

**ERIE COUNTY LEGISLATURE**  
**MEETING NO. 21**  
**NOVEMBER 19, 2015**

The Legislature was called to order by Chair Mills.

All members present.

An Invocation was held, led by Ms. Dixon, who offered a short prayer giving thanks for Thanksgiving.

The Pledge of Allegiance was led by Mr. Morton.

Item 1 – No tabled items.

Item 2 – No items for reconsideration from previous meeting.

Item 3 – MR. LORIGO moved for the approval of the minutes for Meeting Number 20. MR. RATH seconded.

CARRIED UNANIMOUSLY.

Item 4 – No public hearings.

**MISCELLANEOUS RESOLUTIONS**

Item 5 – MR. HARDWICK presented a resolution Honoring Linda Foels on Receiving the 2015 Lifetime Achievement Award from the Chamber of Commerce of the Tonawandas.

Item 6 – MR. HARDWICK presented a resolution Honoring Roberta (Bobbie) Seekins on Receiving the 2015 Citizen of the Year Award from the Chamber of Commerce of the Tonawandas.

Item 7 – MR. HARDWICK presented a resolution Honoring Northtowns Boys and Girls Club on Receiving the 2015 Community Service Award from the Chamber of Commerce of the Tonawandas.

Item 8 – MR. HARDWICK presented a resolution Honoring Platter's Chocolates on Receiving the 2015 Business of the Year Award from the Chamber of Commerce of the Tonawandas.

Item 9 – MR. LORIGO presented a resolution Honoring Frank Cerny as the Erie County Legislature's Citizen of the Month for November 2015.

Item 10 – MS. MILLER-WILLIAMS presented a resolution Honoring All Members of the Armed Forces on Veterans Day, and World War II Veteran Johnnie Hodges.

Item 11 – MR. MILLS presented a resolution Honoring Glenn R. Nellis on Being Named the 2015 Citizen of the Year by the Eden Chamber of Commerce.

Item 12 – MR. MILLS presented a resolution Honoring Absolut Care Eden on Being Named 2015 Business of the Year by the Eden Chamber of Commerce.

Item 13 – MR. MORTON presented a resolution Congratulating Brandon Bundschuh, Boy Scout Troop 545, on Being Awarded the Rank of Eagle Scout.

Item 14 – MR. MORTON presented a resolution Congratulating Connor Donhauser, Boy Scout Troop 545, on Being Awarded the Rank of Eagle Scout.

Item 15 – MR. MORTON presented a resolution Congratulating Colton Johnson, Boy Scout Troop 545, on Being Awarded the Rank of Eagle Scout.

Item 16 – MR. MORTON presented a resolution Congratulating Brian Mahony, Boy Scout Troop 545, on Being Awarded the Rank of Eagle Scout.

Item 17 – MR. MORTON presented a resolution Congratulating Stephen Szymura, Boy Scout Troop 545, on Being Awarded the Rank of Eagle Scout.

Item 18 – MR. RATH presented a resolution Congratulating Joseph Nieman, Dan Magnuszewski & Jack Greco from ACV Auctions for Winning the 43 North Competition.

MR. LORIGO moved for consideration of the above fourteen items. MR. RATH seconded.

CARRIED UNANIMOUSLY.

MR. LORIGO moved to amend the above fourteen items to include Et Al sponsorship. MS. GRANT seconded.

CARRIED UNANIMOUSLY.

MR. LORIGO moved for approval of the above fourteen items as amended. MS. DIXON seconded.

CARRIED UNANIMOUSLY.

### **LOCAL LAWS**

Item 19 – CHAIR MILLS directed that Local Law No. 8 (Print #1) 2014 remain on the table and in the GOVERNMENT AFFAIRS COMMITTEE.

GRANTED.

Item 20 – CHAIR MILLS directed that Local Law No. 1 (Print #5) 2015 remain on the table and in the GOVERNMENT AFFAIRS COMMITTEE.

GRANTED.

Item 21 – CHAIR MILLS directed that Local Law No. 2 (Print #2) 2015 remain on the table and in the GOVERNMENT AFFAIRS COMMITTEE.

GRANTED.

Item 22 – CHAIR MILLS directed that Local Law No. 3 (Print #1) 2015 remain on the table and in the PUBLIC SAFETY COMMITTEE.

GRANTED.

Item 23 – CHAIR MILLS directed that Local Law No. 5 (Print #1) 2015 remain on the table and in the ENERGY & ENVIRONMENT COMMITTEE.

GRANTED.

Item 24 – CHAIR MILLS directed that Local Law No. 6 (Print #1) 2015 remain on the table and in the ECONOMIC DEVELOPMENT COMMITTEE.

GRANTED.

Item 25 – CHAIR MILLS directed that Local Law No. 7 (Print #1) 2015 remain on the table and in the GOVERNMENT AFFAIRS COMMITTEE.

GRANTED.

Item 26 – CHAIR MILLS directed that Local Law No. 9 (Print #1) 2015 remain on the table and in the GOVERNMENT AFFAIRS COMMITTEE.

GRANTED.

**COMMITTEE REPORTS**

Item 27 – MR. HARDWICK presented the following report and moved for immediate consideration and approval. MS. DIXON seconded.

CARRIED UNANIMOUSLY.

RESOLUTION NO. 252

November 12, 2015	GOVERNMENT AFFAIRS COMMITTEE REPORT NO. 11
-------------------	---

ALL MEMBERS PRESENT.  
CHAIR MILLS PRESENT AS EX-OFFICIO MEMBER.

1. RESOLVED, the following items are hereby received and filed:
  - a. INTRO. 9-5 (2015)  
**BURKE:** “Calling on State Department to Protect American Citizens Trapped in Yemen”  
(6-0)
  - b. COMM. 18D-6 (2015)  
**COUNTY ATTORNEY:** “Transmittal of New Claims Against Erie County”  
(6-0)
  - c. COMM. 19E-12 (2015)  
**BURKE:** “Letter to Chairman Mills Regarding Wireless Internet Access in Legislative Chambers”  
(6-0)
  - d. COMM. 19M-10 (2015)  
**EC BAR ASSOCIATION:** “Assigned Counsel Program - Financial Report, Attorneys on Panel”  
(6-0)
  - e. COMM. 20D-6 (2015)  
**COUNTY ATTORNEY:** “Transmittal of New Claims Against Erie County”  
(6-0)

2. COMM. 20E-20 (2015)  
**COUNTY CLERK**  
WHEREAS, the Erie County Clerk’s Office, as part of its duties and responsibilities, is charged with the operation of local Auto Bureaus as an agent for the State of New York; and

WHEREAS, the Erie County Clerk’s Office / County of Erie has operated the Northtown Auto Bureau at its current location since June 1, 2010; and

WHEREAS, the said Lease with Northtown Property Owner LLC (“Landlord”) was amended earlier this year and expires December 31, 2015; and

WHEREAS, the property currently occupied for use as an Auto Bureau has been sold and a new location has been identified; and

WHEREAS, the County and Landlord desire to continue the landlord/tenant relationship on a month-to-month basis commencing on January 1, 2016 until such time as renovations are complete at the newly identified location; and

WHEREAS, the 2016 County Budget includes an appropriation for expenses associated with the operation of the Auto Bureaus in Erie County that includes necessary funding for rental payments.

