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COUNTY OF ERIE

MARK C. POLONCARZ
COUNTY EXECUTIVE

November 10, 2015

The Honorable Erie County Legislature
92 Franklin Street – Fourth Floor
Buffalo, New York 14202

Re: Nine Year Successor Agreement – Administrators' Association of ECC (AAECC)

Honorable Members:

Enclosed please find an accompanying memorandum, a proposed Erie County Legislative resolution, and Erie Community College Board of Trustee approved resolution requesting authorization to enter into a nine year successor agreement to the collective bargaining agreement between the Administrators' Association of ECC (AAECC), Erie Community College (ECC) and the County of Erie.

Approval of this resolution will allow ECC and AAECC to incorporate the agreed to contractual changes (see attached "Memorandum of Understanding Between Erie Community College And Administrators' Association of Erie Community College") into a final contract effective for the period September 1, 2011 – August 31, 2020. There are no additional County funds involved in this request, but it will provide many positive returns in that significant changes were made to the benefits which new employees will be entitled to as well as changes for current employees.

Thank you for your consideration of the attached. If your Honorable Body requires any further information, kindly contact William D. Reuter, Erie Community College Chief Administrative and Financial Officer, or our office, and we will be happy to accommodate your request.

Sincerely,

Mark C. Poloncarz
Erie County Executive

Attachments

MEMORANDUM

TO: Honorable Members of the Erie County Legislature
FROM: William D. Reuter, ECC Chief Administrative & Financial Officer
RE: Authorization to enter into a nine year successor agreement to the collective bargaining agreement between the Administrators' Association of Erie Community College (AAECC), Erie Community College (ECC) and the County of Erie
DATE: November 10, 2015

Summary

It is recommended that the Erie County Legislature authorize Erie Community College and Erie County to enter into a nine year successor agreement to the collective bargaining agreement between the Administrators' Association of ECC (AAECC), Erie Community College (ECC) and the County of Erie.

Fiscal Implications

The agreed to contractual changes will provide ECC the ability to better control the cost impact of the collective bargaining agreement while decreasing the cost of fringe benefits for both current and future employees. Increased costs associated with the 2% salary increase will be offset through salary differentials for new employees, effective management of personnel and savings on fringe benefits. Structural changes to retiree and active health insurance are included in the agreement.

Reasons for Recommendation

The existing collective bargaining agreement between the AAECC, ECC and Erie County expired August 31, 2011. This nine year proposal will be effective from September 1, 2011 through August 31, 2020. No additional county funds are being requested as the college has the ability to control vacancies and fringe benefit savings will be realized.

Background Information

The AAECC is the second largest employee union at ECC. Negotiations between the AAECC and ECC, with the Erie County Director of Labor Relations included in the meetings, took place throughout the past several years. The agreed to changes were approved by both the AAECC membership on November 6, 2015 and the ECC Board of Trustees on November 9, 2015. A copy of the ECC Board of Trustees approved resolution is included for your information.

Consequences of a Negative Action

Failure to adopt this resolution will adversely affect ECC's relationship with AAECC and preclude the College from implementing the structural benefit and work rules changes that are necessary to ensure future financial stability.

Steps Following Approval

Certified copies of this resolution shall be forwarded to the Erie County Executive, Erie Community College, the Erie County Attorney, Erie County Director of Labor Relations and Erie County Budget Director.

William D. Reuter
ECC Chief Administrative and Financial Officer

ERIE COUNTY LEGISLATURE - PROPOSED RESOLUTION
AACC CONTRACT

November 2015

WHEREAS, Erie Community College (ECC), and the Administrators' Association of Erie Community College (AAECC) have negotiated a successor agreement to the collective bargaining agreement between the AAECC, ECC, and the County of Erie which expired August 31, 2011, and;

WHEREAS, after several years of negotiations a tentative agreement on a nine year contract has been reached, and;

WHEREAS, such nine year agreement will be effective September 1, 2011 and extend until August 31, 2020, and;

