through December 31, 2006; and

WHEREAS, joint employer and CSEA have engaged in negotiations in order to reach the initial stand-alone collective bargaining agreement for the Erie County Corrections Unit 6700-34; and

WHEREAS, the parties agree that the terms and conditions of employment contained within the CSEA White Collar Unit of Local 815 collective bargaining agreement dated January 1, 2004 through December 31, 2006, including any memoranda of understanding or other bilaterally executed documents between the parties shall be incorporated into and become part of the initial collective bargaining agreement between CSEA Erie County Corrections Unit of Local 815 and the County of Erie and the Erie County Sheriff's Office as a joint employer *(hereinafter collectively referred to as the "County")*, except for the following changes:

1. <u>CBA Article XIII - Hours of Work</u>

Eliminate Summer Hours

Amend Article XIII, Section 13.2 by deleting all reference to summer hours and/or compensatory time provided employees in lieu of summer hours.

2. **CBA Article 15 - Vacation**

Add the following new Section to Article 15:

Section 15.10

An employee with the greatest department seniority by shift shall be given their choice of annual vacation period bids, subject to the following:

The minimum numbers of annual vacation period bids of Correction Officers that can be pre-scheduled off bidding in any one week are as follows:

7:00 - 3:00 shift	Eight (8) Officers or 10% of Officers assigned to the shift, whichever is greater.
3:00 - 11:00 shift	Five (5) Officers or 10% of Officers assigned to the shift, whichever is greater.
11:00 - 7:00 shift	Four (4) Officers or 10% of Officers assigned to the shift, whichever is greater.

Vacation Selection

On November 1st of each year, bargaining unit employees shall submit their respective vacation requests for the upcoming year pursuant to the following procedure:

1) On November 1st of each year, vacation schedules shall be circulated on the respective shifts for vacation selections.

2) The "Prime Time" format restriction to two (2) weeks vacation during period two will be in effect. For the purpose of this Section, "Prime Time" shall mean any full week obtained by first or second round bidding or the direct exchange of full weeks commencing the week prior to Memorial Day until Labor Day. Days (vacation) obtained through the sign off procedure, single day vacation, exchanges or personal leave days do not apply to the meaning of "Prime Time".

3) Initial selection will be limited to the number of vacation week's entitlement an Officer has based on years of service with the County.

4) As an Officer is reached on the shift seniority list, Supervisors will advise the Officer to make his/her selection. Selection must be concluded prior

to the conclusion of the work shift. Vacation schedules will remain in the Watch Commander's office unless hand carried by the supervisor to an Officer's duty post for an Officer's selection.

5) The selection has to proceed without delay due to limited time. The upcoming year vacation schedule must be completed by the 19th of December to make provisions for the January compensatory time usage. Supervisors, if necessary, may contact staff when off duty for the purpose of making selections.

6) After all eligible staff has had the opportunity to make their initial selections; unused vacation periods will be made available on a bid basis for staff with banked accruals.

7) Staff electing to bypass their initial vacation selection will be placed at the end of the shift seniority list and may select vacation after all other assigned personnel on the shift have made their initial selection.

8) In the event that an employee wishes to cancel their preapproved vacation for the next month, such available vacation days shall be offered as followed:

a) Vacations cancelled by request prior to the 14th of the month shall be bided immediately for at least five (5) days. Prime Time rules apply. If no employee requests such available vacation time, it then, will be part of the monthly sign-off minimum.

b) Vacations cancelled by request after the 14th of the month shall go to the monthly sign-off minimum.

9) Requests to add, delete or exchange vacations by personnel on a shift may be made directly to the respective Watch Commander. The Watch Commander will advise the Captain of any such changes to the vacation scheduling.

10) Direct exchange of vacation weeks by officers assigned to the same shift is authorized, the only limitation being that the maximum of two (2) weeks in "Prime Time" is permitted for any officer.

3. **CBA Article 14 - Holidays**

Section 14.5

Effective January 1, 2013 eliminate Columbus Day, Election Day as paid holidays.

4. **CBA Article 18 - Personal Leave**

Delete Section 18.1 in its entirety and replace said language with the following new language:

Section 18.1

Effective January 1, 2013, and annually thereafter, employees hired prior to ratification of this agreement including temporary and provisional employees, shall receive six (6) days of personal leave per year on their anniversary date.