NOW, THEREFORE, BE IT

RESOLVED, that the County Executive is authorized to enter into and sign an Extension Agreement (2nd Amendment) with Northtown Property Owner LLC as landlord of the Northtown Auto Bureau extending the existing Lease at 3095A Sheridan Drive, Amherst, New York 14226 on a month-to-month basis; and be it further

RESOLVED, that necessary funds to cover monthly rental payments are available in the 2016 Budget; and be it further

RESOLVED, that certified copies of this resolution be sent to the County Executive, the County Clerk, the County Comptroller, and the County Attorney.  
(6-0)

KEVIN R. HARDWICK  
CHAIR

Item 28 – MR. LORIGO presented the following report and moved for immediate consideration and approval. MR. RATH seconded.

CARRIED UNANIMOUSLY.

RESOLUTION NO. 253

November 12, 2015	FINANCE & MANAGEMENT COMMITTEE REPORT NO. 14
-------------------	---

ALL MEMBERS PRESENT.  
CHAIR MILLS PRESENT AS EX-OFFICIO MEMBER.

1. RESOLVED, the following items are hereby received and filed:
  - a. COMM. 19E-8 (2015)  
**COMPTROLLER:** “Report for Apportionment and Distribution of Net Collections from the 4.75% Sales and Compensating Use Tax for June, July and Aug 2015”  
(6-0)
  - b. COMM. 19E-9 (2015)  
**COMPTROLLER:** “External Auditor's Management Letter for EC for the Year Ended December 31, 2014”  
(6-0)
  - c. COMM. 19D-5 (2015)  
**DEPARTMENT OF BUDGET & MANAGEMENT:** “Budget Monitoring Report for Period Ending Aug. 31, 2015”  
(6-0)
  - d. COMM. 19M-6 (2015)

**ASSEMBLYMAN MICHAEL P KEARNS:** “Supplemental Information Regarding Erie County Foreclosures”  
(6-0)

- e. COMM. 19M-7 (2015)  
**TOWN OF CONCORD:** “Town Resolution Regarding the Termination of 1977 Sales Tax Revenue Distribution Agreement”  
(6-0)
- f. COMM. 19M-8 (2015)  
**EC CITIZENS' BUDGET REVIEW COMMISSION:** “Update from Meetings”  
(6-0)
- g. COMM. 20E-1 (2015)  
**COUNTY EXECUTIVE:** “Department of Social Services – Foster Parent Recruitment”  
(6-0)
- h. COMM. 20E-18 (2015)  
**COMPTROLLER:** “Interim Financial Report for Nine-Month Period Ending Sept. 2015”  
(6-0)
- i. COMM. 20M-3 (2015)  
**TOWN OF CONCORD:** “Town Resolution Regarding the Termination of 1977 Sales Tax Revenue Distribution Agreement”  
(6-0)
- j. COMM. 20M-4 (2015)  
**TOWN OF GRAND ISLAND:** “Town Resolution Regarding the Termination of 1977 Sales Tax Revenue Distribution Agreement”  
(6-0)
- k. COMM. 20M-5 (2015)  
**TOWN OF ORCHARD PARK:** “Town Resolution Regarding the Termination of 1977 Sales Tax Revenue Distribution Agreement”  
(6-0)
- 1. COMM. 20M-6 (2015)  
**TOWN OF EVANS:** “Town Resolution Regarding Support for State Legislation for the Exemption of EC Sales Tax for Retail Sale and Installation of Geothermal Heat Pump Systems”  
(6-0)
- 2. COMM. 20E-15 (2015)  
**COUNTY EXECUTIVE**  
WHEREAS, the Director of Real Property Tax Services has recommended the transfer of Surplus County owned parcels described as Evans SBL# 250.12-7-36, Lancaster SBL# 115.14-10-69 and West Seneca SBL# 124.53-4-4; and

WHEREAS, in accordance with the County of Erie Encroachment Policy the parcels were reviewed and deemed surplus by the County Advisory Review Committee; and

WHEREAS, in accordance with the County of Erie Encroachment Policy the Director of Real Property Tax Services negotiated the transfer with the encroaching property owners;

NOW, THEREFORE BE IT

RESOLVED that County owned surplus property Evans SBL# 250.12-7-36, shall be sold to Marcia Baron for \$500, and Lancaster SBL# 115.14-10-69 be sold and split between the County of Erie, Anthony Manna and Stanley J. Blasczyk for \$1 and no more and West Seneca SBL# 124.53-4-4 be sold to Elizabeth Wopperer (Rocky's Cleaners) for \$200; and be it further;

RESOLVED, that the Erie County Executive is hereby authorized and directed to execute a quit claim deed conveying any and all interest of the County of Erie in the above described property to the aforesaid purchasers; and be it further;

RESOLVED, that certified copies of this resolution be forwarded to the County Executive, the Office of the County Comptroller, the County Attorney, Department of Environment and Planning, and the Department of Real Property Tax Services.  
(6-0)

3. COMM. 20E-16 (2015)

**COUNTY EXECUTIVE**

WHEREAS, pursuant to prior legislative authorization, a public auction of county-owned properties was conducted for Erie County in the auditorium of the Central Library of the Buffalo and Erie County Public Library on September 24, 2015, and

WHEREAS, at said public auction, bids totaling the sum of \$1,000.00 were accepted as to the three (3) properties, as set forth on the list attached below.

NOW, THEREFORE, BE IT

RESOLVED, that as to the following three (3) properties:

<u>TOWN</u>	<u>ADDRESS</u>	<u>SBL#</u>	<u>PURCHASE PRICE</u>
Hamburg	Milestrip Rd	160.08-2-13	These were sold as one for \$1,000.00
Hamburg	Milestrip Rd	160.08-2-14	
Hamburg	Milestrip Rd	160.08-2-17	

the sale of same is hereby approved, confirmed and ratified by the Erie County Legislature, and be it further

RESOLVED, that provided that the full amount of the bid and applicable fees and commissions have first been paid, the County Executive is hereby authorized and directed to execute, deliver and record a Quit-Claim Deed conveying to the particular bidder-designated

purchaser(s) all of the County of Erie's right, title and interest in and to the properties whose public auction sale is approved herein, and be it further

RESOLVED, that certified copies of this resolution be transmitted to the Erie County Executive, Director of Budget and Management, Erie County Comptroller, Director of Real Property Tax Services, and County Attorney.