WHEREAS, the Chief Administrative and Financial Officer of ECC discussed the major elements of the new contract such as 2% pay raises for each year of the contract, changes to health care contributions for current and new employees; changes to retirees health insurance for current and new employees; changes to the health insurance plan; and an early retirement incentive, and;

WHEREAS, the agreed to contract elements will be incorporated into the final contract for approval, and;

WHEREAS, the terms of the new contract were ratified by members of the AAECC on November 6, 2015 and approved by the Board of Trustees of Erie Community College on November 9, 2015 (copy of ECC Board of Trustees Resolution attached);

NOW, THEREFORE, BE IT RESOLVED, that the ECC Board of Trustees supports the nine year contract agreement and authorized the ECC Board Chair and ECC President to sign the final contract document; and be it further

RESOLVED, that the agreed to contractual changes are incorporated into a successor agreement effective September 1, 2011 and except as otherwise specified and agreed to, shall remain in full force until August 31, 2020; and be it finally

RESOLVED, that certified copies of this resolution be forwarded to the Erie County Executive, Erie Community College, Erie County Attorney, Erie County Director of Labor Relations and Erie County Budget Director for review and approval as necessary.

Erie Community College
Board of Trustees Resolution

<u>The Erie Community College Board of Trustees Resolution Regarding Tentative Agreement Between the Administrator's Association of Erie Community College, United Auto Workers Local 3300, Erie County and Erie Community College</u>

November 9, 2015

WHEREAS; the administrative professionals at Erie Community College (hereafter "College" or "ECC") are represented by the Administrator's Association of Erie Community College, United Auto Workers Local 3300 (hereafter "AAECC"); and

WHEREAS; the members of the AAECC provide important and essential services to ECC students; and

WHEREAS; the last collective bargaining agreement between the AAECC and the College expired on August 31, 2011 and the parties have been in negotiations since that date; and

WHEREAS; the AAECC and the ECC negotiating team signed a proposed tentative agreement, attached hereto as **<u>Exhibit "A"</u>** covering the years September 1, 2011 through August 31, 2020; and

WHEREAS; the AAECC ratified the tentative agreement and proposed successor agreement on or about November 6, 2015; and

WHEREAS; the Board of Trustees would like to approve the successor agreement between AAECC, Erie County and ECC for the years 2011 through 2020; and

WHEREAS; Erie Community College has adequate funds available in its fund balance as well as in its 2015-2016 budget and projected budgets through 2019-2020 to fund the expenses that will be incurred by this successor agreement.

NOW, THEREFORE, BE IT

RESOLVED; the Board of Trustees for Erie Community College hereby approves the tentative agreement between the AAECC, Erie County and ECC attached hereto as **<u>Exhibit "A"</u>**; and be it further

RESOLVED; the President and his staff are hereby directed to forward the proposed successor agreement to the Erie County Legislature for its approval; and be it further

RESOLVED; the President and his staff are hereby directed to take the appropriate steps to implement the terms and conditions of the successor agreement set forth in Exhibit "A" upon receipt of the approval from the Erie County Legislature.

ATTEST:

Stephen Boyd
Chair, Board of Trustees
Erie Community College

Memorandum of Understanding

Between

Erie Community College

And

Administrators' Association of Erie Community College

Whereas, the Administrator's Association of Erie Community College (Union) and Erie Community College (College) and Erie County (County) are parties to a collective bargaining agreement with the term of 2007-2011;

Whereas, the parties have met and negotiated the terms of a successor to that agreement; and

Whereas, the parties wish to set forth their agreements in writing;

It is therefore understood:

That, the attached eleven (11) pages set forth the modifications, additions and deletions to be effected in the current contract;

That, all items not addressed in the attached eleven (11) pages shall remain in full force and effect for the duration of the new agreement.

That, the terms of this agreement shall become effective upon ratification by all parties and accordingly no negotiated payments (including, but not limited to, ratification payment, salary increases not added to base and retirement incentive) hereunder shall be due until final approval by the Erie County Legislature.