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

5. **CBA Article XV - Vacations**

Add the following to Section 15.10:

Commencing January 1, 2013, employees shall be permitted to sell back forty (40) hours of accrued and unused vacation leave at the employee's base rate of pay. Employees must have been on the employer's payroll for the entirety of the year of sale and must have a minimum of eighty (80) hours accrued and unused vacation leave at the time of sale. Employees must notify their supervisor by September 1st of each year they wish to sell vacation hours. Payment shall be made by Payroll Period No. 24 of the same year.

Effective January 1, 2015, employees shall be permitted to sell back fifty (50) hours of accrued and unused vacation leave at the employee's rate of pay, under the same conditions as above.

6. **CBA Article XVII - Sick Leave**

Sick Leave Abuse: Amend Section 17.6 as follows:

Abuse of sick leave privileges shall be grounds for disciplinary action. In addition, where an employee's absence is such that management has reasonable grounds to believe that an abuse of sick leave may exist, such employee shall be placed on "Restrictive Sick Leave". Restrictive Sick Leave shall require the employee to provide the Jail Management designee a doctor's statement as to employee's nature of illness, prognosis, employee's ability to work/job specific limitations and anticipated period of absence/limitations. Once management determines to place an employee on Restricted Sick Leave, it shall counsel the employee as to the proper use of sick leave and notice to the employee, in writing, of the imposition of Restricted Sick Leave and the length of such imposition. Each imposition of Restricted Sick Leave shall be of reasonable duration, not to exceed nine (9) calendar months.

7. **CBA Article XXV - Health Insurance**

Payment for Health Insurance, amend Article XXV, Section 25.3 to read as follows:

1. Effective January 1, 2013 employees hired prior to ratification of this agreement shall pay 15% o the Core Plan premium. Employee's annual contribution toward the premium cost for the Core Plan shall be capped as follows:

Year	Single	Family
2013	950	2600
2014	1100	3000
2015	1250	3500
2016	1450	4000
2017	1450	4000

a) In addition, employees who choose the Enhanced Plan shall pay the difference in the cost between the Core Plan and the Enhanced Plan. The employee will bear the expense, through bi-weekly payroll deductions, of any amount in excess of the employer contribution.

b) For employees who choose the Value Plan, the employer shall deposit fifty percent (50%) of the difference in the monthly premium cost, single or family, based on the employee's enrollment status, between the Core Plan and the Value Plan in an I.R.S. Section 105-h account. Monies deposited in such account shall roll over year to year. Funds shall remain available for use during active employment, regardless of plan enrollment or waiver and into retirement until expended. Upon termination or in the event of the employee or retiree's death, any unexpended funds shall revert to the County.

2. Employees hired after ratification of this Agreement shall have the Value Plan as their base plan and shall contribute 15% of the Value Plan premium.

a) In addition, new employees who choose either the Core Plan or the Enhanced Plan shall pay the difference in the cost between the Value Plan and the Core Plan or Enhanced Plan. The employee will bear the expense, through bi-weekly payroll deductions, of any amount in excess of the employer contribution.

3. Open Enrollment: Employees may select from among the insurance plans, annually, during the open enrollment period. The open enrollment period will take place after the annual rates are received from the insurance provider.

4. The parties agree that in the event that the Erie County Fiscal Control Board suspends or nullifies pay increases, or step/increment increases contained in the collective bargaining agreement, the premium amounts employees contribute toward their health insurance shall immediately freeze at the amount in effect at the time of such action and remain frozen until such time that the pay increases, or step/increment increases have been restored.

5. The negotiated provisions of the collective bargaining agreement regarding dental coverage will remain in effect.

6. Modify Article 25, Section 9 (2) as follows:

Effective January 1, 2013, employees who waive insurance coverage shall be eligible for a monthly stipend as follows:

a) Employees eligible for single coverage shall receive $150 to be paid in two equal installments of $75 each.

b) Employees eligible for family coverage shall receive $300 to be paid in two equal installments of $150 each.

*NOTE: However, where such employee is eligible to be covered by another County employee, no waiver payments shall be due.

*NOTE: Employees and their spouses are required to enroll in Medicare Parts A and B when first eligible.