(6-0)

4. COMM. 20E-17 (2015)  
**COUNTY EXECUTIVE**

WHEREAS, pursuant to Section 7-6.0 of the Erie County Tax Act, as well as specific direction of resolutions adopted by the Erie County Legislature in each of the past fifty-five (55) years, the County of Erie, each November, bids for and purchases every available Tax Certificate upon real estate for which current year real property taxes then remain unpaid; and

WHEREAS, the collection of delinquent real property taxes under this procedure has been satisfactory, potentially leading, absent redemption, to the commencement of an *in rem* tax foreclosure action against the affected properties by the County; and

WHEREAS, it is recommended that your Honorable Body direct the Director of Real Property Tax Services to bid and purchase for the County of Erie, its bid being preferred over all other offers, every 2015 Tax Certificate upon real estate for which current year real property taxes remain unpaid as of November 27, 2015, the scheduled tax sale date for 2015 Tax Certificates.

NOW, THEREFORE, BE IT

RESOLVED, that pursuant to Article VII of the Erie County Tax Act, the Director of Real Property Tax Services be, and hereby is, authorized to bid for and purchase, on behalf of the County of Erie, all Tax Certificates upon real estate in Erie County for which 2015 real property taxes have not been paid; and be it further

RESOLVED, that certified copies of this resolution be transmitted to the County Executive, Joseph L. Maciejewski, Director of Real Property Tax Services, the Director of Budget and Management, the County Comptroller and County Attorney.

(6-0)

5. COMM. 20M-2 (2015)  
**BUFFALO PLACE INC**

WHEREAS, the Erie County Legislature approved Local Law No. 8-1984, establishing a downtown pedestrian/transit mall special district; and

WHEREAS, the Erie County Legislature approved on December 19, 1985, a resolution authorizing the County Executive to enter into agreement with Downtown Buffalo Management Corporation, now known as Buffalo Place Inc., designating Buffalo Place Inc. as the not-for-profit corporation with which Erie County shall contract for the performance of mall special district services, for which annual contracts were executed in 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004; 2005, 2006, 2007; 2008; 2009; 2010; 2011; 2012; 2013; 2014; 2015 and

WHEREAS, the said Local Law required that the mall corporation present an annual budget to the Legislature regarding the amount to be raised by mall district special charges; and

WHEREAS, pursuant to the said Local Law, Buffalo Place Inc. held a public hearing, on due notice to property owners within the district, regarding the proposed 2016 annual budget on October 27, 2015; and

WHEREAS, in October 30, 2013 the Board of Directors of Buffalo Place Inc. approved a resolution approving a payment in lieu of service charges for the HSBC Atrium Building and have included the same as part of its proposed 2016 budget.

NOW, THEREFORE, BE IT

RESOLVED, that the Erie County Legislature does hereby determine that the total amount to be raised by mall district service charges in 2016 shall be the sum of \$1,710,000 as contained in the attached budget which shall be a part of this Resolution, which amount does not exceed 80% of the service charges that could be assessed or levied against properties in the district; and be it further

RESOLVED, that the County of Erie be and hereby is authorized to enter into agreement with Buffalo Place Inc., the not-for-profit corporation described in Section 9 of Erie County Local Law No. 8-1984, providing for the performance by Buffalo Place Inc. of the mall special services set forth in Section 8 of said Local Law; the payment to Buffalo Place Inc. of the proceeds of the mall special district charges, less administrative costs, to be used by Buffalo Place Inc. in providing mall special district services; and such other terms and conditions as to the County Attorney appear necessary or appropriate for the implementation of Erie County Local Law No. 8-1984 and Chapter 673 of the Laws of 1982; and be it further

RESOLVED, that the Buffalo Place Inc. revenues, in addition to the special charges assessed as above set forth, include for the year 2016, \$18,000 in payment in lieu of service charges for First Niagara Center (1 Seymour H. Knox III Plaza, Buffalo, NY) and \$34,317 for HSBC Atrium Building (95 Washington Street, Buffalo, NY) totaling \$52,317 as set forth in said budget, and be it further

RESOLVED, that the Erie County Commissioner of Finance shall, not later than November 19, 2015, cause to be established a Mall District Special Charge Roll apportioning the amount herein above determined to be raised by mall district special charges and payment in lieu of special charges for 2016 in conformance with the formula set forth in Section 7 of Erie County Local Law N. 8-1984 using the latest available final general or special assessment roll prepared by The City of Buffalo; and be it further

RESOLVED, that certified copies of this resolution in its final form be forwarded to the Erie County Executive, the Mayor of the City of Buffalo, the Chairman and the Executive Director of Buffalo Place Inc., and the Erie County Commissioner of Budget and Management.  
(6-0)

JOSEPH C. LORIGO  
CHAIR

Item 29 – MR. MORTON presented the following report and moved for immediate consideration and approval. MR. LORIGO seconded.

CARRIED UNANIMOUSLY.

RESOLUTION NO. 254

November 12, 2015	ENERGY & ENVIRONMENT COMMITTEE REPORT NO. 17
-------------------	---

ALL MEMBERS PRESENT.  
CHAIR MILLS PRESENT AS EX-OFFICIO MEMBER.

1. RESOLVED, the following items are hereby received and filed:
  - a. COMM. 10E-14 (2015)  
**COUNTY EXECUTIVE:** “Application for State Assistance - EC Regional Composting”  
(6-0)
  - b. COMM. 19E-6 (2015)  
**BURKE:** “Review of the Public Discussion on the Status of Lake Erie Water Quality”  
(6-0)
  - c. COMM. 19E-7 (2015)  
**COUNTY EXECUTIVE:** “Letter to Monroe County Executive Regarding the Banning of Microbeads”  
(6-0)
  - d. COMM. 20E-10 (2015)  
**COUNTY EXECUTIVE:** “EC Sewer District Nos. 3, 6 & 8 - Engineer Term Contract Agreement - DiDonato Associates”  
(6-0)

2. COMM. 20E-8 (2015)  
**COUNTY EXECUTIVE**  
WHEREAS, pursuant to Legislative Comm. 20E – 9 (2013), Erie County on behalf of the Erie County Sewer Districts entered into agreements with Greenman-Pederson, Inc., Wm. Schutt Associates, and DiDonato Associates, to provide construction inspection services; and

WHEREAS, the amount of \$150,000.00 for each agreement is close to being expended; and

WHEREAS, a change order is necessary to fund the construction inspection services through 2016; and

WHEREAS, the Division of Sewerage Management and the Board of Managers for each Erie County Sewer District recommends the approval of Change Order No. 1 for the term agreements to provide the budget necessary to complete the necessary inspection services.