For the Union

George De Rosa, President

Paul Lamanna, Chair

Patricia Losito, Member

Maureen Doyle, Member

Sarah Izzo, Member

For the College:

Michael Pietkiewicz, Sr. VP Operations 10/29/15

William Reuter, CAFO 10/29/15

Kristin Klein Wheaton, EVP Legal Affairs 10/29/15

Doc #2015-0217

Tentative Agreement between Erie Community College and the Administrator's Association of Erie Community College

All agreed to articles are only finalized upon agreement of all articles including remuneration.

1. Contract Duration (2011 – 2020)

- Modify the current collective bargaining agreement to reflect a duration of September 1, 2011 through August 31, 2020.

2. Across the Board Wage Increases

- Ratification for all purposes under this agreement is the date that the AAECC membership votes on this proposed tentative agreement.
- Effective September 1, 2015 – All bargaining unit employees on the payroll as of September 1, 2015 shall receive incremental payments totaling 3% of the employee's total base salary (not including overtime, additional duties or lines) anticipated for the 2015-2016 academic year. This amount will not be added to the base salary and the payments will be spread over the entire academic year. If an employee leaves employment before the end of the academic year for any reason he or she will only be entitled to the pro rata share of payment due to him or her as of the last day of employment.
- Effective September 1, 2016 adjust the existing salary chart to reflect 2% increases across the board salary increase for all pay scales for current employees.
- Effective September 1, 2017 adjust the revised salary chart to reflect an additional 2% increases across the board wage increase for all pay scales for current employees
- Effective September 1, 2018 adjust the revised salary chart to reflect an additional 2% increases across the board wage increase for all pay scales for current employees
- Effective September 1, 2019 adjust the revised salary chart to reflect an additional 2% increases across the board wage increase for all pay scales for current employees
- Upon Ratification, implement new wage scale for employees hired after Ratification as mutually agreed to.
- Current members of the bargaining unit who are hired/promoted/ transferred or otherwise moved into another position within the bargaining unit will not be considered a "new" employee and their payment scale will be on the current payment scale as outlined in this agreement not the "new employees" payment scale which will include starting salaries equal to existing employees.

3. Current Employee Contractual Ratification Payment

All bargaining unit employees on the payroll upon Ratification shall receive a ratification payment of 1.5% of the total base salary earned (not including overtime, additional duties or lines) by the current employee between the time period 9/1/11 through 8/31/15. This amount shall not be added to base and will be paid as soon after the contract is approved by the Erie County Legislature as possible.

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

Effective upon Ratification and in future years on September 1st, employees shall be eligible to sell back up to forty (40) hours of vacation each fiscal year. Such employees must always maintain at least eighty (80) hours of vacation leave in their bank in order to be eligible for such sell back. (Balance after sellback must be a minimum of 40 hours) Payment for such sell back shall be made in payroll period 24. For the first year, notification by the employee shall be made no later than thirty (30) days after approval of this agreement by the Erie County Legislature and payment of the vacation leave shall be made within sixty (60) days of approval of this agreement by the Erie County Legislature.

5. Health Insurance During Active Erie Community College Employment

Current Employees (hired on or prior to Ratification)

Effective upon Ratification:

Shift all active employees into Value Plan effective 1/1/16:

1. Plan Options: Core, Core Plus, Enhanced, Value Plan, HDHP (Bronze Plan). The Value Plan shall become the base plan effective January 1, 2016. Employees may buy up to the Core or Enhanced Plans at 100% of the complete difference in cost between Core Plus and the higher plan. For example, if the total cost of Value Plan is $10,000 per year and the cost for Core Plan is $12,000 per year, an employee contributing 5% would be required to pay 5% of the premium of Value Plan in addition $2,000 which is the difference in cost between Core Plan and Value Plan. The employee may choose to purchase the Core Plus plan as an option and will be responsible for the employee's premium contribution for the Core Plus Plan. For example if the employee contributes 10%, he or she will pay 10% of the premium of the Core Plus Plan.
2. As soon as possible after Ratification, include the LMHF High Deductible Health Plan (Bronze Plan) as an option within Article 35 for active employees, employees hired post Ratification and retirees. Active and new employees who elect to sign up for the High Deductible Plan will have 50% of the difference in cost between the premium for Value and High Deductible Plan placed in a 105-H plan. An employee who elects the High Deductible Plan will be responsible for his percentage of premium share in effect based upon hire and contract date. For example, if the Value