7. Pre-Medicare Retirees: Employees hired prior to ratification of this Agreement, with fifteen (15) years of County service, who are eligible to retiree and do so prior to December 31, 2017, shall have their retiree health insurance paid as follows:

The Employer shall pay one hundred percent (100%) of the monthly premium single rate for the Core Plan for eligible employees who retire from County until age 65. The Employer shall pay one hundred percent (100%) of the monthly premium family rate for the Core Plan for families of eligible employees who retire from County service until age 65, upon written proof of family status.

8. Pre-Medicare Retirees: Employees hired prior to ratification of this Agreement, with fifteen (15) years of County service, who are eligible to retire from County service and do so on or after December 31, 2017 shall pay the same percentage for retiree health insurance that they paid as an active employee.

9. Post-Medicare Retirees: Employees hired prior to ratification of this Agreement, with fifteen (15) years of County service, who are eligible to retire and retire prior to December 31, 2017 shall have their retiree health insurance paid as follows:

Employees and their eligible spouses shall be required to select the designated Medicare Advantage Plan or the equivalent, that includes prescription drug coverage and basic out-of-network benefits, **when first eligible.** Any employee who retires under this Agreement, and his or her eligible spouse (and eligible child/children if applicable) who are under age 65, will be provided with a single or family Core Plan for the non-age 65 member(s). A post-Medicare retiree, and his or her eligible spouse aged 65/Medicare eligible, may choose from Option A or B (Medicare Advantage HMO plans), or C (Medicare Advantage PPO plan) as referenced on the attached matrix. Both members must select the same option, and the employer will pay one hundred percent (100%) of the monthly premium for the single or double rate for Options A, B or C. In addition, a post-Medicare eligible retiree who chooses Option D (Commercial PPO) shall pay the difference in the cost between the highest premium of Option A, B, or C and the Option D (Commercial PPO) premium. Health care coverage will be provided upon written documentation. All other employer contributions shall be eliminated.

10. Post-Medicare Retirees: Employees hired prior to ratification of this Agreement with fifteen (15) years of County service, eligible to retire and do so on or after December 31, 2017 shall have their retiree health insurance paid as follows:

Employees and their eligible spouses shall be required to select the designated Medicare Advantage Plan or the equivalent, that includes prescription drug coverage and the basic out-of-network benefits, when first eligible. Any employee who retires under this Agreement, and his or her eligible spouse (and eligible child/children if applicable) who are under age 65, will be provided with a single or family Core Plan for the non-age 65 member(s) and the employee shall pay the same percentage of premium as active employees. A post-Medicare retiree and his or her eligible spouse aged 65/Medicare eligible may choose from Option A or B (Medicare Advantage HMO plans) or C (Medicare Advantage PPO plan) as referenced on the attached matrix. Both members must select the same option, and the employer will pay the same amount as current employees of the monthly premium for the single or double rate for Options A, B or C. In addition, a post-Medicare eligible retiree who chooses Option D

(Commercial PPO) shall pay the difference in the cost between the highest premium of Option A, B or C and the Option D (Commercial PPO) premium. Health care coverage will be provided for the lifetime of the retiree. Family coverage will be provided upon written documentation. All other employer contributions shall be eliminated.

*NOTE: Employees hired after ratification of this Agreement shall not receive retiree health insurance paid by the employer.

Add/Modify Article XXV, Section 25.6 as follows:

(3) Employees who have eighteen hundred (1800) hours of accumulated sick leave as of the date of retirement shall receive five thousand dollars ($5,000) cash or insurance coverage paid at one hundred percent (100%) until the five thousand dollars ($5,000) is exhausted, for retirees who choose other than the fully paid plan.

Add (4) - Employees hired after ratification of this Agreement who retire from County service with fifteen (15) years of actual County service, shall be eligible for the following:

a) Employees who have a minimum of 1200 hours accumulated sick leave as of the date of retirement shall receive $5,000 toward insurance coverage provided by the County. These monies shall be placed in an HRA account.

b) Employees who have a minimum of 1800 hours accumulated sick leave as of the date of retirement shall receive $8,000 toward insurance coverage provided by the County. These monies shall be placed in an HRA account.

c) Employees who have a minimum of 2400 hours accumulated sick leave as of the date of retirement shall receive $10,000 toward insurance coverage provided by the County. These monies shall be placed in an HRA account.