NOW, THEREFORE, BE IT

RESOLVED, that Change Order No. 1 to the agreements, with Greenman-Pederson, Inc., Wm. Schutt Associates, and DiDonato Associates be approved in the amount of \$50,000.00 each; and be it further

RESOLVED, that the Deputy Commissioner in the Division of Sewerage Management is hereby authorized to execute and process the necessary Change Orders; and be it further

RESOLVED, that the Erie County Director of Budget and Management and Erie County Comptroller are directed to allocate an additional \$50,000.00 for each agreement from any of the sewer capital projects in fund 430 or from the sewer operating fund 220 (including business areas 181, 182, 183, and 186 account 516020) as determined by the Division of Sewerage Management; and be it further

RESOLVED, that the Clerk of the Legislature be directed to send one (1) certified copy each to the County Executive, the Erie County Comptroller, the Director of Budget and Management and Kristen Walder, Assistant County Attorney; and two (2) certified copies of this resolution to Joseph L. Fiegl, P.E., Department of Environment and Planning.  
(6-0)

3. COMM. 20E-9 (2015)  
**COUNTY EXECUTIVE**

WHEREAS, the Erie County Department of Environment and Planning is in need of replacing a platform at the Southtowns Sewage Treatment Facility that was removed to facilitate installation of a slide gate; and

WHEREAS, Change Order No. 1 in the amount of \$33,515.00 will furnish and install a new grating system platform to provide safe working conditions while operating the facility.

NOW, THEREFORE BE IT

RESOLVED, that the Change Order No. 1 to the Contract 54 STP-A, Southtowns Sludge Incinerator Emissions Upgrade with Hohl Industrial Services, Inc., in the amount of \$33,515.00 be approved; and it be further

RESOLVED, that the Erie County Comptroller and Director of Budget & Management be authorized to increase appropriations and estimate revenue by \$33,515.00 in Capital Project C.14301; and it be further

RESOLVED, that the Erie County Comptroller and Director of Budget & Management be authorized to establish budgets as necessary and directed to transfer \$33,515.00 from Erie County Sewer District No. 3 Capital Reserve Account C.00007 to Erie County Sewer District No. 3 Capital Account C.14301 for Contract No. 54 STP-A; and it be further,

RESOLVED, that the Erie County Comptroller be authorized and directed to allocate \$33,515.00 from Erie County Sewer District No. 3, Capital Account C.14301 for payment of this change order; and it be further

RESOLVED, that the Clerk of the Legislature be directed to send one (1) certified copy each of this resolution to the County Executive, Director of Budget and Management, Comptroller's Office, and Kristen Walder, Assistant County Attorney; and send two (2) certified copies of this resolution to Joseph L. Fiegl, P.E., Department of Environment and Planning.

(6-0)

4. COMM. 20E-12 (2015)  
**COUNTY EXECUTIVE**

WHEREAS, the Erie County Department of Environment and Planning (DEP) administers the Conditionally Exempt Small Quantity Generator (CESQG) Program, an initiative to address the proper disposal and treatment of hazardous waste or chemicals for municipalities, school districts and small businesses; and

WHEREAS, CESQG Program's costs are offset by matching revenues; and

WHEREAS, during the fiscal year, as increased participation by exempt generators has caused CESQG costs to increase beyond the adopted budget, it is necessary to ensure that the Department of Environment and Planning can accordingly adjust its revenue and appropriations to match actuals.

NOW, THEREFORE, IT BE

RESOLVED, that the Department of Environment and Planning and Division of Budget and Management are authorized to adjust appropriations and revenues based on participation in the CESQG program and prior year actual results; and be it further

RESOLVED, that authorization is hereby provided to increase the DEP operating budget, Fund 110, Funds Center 16200, Revenue GL 420271 – CESQG Charges and Appropriation GL 517577 – CESQG Collections as necessary; and be it further

RESOLVED, that certified copies of this resolution shall be forwarded to the County Executive; the Director of the Division of Budget and Management; the Office of the Comptroller; Thomas J. Dearing, Commissioner of Environment and Planning; Thomas R. Hersey, Jr., Deputy Commissioner of Environment and Planning; Paul B. Kranz, P.E., Associate Engineer; the County Comptroller, and the County Attorney.

(6-0)

5. COMM. 20E-13 (2015)  
**COUNTY EXECUTIVE**

RESOLVED, the Erie County Legislature hereby confirms the appointment, as recommended by the County Executive, of Terry A. Belke (6694 Versailles Rd, Lake View, NY 14085) to the Erie County Fisheries Advisory Board to complete a term that will expire December 31, 2016.

(6-0)

TED B. MORTON  
CHAIR

Item 30 – MR. RATH presented the following report and moved for immediate consideration and approval. MS. DIXON seconded.

CARRIED UNANIMOUSLY.

RESOLUTION NO. 255

November 12, 2015	ECONOMIC DEVELOPMENT COMMITTEE REPORT NO. 13
-------------------	---

ALL MEMBERS PRESENT.  
CHAIR MILLS PRESENT AS EX-OFFICIO MEMBER.

1. RESOLVED, the following items are hereby received and filed:
  - a. COMM. 16M-5 (2015)  
**SUPERVISOR, TOWN OF ALDEN:** “Letter to Commissioner of Public Works Regarding Road Work”  
(6-0)
  - b. COMM. 19M-4 (2015)  
**NYS DEPARTMENT OF ENVIRONMENTAL CONSERVATION:** “Letter Regarding Former Bethlehem Steel Plant Site, City of Lackawanna”  
(6-0)
  - c. COMM. 19M-5 (2015)  
**NYS DEPARTMENT OF TRANSPORTATION:** “Notice of Request for a Review of Traffic Conditions Harlem Rd at Walden Ave, Town of Cheektowaga”  
(6-0)
  - d. COMM. 20M-1 (2015)  
**EC INDUSTRIAL DEVELOPMENT AGENCY:** “2016 Budgets for ECIDA, Buffalo and EC Regional Development Corp, Buffalo and EC Industrial Land Development Corp”  
(6-0)

2. COMM. 20E-2 (2015)  
**COUNTY EXECUTIVE**

WHEREAS, this Honorable has previously authorized pre-approval of design and construction contracts for the Unified Court System Eight Judicial District (“UCS) renovation of the second floor of the Supreme Court Law Library located at 77 West Eagle St. Buffalo N.Y; and

WHEREAS, the budget increase is necessary for this project to continue due to a funding deficit; and

WHEREAS, the budget for SAP capital project A.15079, in BA122, Fund 410, must be increased in the amount of \$76,000 the amount of the anticipated reimbursement from the UCS; and

WHEREAS, the project will be reimbursed by the UCS as a tenant request line item in the Chapter 686 cleaning and minor maintenance contract with the County, for the New York State fiscal year beginning April 1, 2015; and

WHEREAS, reimbursement claims for project expenses paid after March 31, 2016 will be disallowed by UCS; and

WHEREAS, in order to expedite this work, pre-approval from the Erie County Legislature is needed to award design and construction contracts for the amount of the budget increase.