Plan was $10,000 and the Bronze Plan is $5,000 an employee who is at 10% contribution would pay 10% of the premium ($500) and would have $2,500 ($10,000-$5,000 divided by 2) placed into a 105-h plan.

Modify employee premium payments as follows:

<table>
<tr><td>9/1/16</td><td>Employee premium share based on Value:
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Employees, who elect to move to a different plan, (example Core, Enhanced etc.) from the base plan and have additional costs over and above the base plan as named above, shall have their premium share deducted on a pre-tax basis through payroll deduction.

New Employees (hired after Ratification)

- Upon Ratification, Value Plan shall be the base plan for such employees. No further Health Reimbursement Account contribution from the Employer shall be due to any such employees except for those who enroll in the High Deductible Plan as outlined above.

- The contribution rates for new employees shall remain fifteen percent (15%) of the Value Plan premium. Such contribution shall be made through payroll deduction on a pre-tax basis.

6. Health Insurance Upon Retirement

Current Employees (hired on or prior to Ratification)

Under all of the provisions in the agreement, "Retirement" and "Retire" means that the individual is eligible to retire and begin receiving benefits without penalty under the terms of the New York State Retirement plan (including TIAA-CREF) in which he/she is enrolled through the College.

- Core Plan shall remain the base plan in retirement, and shall remain paid by the Employer for those current employees who retire on or before January 4, 2016 after which time, Value shall become the base plan in retirement for all employees. Pre Ratification employees who retire on or before June 30, 2016 will have health insurance premium contributions at the levels provided for in the 2007 through 2011 agreement.

- IPA banks will be frozen as of the date of Ratification, but may be utilized toward the sick leave accrual for accumulation of time towards retiree health care as outlined in the 2007-2011 contract where use of sick hours are applicable. No further IPA will be accumulated by any employee after Ratification of the current collective bargaining agreement.

- For those current employees who Retire after January 4, 2016, the Value Plan shall become the base plan, and the following guidelines shall apply:

    1) Employees hired prior to August 31, 2011 shall have one-time option of selecting retirement insurance premium contributions in accordance with the 2007 through 2011 agreement or the option set forth in paragraph 2 below. The employee will be required to select an option no later than December 31, 2015 (hereafter "Selection Date.") If the employee fails to notify Human Resources of his/her insurance

selection before the Selection Date, the employee will be placed by default into the plan in paragraph 2 herein.

2) Employees hired between September 1, 2011 and Ratification shall be provided retiree health insurance contributions in accordance with the following guidelines:

   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%) College premium contribution. Twenty Five percent (25%) Retiree premium contribution. This option ends on August 31, 2017 at which time fifteen years of completed service shall be required upon retirement in order to be eligible for a retirement benefit.

   Fifteen (15) or more years of completed service **at the time of the employee's Retirement**: Ninety percent (90%) College premium contribution.

- Current employees who Retire 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 December 31, 2015 to Retire under the terms of the 2007 through 2011 collective bargaining agreement. The employee's last day of active employment must be on or before January 4, 2016.

- **Medicare Wraparound Coverage**: Modify existing language to clarify that each employee and covered dependent or spouse is required to obtain a Medicare wraparound product when first eligible, not only upon age 65.

New Employees (hired after 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.

7. Sick Leave Upon Retirement

New Employees (hired after 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):

1200 Hours	$10,000
At 1800 Hours an additional	$15,000*

At 2400 Hours an additional $15,000*

*These additional amount shall be added to the HRA Account at the time of Retirement if the employee reaches this milestone.