8. **CBA Article XXXIX - Entire Agreement**

Following agreement on the proposals herein, the parties shall meet and agree as to any additional provisions of the Local 815 CBA which shall be adopted, as written, for inclusion in the stand-alone collective bargaining agreement between Erie County and CSEA CO's. No party shall be bound by Memoranda of Agreement, Understanding, Settlement or other such written agreements, which may have been previously executed, but not formally included as part of the Local 815 CBA.

9. **CBA Article XXXVI - Wages**

Wages

Effective January 1, 2013	Upgrade all titles one grade
Effective January 1, 2014	2%
Effective January 1, 2015	2%
Effective January 1, 2016	2%
Effective January 1, 2017	2%

New hires will be placed on the revised wage scale below: (prior to base pay increases January 1, 2014).

Effective January 1, 2017 increase shift differential by $.015 per hour.

10. **CBA Article XVI - Overtime**

This section only applies to employees hired after ratification of this tentative agreement. The days referred to below shall be granted such time consistent with the personal leave policy.

XVI - Overtime

Compensatory time

Amend Article XVI, Section 16.10 by adding, "Management reserves the right and discretion to approve requests for use of compensatory time, based on man-power and department staffing needs. However, "sworn" employees shall have the right to super-request up to two (2) compensatory days per year which shall not be denied, except in cases of emergency. The two (2) super-requests are not cumulative year to year.

11. **CBA Article IX - Time Off for Union Business**

Amend Article IX as follows:

9.2 Management agrees to grant time off, with pay for the Unit President and up to four (4) Executive Board Members to attend CSEA meetings. Total (aggregate) time off shall not exceed twenty-five (25) workdays per contract year.

Management further agrees to grant time off, with pay for a reasonable number of members appointed to the CSEA Bargaining Committee. Such time shall be for scheduled negotiation sessions with Erie County and shall not include preparation or caucus days.

9.3 The Unit President and the Unit Grievance Chairperson shall be granted reasonable time off, without loss of pay or benefits, to attend to Grievance Administration; step hearings, GML 207(c) evidentiary hearings, disciplinary interrogations/hearings, PERB Conferences and Hearings. Time off for these activities shall not count toward the time limitations in 9.2 above.

9.4 CSEA Employee representatives shall be designated in writing to Management.

9.5 The Unit President shall be granted up to eight (8) hours per week, without loss of pay or benefits for Union business.

It is agreed and understood that the Unit President, when using time as provided under this provision, shall sign-out before leaving their work station and shall sign-in upon returning to their work station, provided one (1) or more hours remain in their work day. The time off above are the maximum hours allowable per week and only legitimate Union business will be conducted during the sign-out period.

12. **CBA Article XXXIX - General Provisions**

Effective July 1, 2013 and annually thereafter Section 39.2 is modified as follows:

Section 39.2

A uniform allowance of twelve hundred ($1,200) dollars per annum will be paid to all corrections personnel on July 1st, yearly. Corrections personnel shall include Correction Officers, Correction Sergeants, Correction Lieutenants and Correction Captains, ID Officers.

Additionally, all civilian personnel who are required to wear a uniform shall receive four hundred fifty ($450) dollars per annum, paid on July 1st, yearly.

13. **CBA Article XXX - Grievance and Arbitration**

The parties agree to the following pilot expedited arbitration process to be used for disciplinary warnings and minor suspensions.

Arbitration/Mediation of Discipline

This will confirm the parties' agreement to expedite the grievance process by assigning mutually agreed to matters to be resolved through the procedure set forth herein *(hereinafter "the Agreement")*. In particular, the parties agree as follows:

A. General Provisions

1. The Mediation/Arbitration procedure and the mediation procedure set forth in Section B and C, respectively, will be used on a trial basis that will run from January 1, 2013 through December 31, 2013.

2. Although both parties have committed to expediting the processing for handling grievances through these procedures, both recognizes that from time to time adhering to the schedules set forth in this procedure may not be possible or practicable given the schedules of the parties' representative and witnesses, illness, etc. For this reason, time limits in this Agreement may be extended by mutual agreement.

3. All references to "days" are to calendar days.

4. The parties will meet during the 1st quarter of 2014, to review the process and to discuss whether the trial should be continued, and if so, for how long and whether procedures set forth in this agreement should be modified. Continuation of the trial will require the written consent of both parties. The intent of the parties is to continue the process, provided that both parties believe that the trial has been mutually beneficial.