NOW, THEREFORE, BE IT

RESOLVED, that in order to comply with the Unified Court System Eighth Judicial District's request to create space for the Eighth Judicial District information technology unit at the Supreme Court Law Library; the award of construction, design and testing contracts, as designated by the Commissioner of Public Works for this project, is hereby preapproved by the Erie County Legislature and the County Executive is hereby authorized and directed to execute said contracts; and be it further

RESOLVED, that pre-approval is contingent upon the advertisement and award of the construction contracts pursuant to applicable Local and New York State public bidding laws; and be it further

RESOLVED, that such costs shall be recorded SAP project A.15079, in BA122, Fund 410; and be it further

RESOLVED, that the Division of Budget and Management is authorized to make the following budgetary changes in SAP:

BA122, Fund 110, Fund Center 12220

		Current Budget	Increase (Decrease)	Revised Budget
Revenue				
Account	Description			
405170	State Aid Court Facility	\$2,478,470	\$ 76,000	\$2,554,470
Expense				
575000	Interfund Exp Non-Subsidy	\$ 710,000	\$ 76,000	\$ 786,000
	Net Change Fund 110		\$ <u>0</u>	

BA122, Fund 410, A.15079

		Current Budget	Increase (Decrease)	Revised Budget
Revenue				
Account	Description			
450000	Interfund Rev Non-Subsidy	\$ 350,000	\$ 76,000	\$ 426,000
Expense				

CAPITALPRO	Capital Projects Exp	\$ 350,000	\$ 76,000	\$ 426,000
------------	----------------------	------------	-----------	------------

Net Change Fund 410	\$ <u>0</u>
---------------------	-------------

; and be it further

RESOLVED, that the Comptroller's Office is directed to effectuate the release of funds for this project based on requests from the Department of Public Works from the above-noted funding sources; and be it further

RESOLVED, that certified copies of this resolution be sent to the Department of Public Works, Office of the Commissioner, Office of the County Executive, the Division of Budget and Management, the Office of the Comptroller and the Unified Court System Eighth Judicial District c/o Andrew Isenberg.

(6-0)

3. COMM. 20E-5 (2015)

**COUNTY EXECUTIVE**

WHEREAS, the County of Erie had previously entered into a contract with the Erie County Soil and Water Conservation District who have the necessary expertise and personnel to perform the necessary inspections and evaluations as well as to carry out administrative responsibilities related to the delivery of various technical services including stream bank maintenance, bridge and culvert scour maintenance; and

WHEREAS, it has become necessary to implement the County-wide Stream Maintenance Program to continue to reduce erosion and localized flood-related risk to roads, bridges, culverts and rights-of-way by removing gravel bars and vegetative debris obstructing or diverting the natural flow of streams, repair bridge and culvert scour or prevention of same; and

WHEREAS, Article 5-G of the General Municipal Law authorizes municipalities and districts to contract to perform together that which each public entity is authorized to perform individually; and Article 5, Section 99-R of the same General Municipal Law authorizes Erie County and the District to contract by direct negotiations for services of government not regularly provided to the public as part of general government services; and

WHEREAS, the Legislative Body of Erie County and the Board of Directors of the Erie County Soil and Water Conservation District previously authorized a municipal agreement on October 6, 2011 (Comm. 18E-30) for the purpose of performing a County-wide Stream Maintenance Program.

NOW, THEREFORE, BE IT

RESOLVED, that the County Executive be permitted to enter into an Agreement with the Erie County Soil and Water Conservation District in an amount of \$100,000 to be allocated from Business Area 123, Cost Center 1231010, Fund 210, General Ledger Account 516020 – Professional Services, for technical services to reduce erosion, scour and localized flooding related risks to roads, bridges, culverts and rights-of-way at various locations; and be it further

RESOLVED, that three (3) certified copies of this resolution be sent to the Department of Public Works, Office of the Commissioner, and one copy each to the Office of the County Executive, the Division of Budget, Management and Finance, and the Office of the Comptroller.  
(6-0)

4. COMM. 20E-7 (2015)

**COUNTY EXECUTIVE**

WHEREAS, Evergreen Lofts Supportive Housing is developing housing for individuals and families who are marginally housed, and struggling with homelessness; and

WHEREAS, Evergreen Lofts will consist of the development of fifty-six (56) rental residential units inclusive of twenty-eight (28) supportive housing units; and

WHEREAS, twenty eight of the units shall house formerly homeless persons with a chronic medical condition; and

WHEREAS, said affordable housing consists of 50 one-bedroom units, four two-bedroom units, and two three-bedroom units; and

WHEREAS, all units shall be occupied by households having an annual income at or below 60% of the area median income, adjusted for family size, as said income figures are so defined by the United States Department of Housing and Urban Development; and

WHEREAS, the Erie County Legislature adopted a policy on Payment in Lieu of Taxes (PILOT) on December 16, 1999, and the PILOT is consistent with said policy; and

WHEREAS, in order to make the Project economically feasible for Evergreen Lofts Supportive Housing, LLC to operate the housing project it is necessary to obtain tax relief from the County of Erie and the City of Buffalo.

NOW, THEREFORE, BE IT

RESOLVED, that the County Executive is hereby authorized to execute a Payment in Lieu of Taxes (PILOT) Agreement with Evergreen Lofts Supportive Residence, L.P., ELA Housing Development Fund Company, Inc., the City of Buffalo, and any other organizations necessary to conclude this PILOT Agreement; and be it further

RESOLVED, that said Agreement shall include an annual PILOT in the amount of taxes due as set forth on Schedule A attached hereto, and payment under the Agreements will be for fifteen (15) years, with the County share of each annual payment being twenty-five (25) percent of the total amount; and be it further

RESOLVED, that certified copies of this resolution shall be forwarded to the County Executive; the Director of the Division of Budget and Management; the Director of Real Property Tax Services; the Commissioner of the Department of Environment and Planning; the County Comptroller; and the County Attorney.

SCHEDULE A  
Evergreen Lofts PILOT  
Schedule of Payments

Year	City	County	Total
1	8,387.26	2,795.75	11,183.01
2	8,638.88	2,879.63	11,518.50
3	8,898.04	2,966.01	11,864.06
4	9,164.98	3,054.99	12,219.98
5	9,439.93	3,146.64	12,586.58
6	9,723.13	3,241.04	12,964.17
7	10,014.82	3,338.27	13,353.10
8	10,315.27	3,438.42	13,753.69
9	10,624.73	3,541.58	14,166.30
10	10,943.47	3,647.82	14,591.29
11	11,271.77	3,757.26	15,029.03
12	11,609.93	3,869.98	15,479.90
13	11,958.22	3,986.07	15,944.30
14	12,316.97	4,105.66	16,422.63
15	12,686.48	4,228.83	16,915.31

(6-0)

EDWARD A. RATH, III  
CHAIR

Item 31 – MR. RATH presented the following report and moved for immediate consideration and approval. MS. DIXON seconded.

CARRIED UNANIMOUSLY.