8. Health Insurance Waiver Payment

- Effective January 1, 2016, 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

- However, effective January 1, 2017 where such employee is eligible to be covered by another Erie Community College employee or Erie Community College retiree, no further waiver payment is due.

9. Summer Hours

- Effective January 1, 2017, summer hours shall be eliminated for all bargaining unit employees. For those employees hired prior to Ratification, sixteen hours of flex leave will be added to the employee's leave balance on a one time basis. Employees hired post Ratification shall not receive summer hours or the one time addition of flex leave.

10.Paid Holidays

- Effective January 1, 2016, eliminate Election Day as a paid holiday for all employees 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 full time and regular part time employees hired prior to Ratification. Post Ratification hires eliminate Columbus Day as a holiday. All RPTs and part timers receive the day after Thanksgiving as a paid (8) hour day.

11.Retirement Incentive

- The College shall provide a retirement incentive for employees who have a combined age and full years of service in the AAECC bargaining unit of seventy (75) years or more. The relevant amount is payable only to those employees who retire in the stated calendar year; it is not cumulative:

Notification By	Amount
12/15/15 to retire by 1/4/16	One half of the employee's base salary for 9/1/14 to 8/31/15, up to a maximum amount of $40,000

- Twenty percent (20%) of this incentive shall be placed be placed into an I.R.S. Section 105-h account (HRA). Monies deposited in such account shall roll over from year to year until expended or until the employee's death, his spouse or his dependents at which time any unexpended funds shall revert to the College. Eighty percent (80%) of the incentive shall be placed in a retirement account or eligible deferred compensation account of his/her choice. (Example IRA, 403-b). This incentive expires on December 15, 2015. It will not be offered to anyone who gives notice of retirement after December 15, 2015.

Total Cap on the Incentives:

- The total amount expended on the above incentives will be capped as outlined below. In the event more employees apply for the incentive than funding is available within the cap, the benefits will be awarded by seniority in the bargaining unit as defined in Section 10.2 of the collective bargaining agreement with those being the most senior receiving the benefits until exhausted. In the event that there are more retirements than the funding allows, the least senior eligible employee may retire and accept the insufficient amount of the retirement incentive as payment in full or he she may withdraw their intention to retire.

Retirement date	Total capped amount of incentives
Retirement by 1/4/16	$500,000

13. Flex Time- Work Hours

Article 11 - Workweek

1. Modify language to reflect that 80 hours and 200 hours will be treated the same with respect to working over the cap (resolves current grievance) and reflects future rules. Current grievance will be settled by payments outlined in document agreed to by the parties.
2. Add the following sentence to Article 11.7: "With the exception of College Administrative Assistants and those employees who are non-exempt under the Fair Labor Standards Act, employees hired after Ratification shall no longer be entitled to compensatory time as outlined in this section."

3. Add New Flex time option to Section 11.9

All employees hired prior to Ratification, other than College Administrative Assistants and any other employees who are non - exempt under the Fair Labor Standards Act, at the option of the employee or supervisor, may have any hours assigned by a supervisor, over 40 hours in a work week accrue hour for hour into a flex time bank. Flex time would be in lieu of compensatory time outlined in Section 11.7 above for all employees hired prior to Ratification. Employees hired prior to Ratification shall elect at the beginning of each fiscal year (by August 1st prior to the beginning of the fiscal year) to utilize a flex time bank or compensatory time bank. Flex time shall be taken with the approval of the employee's immediate supervisor, which shall not be denied arbitrarily. All employees, regardless of hire date will have flex time capped at 120 hours, although as it is used, it may be accumulated again by the employee, with the supervisor's permission. Flex time that exists at the end of a fiscal year, will be carried over into the subsequent fiscal year.