5. Given that the parties will be scheduling cases under the mediation/arbitration process, the mediation process and the arbitration process under this agreement, as well as the arbitration not covered by this Agreement, either party may decline to have more than one (1) day of hearings scheduled in any month pursuant to the procedures set forth in this Agreement. Hearings that are not covered by this Agreement, for example contract interpretation arbitrations or those not mutually agreed upon, will not count toward the two (2) day limitation.

6. All aspects of this trial and this Agreement are without prejudice or precedent to the positions that any party may wish to take in any proceeding.

7. Except as provided herein, this Agreement is not intended to add to, diminish or affect any right or obligations that any of the parties have under any of their collective bargaining agreement.

B. Suspensions – Expedited Mediation/Arbitration Procedure

1. This section applies to all suspensions, except where the policy or program is the subject of a pending grievance at the time the suspension is announced; issues of arbitrability or contractual interpretation; an administrative charge or court action.

2. Selection of Mediator/Arbitrator

The parties agree that the selection of the mediator/arbitrator shall be in accordance with Article XXXIV, Section 34.4 of the parties' collective bargaining agreement.

3. Hearing Procedures

a. The parties will present a minimum of two (2) cases not to exceed eight (8) hours on any scheduled day of hearing.

b. Each case must be concluded in no more than four (4) hours. Each party will have one and one-half hours to present its case and cross examine witnesses if necessary, and the mediator/arbitrator will have up to one (1) hour to attempt to mediate a resolution of the case. If a resolution cannot be mediated, the mediator/arbitrator will issue an oral award immediately at the conclusion of the mediation and reduce it to writing in summary fashion on the attached as Attachment A.

c. The parties will not submit briefs, but may make closing statements.

d. There will be no transcripts of the proceedings.

e. The resolutions reached in mediation or by any award issued by the mediator/arbitrator will be without prejudice or precedent in any other matter.

f. if the mediator/arbitrator cannot successfully mediate the grievance, he/she must issue a bench award, and may modify the discipline imposed by the County if he/she deems it appropriate, but may not be increased by the mediator/arbitrator.

g. The mediated settlement or award will be reflected on the form attached as Schedule A.

4. Settlement Cases

a. The parties will reserve, in advance, two (2) hearing dates per month. The number of dates reserved in advance may be modified by the parties based upon the anticipated volume of cases.

b. The parties will jointly schedule the cases to be heard at least forty-five (45) calendar days in advance of the hearing.

c. The Union shall have the right to substitute a case for another provided it obtains the County's written consent at least thirty (30) days in advance of the scheduled hearing date.

d. Cases will be heard within ninety (90) days of the date the Union commences arbitration under Article XXXIV.

Mediation/Arbitration Outcome

I. **Case Information**

a. Case No. _____

b. Grievants Name _____

c. Date of Suspension _____

II. **Results of Mediation**

a. This case has been successfully mediated as follows:

_____

_____

_____

_____

b. This case could not be successfully mediated because:

_____

_____

_____

_____

III. **Arbitration Award**

I, _____, having heard the above-captioned matter presented by the parties issue(s) the following award:

a. The grievance is denied in its entirety. _____

b. The grievance is sustained in its entirety. _____

c. The discipline imposed in this matter is modified as follows:

_____

_____

_____

_____date

14. **CBA Article XXXIX - General Provisions**

The parties agree to delete the following sections under Article XXXIX:

Section 39.3
Section 39.6
Section 39.9
Section 39.10
Section 39.16

15. **CBA Article XXXIX - General Provisions**

The parties agree to modify Section 39.14 by changing the shift starting time from 4 pm to 3 pm.

16. **CBA Article XXV - Health Insurance**

The County agrees that any employee hired prior to ratification of this Agreement, who retires prior to December 30, 2017, with at least five years of County service, shall be eligible for retiree health insurance as provided for in the expired agreement. A list of such eligible employees will be attached to the collective bargaining agreement.

17. **Section 28.8**

All new post assignments which are created after ratification of this agreement shall be subject to job bidding as contained in the assignment preference procedure.

18. **CBA Article XLII - Effective Date and Duration**

Delete 42.1 and replace with the following language:

Unless otherwise specified, the provisions of this Agreement shall become effective as of January 1, 2007, and shall continue in full force and effect until 11:59 P.M. on December 31, 2017.