RESOLUTION NO. 256

November 12, 2015	PUBLIC SAFETY COMMITTEE REPORT NO. 14
-------------------	--

ALL MEMBERS PRESENT, EXCEPT LEGISLATOR GRANT.  
CHAIR MILLS PRESENT AS EX-OFFICIO MEMBER.

1. RESOLVED, the following item is hereby received and filed:
  - a. COMM. 18M-7 (2015)  
**THOMAS KLEIN:** “Letter Regarding Sheriff’s Office Holding Center Division NYS 553 Retirement Plan”  
(5-0)
2. COMM. 20E-21 (2015)  
**COUNTY EXECUTIVE**

WHEREAS, the U.S. Department of Homeland Security has awarded \$122,000 to Erie County under the FY 2015 Port Security Grant Program to improve areas of concern along the Port of Buffalo; and

WHEREAS, these funds will be utilized to purchase a Microwave Downlink System to be mounted on the Erie County Sheriff's Air Support Unit to enhance the ability of Air One to provide a tactical advantage in dealing with security/surveillance missions, detected IED's, catastrophic events and terrorist attacks; and

WHEREAS, authorization is required from the Erie County Legislature for the County Executive to enter into a contract and accept \$122,000 in federal resources to provide funding for the purchase of this equipment; and

WHEREAS, as a condition of this award, the County is required to contribute a cost match in the amount of \$40,666 of non-federal funds, or 25 percent of the total approved project cost of \$162,666; and

WHEREAS, the Erie County Sheriff's Office has allocated \$40,666 in matching funds from the Sheriff's Asset Forfeiture Trust Account, therefore requiring no county tax dollars.

NOW, THEREFORE, BE IT

RESOLVED, that the Erie County Legislature does hereby authorize the County Executive to enter into contract with the U.S. Department of Homeland Security to accept funding in the amount of \$122,000 for the Department of Emergency Services; and be it further

RESOLVED, that \$40,666 from the Erie County Sheriff's Office Asset Forfeiture Fund will be used to fulfill the required local match; and be it further

RESOLVED, that said funds will be utilized to enhance the ability of Erie County to manage emergency and disaster situations; and be it further

RESOLVED, that authorization is hereby provided to the Division of Budget and Management to establish funding in the Grant Fund 281, as follows:

Erie County Department of Emergency Services  
FY 2015 Port Security Grant Program

<u>Revenue</u>	Increase
Account 414000 Federal Aid	\$ 122,000
Account 479000 County Share Contribution	<u>\$ 40,666</u>
Total Revenue	\$ 162,666
 <u>Appropriations</u>	 Increase
Account 561410 Lab & Technical Equipment	<u>\$ 162,666</u>
Total Appropriations	\$ 162,666

and be it further

RESOLVED, that the Director of Budget and Management is hereby authorized to establish and adjust budgets as required to comply with federal approved funding levels; and be it further

RESOLVED, that certified copies of this resolution be sent to the County Executive's Office, the Division of Budget and Management, the Department of Emergency Services c/o Melissa Calhoun, the County Comptroller, and the County Attorney.

(5-0)

3. COMM. 20E-22 (2015)

**COUNTY EXECUTIVE**

WHEREAS, the Department of Public Works received bids for the Erie County Holding Center and Erie County Correctional Facility-2015-Security and Video Upgrade-Phase 2 project on June 30, 2015; and

WHEREAS, the lowest responsible bidder is Weydman Electrical, Inc.

WHEREAS, the Erie County Department of Public Works, along with the Consultant, is recommending award of the contract to the lowest bidder.

NOW, THEREFORE, BE IT

RESOLVED, that the County Executive be authorized to enter into a contract with the lowest responsible bidder, Weydman Electrical, Inc., for the Erie County Holding Center and the Erie County Correctional Facility-2015-Security and Video Upgrades-Phase 2 for an amount not to exceed \$197,900.00; and be it further

RESOLVED, that the sum of \$19,790.00 be allocated to a Construction Contingency Fund with authorization for the County Executive, to approve change orders in an amount not to exceed the Contingency Fund, and be it further

RESOLVED, that deduct change orders will result in these funds being returned to the Construction Contingency Fund; and be it further

RESOLVED, that the Comptroller's Office be authorized to make payment for all the above from SAP project account A.11007-2011 Video & Door Control Upgrades-Correctional Facility & Holding Center, in and amount not to exceed \$217,690.00; and be it further

RESOLVED, that two certified copies of this resolution be sent to the Department of Public Works, Commissioner's Office, and one copy each to the Office of the County Executive, the Division of Budget and Management, the Erie County Sheriff's Office and the Office of the Comptroller.

(5-0)

4. COMM. 20E-23 (2015)

**COUNTY EXECUTIVE**

WHEREAS, the Probation Department is mandated to supervise Probationers through the use of home visits; and for officer safety is mandated to wear body armor in the field; and

WHEREAS, the Probation Department currently has twelve pieces of body armor expiring and must be replaced; and

WHEREAS, the Probation Department needs to replace (5) expired Taser units; and

WHEREAS, the Probation Department has a broken microfiche reader/ printer, which is no longer repairable; and

WHEREAS, the Probation Department also needs to replace the conference table and chairs in its first floor conference room; and

WHEREAS, the County has available asset forfeiture funds which can be used to purchase this needed equipment; and

WHEREAS, there is no impact on the existing 2015 Erie County Adopted Budget.

NOW, THEREFORE, BE IT

RESOLVED, that the Erie County Legislature approves the appropriation of Asset Forfeiture Funds and authorizes the following budgetary transfers in the 2015 Budget of the Probation Department, cost center 1261010:

REVENUE	Increase
421550 Forfeiture Crime Proceeds	<u>\$27,435</u>
REVENUE TOTAL:	\$27,435

APPROPRIATION	Increase
561410 Lab and Technical Equipment	\$23,385
561420 Office Furniture	<u>\$ 4,050</u>
APPROPRIATION TOTAL:	\$27,435

and be it further

RESOLVED, that these expenditures meet the criteria established by the US Department of Justice for use of equitable shared funds; and be it further

RESOLVED, that certified copies of this resolution be sent to the County Executive's Office, the Division of Budget and Management, the County Comptroller, the County Attorney and the Probation Department care of Christina Schrader 1 Niagara Plaza.  
(5-0)

5. COMM. 20E-24 (2015)

**COUNTY EXECUTIVE**

WHEREAS, the District Attorney and Probation Department seek to provide Domestic Violence services to the residents of Erie County; and

WHEREAS, the Erie County Legislature approved the respective Grant Budgets in Book B of the 2015 Budget in December 2014; and

WHEREAS, outside of the 2016 Erie County Budget process, and after the proposed Grant Fund budget was completed, the District Attorney was recently notified by the U.S. Department of Justice that its application for funding starting in the 2015 federal fiscal year was awarded; and

WHEREAS, this grant award authorizes funding levels different from the adopted budget, thus necessitating technical amendments to the Budget.