- Employees are encouraged to flex their hours to best manage their workloads, based upon the needs of the department and in order to best serve the College's mission. For example, if an employee is needed in the evening for a program, he or she should flex his or her hours for the day or week, based upon workload and needs of the department. Requests for flex time may be made verbally, in writing, by email, or by any other operational manner set by the College in a reasonable time frame to be set by the supervisor. The immediate supervisor may refuse any such request, regardless of the timeliness of the request. However, such refusal shall be based upon operational requirements and shall not be refused arbitrarily. If requested, the reason for any such refusal of the use of flex time or the ability to flex a schedule shall be provided. If the administrator's request for use of flex time or flex scheduling is denied, he or she may appeal such decision to the President of the College or his/her designee.
- Under no circumstances shall any employee be paid for accumulated flex time nor shall he or she be cashed out for time that is in the flex time bank at time of separation of service.
- Employees hired post Ratification shall have flex time as the only option available to them and all rules outlined in paragraphs 11.9 (a) and (b) with respect to the accumulation and use of flex time shall apply to them.

- College Administrative Assistants and College Administrative Assistants II and any other employees who are non-exempt under the Fair Labor Standards Act will receive overtime/compensatory time at time and one half after actually working (40) forty hours as outlined in Section 11.7 above and will not have flex time available as an option.

14. RPT benefits to be defined by UAW representative and EVPLA

Revise current Article 44:
A Regular Part-Time Employee (RPT) is an employee who regularly works 20 or more, but less than 40 hours per week who is paid an hourly rate for every hour actually worked based upon their applicable annual salary in the appropriate job group designated for their respective position(s). RPT employees shall be entitled and receive one-half of all benefits afforded to full-time employees in terms of leave accruals, except where otherwise separately noted herein.

Employees hired after September 1, 2007, will have a choice of having the Value single coverage paid for at 100% or the Value family coverage paid at 50% for Health Care.

Employees hired prior to September 1, 2007 shall make employee premium payments as follows:

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Employees may buy up to the Core or Enhanced Plans at 100% of the complete difference in cost between Core Plus and the higher plan. For example, if the total cost of Value Plan is $10,000 per year and the cost for Core Plan is $12,000 per year, an employee contributing 5% would be required to pay 5% of the premium of Value Plan in addition $2,000 which is the difference in cost between Core Plan and Value Plan. The employee may choose to purchase the Core Plus plan as an option and will be responsible for the employee's premium contribution for the Core Plus Plan. For example if the employee contributes 10%, he or she will pay 10% of the premium of the Core Plus Plan.

<u>Other RPT Benefits to be outlined in Article RPT:</u>

- Seniority as full timers
- Tuition Waivers the same as full timers
- Step increments and longevity as full timers
- Rank Advancement as full timers
- After one year of service, RPT employees will earn three (3) personal leave days. (Pre-Ratification employees also earn the one (1) additional day noted in section 10, Paid Holidays).
- Jury Duty, Military leave, Bereavement as full timers
- Holidays as per CSEA and AFSCME: on an 8 hours scheduled day, 8 hours pay. On a day scheduled for less than 8 hours, then 4 Hours pay.
- Emergency close as per CSEA and AFSCME: An RPT employee is paid for the scheduled hours for the day. Example: An RPT is scheduled for 6 hours on a day that the school closes for a snow storm. The employees would be paid for 6 hours of emergency close.
- Vacation time increase: based on years of service
  Example: 0-14 years 11 months -10 days, 15 to 22 years 11 months -15 days, 23 to 26 years 11 months -18 days, 27 years or more 20 days.
- Sick leave continued to be accrued at 50%

A complete listing of RPT benefits will be compiled into a RPT article post Ratification.

15. Wellness

Effective 9/1/16, ECC will match any amount contributed by LMHF to an HRA account for employees for Phase I and Phase II wellness activities up to a maximum amount per calendar year basis of $50 for Phase I and $50 for Phase II. The employee must submit a request to ECC for matching funds for each calendar year no later than February 1st of the following calendar year with payment to follow as soon as practicable thereafter.

16. Other Outstanding Items

- Review all existing MOU's for continuation/inclusion in the contract
- General cleanup of contract language to correct titles/grammar etc.
- Add definition of membership to include RPT and PT whose titles are part of our union
- Settlement and withdrawal of Grievance relating to 80 hour Comp Time issue as previously agreed