This agreement is contingent upon approval of the Administrations proposed budget by the County Legislature, ratification of this agreement by the CSEA Corrections Unit membership, release of the Efficiency Grant monies by the ECFCB and approval of this agreement by the County Legislature.

***IN WITNESS WHEREOF,** the duly sworn authorized representatives of the parties have signed their names below this day of December 5, 2012.*

County of Erie

David A. Palmer
Commissioner of Labor Relations

CSEA

Richard A. Toth
Labor Relations Specialist

Sheriff of Erie County

William Whalen
Unit President

CSEA Jail Management
Pay Scale for Employees Hired Prior to Ratification

Grade	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	A	B	C	D	E
4	$25,083	$26,684	$27,738	$28,749	$29,862	$30,928	$31,461	$31,978	$32,515	$33,045	$33,573
7	$30,587	$32,536	$34,228	$35,921	$37,608	$39,292	$40,209	$41,125	$42,045	$42,958	$43,878
8	$32,841	$34,939	$36,917	$38,896	$40,859	$42,820	$43,837	$44,845	$45,856	$46,871	$47,888
9	$35,286	$37,546	$39,760	$41,962	$44,166	$46,377	$47,479	$48,589	$49,684	$50,785	$51,887
10	$38,759	$41,232	$43,697	$46,153	$48,608	$51,085	$52,318	$53,543	$54,777	$56,014	$57,246
11	$42,838	$45,569	$48,221	$50,904	$53,552	$56,216	$57,554	$58,879	$60,206	$61,539	$62,872
12	$45,912	$48,838	$51,792	$54,748	$57,687	$60,634	$62,121	$63,586	$65,062	$66,539	$68,022
13	$50,249	$53,452	56,678	$59,925	$63,161	$66,377	$67,999	$69,624	$71,248	$72,875	$74,502

CSEA Jail Management
Pay Scale for Employees hired After Ratification

(The scale below is an example of the 7 step scale; all Job Grades will be revised to reflect the 7 steps)

Grade	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	A	B	C	D	E
4	$25,083	$25,918	$26,753	$27,588	$28,423	$29,258	$30,093	$30,928	$31,461	$31,978	$32,515	$33,045	$33,573
7	$30,587	$31,830	$33,073	$34,316	$35,559	$36,802	$38,045	$39,292	$40,209	$41,125	$42,045	$42,958	$43,878
8	$32,841	$34,266	$35,691	$37,116	$38,541	$39,966	$41,391	$42,820	$43,837	$44,845	$45,856	$46,871	$47,888
9	$35,286	$36,870	$38,454	$40,038	$41,622	$43,206	$44,790	$46,377	$47,479	$48,589	$49,684	$50,785	$51,887
10	$38,759	$40,519	$42,279	$44,039	$45,799	$47,559	$49,319	$51,085	$52,318	$53,543	$54,777	$56,014	$57,246
11	$42,838	$44,749	$46,660	$48,571	$50,482	$52,393	$54,304	$56,216	$57,554	$58,879	$60,206	$61,539	$62,872
12	$45,912	$48,015	$50,118	$52,221	$54,324	$56,427	$58,530	$60,634	$62,121	$63,586	$65,062	$66,539	$68,022
13	$50,249	$52,553	$54,857	$57,161	$59,465	$61,769	$64,073	$66,377	$67,999	$69,624	$71,248	$72,875	$74,502

Receptionists – Grade 4 (From CSEA Contract)
Security Service Assistant – Grade 7 (From CSEA Contract)
Industrial Training Supervisor (RPT) – Grade 8 (From CSEA Contract)
Commitment Clerks – Grade 8 (From CSEA Contract)
Assistant Food Service Manager – Grade 9 (From CSEA Contract)
Correction Officer, ID Officer – Grade 10
Correction Sergeant – Grade 11
Correction Lieutenant – Grade 12
Correction Captain – Grade 13

Modify Article 27.9 as follows;
1. An employee hired prior to ratification of this agreement shall be eligible for the first longevity increase after completing a total of nine (9) years of continuous service with the County and a minimum of five (5) years actual service at the maximum increment step of the job group. An employee hired after ratification of this agreement shall be eligible shall be eligible for the first longevity increment after completing a total of nine (9) years of continuous service with the County and three (3) years actual service at the maximum increment step of the job group.