NOW, THEREFORE, BE IT

RESOLVED, that effective November 30, 2015, authorization is hereby provided to transfer one position of Assistant District Attorney III (B100 #8482), Job Group 14, and one position of Confidential Criminal Investigator-XII (B100 #8444), Job Group 12, from the District Attorney General Fund to the BESAFE Grant fund; and be it further

RESOLVED, that the Erie County Legislature does hereby provide authorization to reallocate funds within the District Attorney's 2015-2016 BESAFE Grant to match final federal authorized funding levels, to be adjusted as follows:

District Attorney BESAFE Grant  
114BESAFE1516  
10/1/15 - 9/30/16

<u>REVENUE</u>	<u>ORIGINAL</u>	<u>CHANGE</u>	<u>REVISED</u>
414000 Federal Revenue	\$ 216,427	\$ 19,239	\$ 235,666
479000 County Share Contribution	160,784	(128,981)	31,803
Total	<u>\$ 377,211</u>	<u>\$ (109,742)</u>	<u>\$ 267,469</u>
<u>EXPENSE</u>	<u>ORIGINAL</u>	<u>CHANGE</u>	<u>REVISED</u>
500000 Full Time Salaries	\$ 169,659	\$ (55,106)	\$ 114,553
502000 Fringe Benefits	89,919	(48,509)	41,410
510100 Out of Area Travel	2,000	1,300	3,300
517609 Family Justice Center	5,000	(5,000)	-
517625 Haven House	45,125	11,393	56,518
517641 Hispanics United	33,912	(33,912)	-
517670 International Institute	31,596	20,092	51,688
Total	<u>\$ 377,211</u>	<u>\$ (109,742)</u>	<u>\$ 267,469</u>

District Attorney General Fund  
Fund Center 11400  
2015

<u>EXPENSE</u>	<u>BUDGET</u>
500000 Full Time Salaries	\$(11,000)
502000 Fringe Benefits	(4,276)
Total	<u>\$(15,276)</u>

and be it further

RESOLVED, that the Erie County Legislature does hereby provide authorization to appropriate funds for the District Attorney's 2016-2017 BESAFE Grant to match final federal authorized funding levels as follows:

District Attorney BESAFE Grant  
114BESAFE1617  
10/1/16 - 9/30/17

<u>REVENUE</u>	<u>BUDGET</u>
414000 Federal Revenue	\$ 252,987
479000 County Share Contribution	<u>50,615</u>
Total	<u>\$ 303,602</u>
<u>EXPENSE</u>	
500000 Full Time Salaries	\$138,970
502000 Fringe Benefits	50,615
510100 Out of Area Travel	3,400
517625 Haven House	57,596
517670 International Institute	<u>53,021</u>
Total	<u>\$ 303,602</u>

District Attorney General Fund  
Fund Center 11400  
2016

<u>EXPENSE</u>	<u>BUDGET</u>
500000 Full Time Salaries	\$(136,728)
502000 Fringe Benefits	(49,449)
559000 County Share Contribution	<u>45,447</u>
Total	<u>\$(140,730)</u>

and be it further,

RESOLVED, that authorization is provided to add one Probation Officer, Job Group 9 trainee, position to the Department of Probation's BESAFE Grant effective January 1, 2016 (B-100 8474); and be it further

RESOLVED, that the Erie County Legislature does hereby provide authorization to reallocate funds within the Department of Probation's 2015-2016 BESAFE Grant to match final federal authorized funding levels, to be adjusted as follows:

Probation Department BESAFE Grant  
126BESAFE1516  
10/1/15 - 9/30/16

<u>REVENUE</u>	<u>ORIGINAL</u>	<u>CHANGE</u>	<u>REVISED</u>
414000 Federal Revenue	\$ 69,159	\$ (25,139)	\$ 44,020
479000 County Share Contribution	<u>111,081</u>	<u>(96,773)</u>	<u>14,308</u>
Total	<u>\$180,240</u>	<u>\$ (121,912)</u>	<u>\$ 58,328</u>

<u>EXPENSE</u>	<u>ORIGINAL</u>	<u>CHANGE</u>	<u>REVISED</u>
500000 Full Time Salaries	\$ 96,047	\$ (58,763)	\$ 37,284
501000 Overtime	500	1,622	2,122
502000 Fringe Benefits	83,693	(64,771)	18,922
Total	<u>\$180,240</u>	<u>\$(121,912)</u>	<u>\$ 58,328</u>

and be it further

RESOLVED, that the Erie County Legislature does hereby provide authorization to appropriate funds for Probation's 2016-2017 BESAFE Grant to match final federal authorized funding levels as follows:

Probation Department BESAFE Grant  
126BESAFE1617  
10/1/16 - 9/30/17

<u>REVENUE</u>	<u>BUDGET</u>
414000 Federal Revenue	\$ 51,580
479000 County Share Contribution	32,214
Total	<u>\$ 83,794</u>

<u>EXPENSE</u>	
500000 Full Time Salaries	\$ 49,458
501000 Overtime	2,122
502000 Fringe Benefits	32,214
Total	<u>\$ 83,794</u>

and be it further

RESOLVED, that authorization is provided to the Division of Budget and Management to adjust the county share contributions for the District Attorney and Probation Department from available funds in account 559000 County Share of Grants in the 2016 Budget; and be it further

RESOLVED, that the County Executive is hereby authorized to enter into contracts with Haven House and the International Institute as per federal authorized funding levels; and be it further

RESOLVED, that during the grant fiscal years, the Director of Budget and Management is hereby authorized to adjust budgets to comply with grantor approved funding levels; and be it further,

RESOLVED, that certified copies of this resolution be forwarded to the Erie County District Attorney, Erie County Probation Department, the Erie County Executive, the Erie County Comptroller and the Director of Budget and Management.  
(5-0)

EDWARD A. RATH, III  
CHAIR

**LEGISLATOR RESOLUTIONS**

Item 32 – CHAIR MILLS directed that the following item be referred to the COMMUNITY ENRICHMENT COMMITTEE.

GRANTED.

INTRO. 21-1 from LEGISLATOR MILLER-WILLIAMS. Support for Proposed Expansion of the Buffalo City Mission.

Item 33 – MR. LORIGO presented the following resolution and moved for immediate consideration and approval. MR. RATH seconded.

CHAIR MILLS directed that a roll call vote be taken.

AYES: MS. DIXON, MR. HARDWICK, MR. LORIGO, CHAIR MILLS, MR. MORTON and MR. RATH. NOES: MR. BURKE, MS. GRANT, MR. LOUGHRAN, MS. MILLER-WILLIAMS and MR. SAVAGE. (AYES: 6; NOES: 5)

CARRIED.

RESOLUTION NO. 257

RE: Request for Reconsideration of Recent  
ECIDA Policies  
(INTRO. 21-2)

**A RESOLUTION TO BE SUBMITTED  
BY LEGISLATOR RATH**

WHEREAS, this honorable body is hereby supportive of the policy of equal pay for equal work where both men and women are paid the same to do the same work; and

WHEREAS, under the insistence of County Executive Poloncarz the Erie County Industrial Development Agency (ECIDA) has been forced to push through his regulatory Equal Pay Policy agenda, which goes above and beyond the ECIDA's authority and intended role in county operations; and

WHEREAS, the policy in question is already laid out by both New York State and Federal laws, making it duplicative when run on the county level which only leads to businesses being forced to comply with these additional requirements; and

WHEREAS, the Equal Pay Policy is being enforced by Erie County's Equal Employment Opportunity Commission (EEOC), which has little to no expertise in this field nor do they have the additional time and resources to enforce a policy that only increases the risks of doing business with the ECIDA for entrepreneurs regardless of gender; and

WHEREAS, it is not the role of Erie County government to enforce ECIDA inducement policies, as is currently occurring through the EEOC with this Equal Pay Policy; and

WHEREAS, Erie County is the only county in the State of New York to enact such a policy precisely because it is not the role of an Industrial Development Agency; and

WHEREAS, this new policy not only burdens county government with the misplaced responsibility to enforce the policy but it is also costly, ineffective, duplicative, and draining on companies seeking to do business with the ECIDA; and

WHEREAS, the implementation of this policy in Erie County alone puts our county at a competitive disadvantage at the start of an economic revitalization for our entire region and the decision not to review the policy turns what has been a pro-business and economic development agency into just another regulatory body that stifles true economic growth; and

WHEREAS, to avoid repenting at leisure what has been accomplished in haste this honorable body recommends approaching all future policy decisions with caution and allowing the idea to be appropriately vetted in committee; and

WHEREAS, these issues have been brought to this honorable body from multiple members of the business community and need to be addressed before we can move forward.

NOW, THEREFORE, BE IT

RESOLVED, that this honorable body hereby requests that the ECIDA repeal the Equal Pay Policy that they recently passed and bring the topic back to committee for further discussion; and, be it further

RESOLVED, that this honorable body encourages the ECIDA amend its bylaws to ensure that new policies have a proper vetting period of at least nine (9) months before they can be passed; and, be it further

RESOLVED, that certified copies of this resolution be sent to Executive Poloncarz, the board of directors of the ECIDA, and any party deemed necessary and proper.

Item 34 – MR. LORIGO presented the following resolution and moved for consideration. MR. RATH seconded. MS. GRANT voted in the negative.

CARRIED 10-1.

RESOLUTION NO. 258

RE: Request for a Public Hearing Regarding  
Resettlement of Syrian Refugees  
(INTRO. 21-3)

**A RESOLUTION TO BE SUBMITTED  
BY LEGISLATOR LORIGO**

WHEREAS, the Syrian nation is facing a crisis through a protracted civil war and influences of terrorism organizations leading to an excess of refugees and a displacement of millions of people; and

WHEREAS, an overwhelming majority of these refugees are in desperate need of assistance and a place to stay in relative safety; and

WHEREAS, it has been the outspoken policy of our County Executive to offer assistance to upwards of two to three hundred Syrian refugees and welcome them into our county; and

WHEREAS, with the recent terrorist attacks in Paris, a need has been created to put caution to the County Executive's stance and look to review our policies, procedures, and negotiations with the federal government prior to opening our region to large numbers of refugees; and

WHEREAS, regardless of the gracious sentiment that almost all of the Syrian refugees present to our country and our citizens, acts of terrorism do not require an act of the masses; simply a few wolves dressed in sheep's clothing can cause the death of hundreds of innocent civilians; and

WHEREAS, the opportunity to act and prevent a future catastrophe here in our country is now, not lamenting current decisions after tragedy has struck; and

WHEREAS, the County Executive should reevaluate his open arms stance and allow the U.S. Department of Homeland Security to complete a review of current security clearance and policies in place.

NOW, THEREFORE, BE IT

RESOLVED, that this honorable body hereby seeks to hold a public hearing regarding Erie County's role in accepting Syrian refugees, the costs and public safety concerns involved with accepting Syrian refugees to the county, and where those funds are coming from as soon as possible; and, be it further

RESOLVED, that in preparation for the above mentioned meeting this body hereby calls on the Erie County Sheriff's Office to perform a threat assessment posed by accepting Syrian refugees; and, be it further

RESOLVED, that the Erie Comptroller provide a report detailing the fiscal implications of an increased Syrian refugee population; and, be it further

RESOLVED, that certified copies of this resolution be sent to County Executive Poloncarz, the Erie County Sheriff, the Erie County Comptroller, the Western New York office for the U.S. Department of Homeland Security and any other party deemed necessary and proper.

MR. RATH moved to amend the item. MR. HARDWICK seconded.

CHAIR MILLS directed that a roll call vote be taken.

AYES: MR. BURKE, MR. LOUGHRAN, MS. MILLER-WILLIAMS, MR. SAVAGE, MS. DIXON, MR. HARDWICK, CHAIR MILLS, MR. MORTON and MR. RATH. NOES: MS. GRANT and MR. LORIGO. (AYES: 9; NOES: 2)

CARRIED.

AMEND the first WHEREAS clause to read as follows:

WHEREAS, the Syrian nation is facing a crises through a protracted civil war and influences of terrorist organizations leading to an exodus of refugees and a displacement of millions of people; and

DELETE the fifth and sixth WHEREAS clauses and replace with the following:

WHEREAS, the Erie County Legislature strives to responsibly gather facts and information on matters that are sensitive to the public; and

AMEND the seventh WHEREAS clause to read as follows:

WHEREAS, the County Executive should participate in a public discussion on this highly sensitive topic.

DELETE all the RESOLVED clauses and replace with the following:

RESOLVED, that this honorable body seeks to hold an informational session regarding Erie County's role in accepting Syrian refugees, particularly regarding the costs, public safety concerns, and procedure for doing so; and, be it further

RESOLVED, that this honorable body hereby requests the presence of the Erie County Executive, the Erie County Comptroller, and the Erie County Sheriff at the informational hearing to discuss the practical, fiscal, and safety concerns related to the Syrian Refugee crisis; and, be it further

RESOLVED, that this honorable body hereby requests the representatives from the local offices of the FBI and the US Department of Homeland Security be present at the informational session; and, be it further

RESOLVED, that certified copies of this resolution be sent to the Erie County Executive, the Erie County Comptroller, the Erie County Sheriff, the regional office of the US Department of Homeland Security, the regional office of the FBI, and any party deemed necessary and proper.

MR. LORIGO moved to approve the item as amended. MR. RATH seconded.

CHAIR MILLS directed that a roll call vote be taken.

AYES: MR. BURKE, MR. LOUGHRAN, MS. MILLER-WILLIAMS, MR. SAVAGE, MS. DIXON, MR. HARDWICK, MR. LORIGO, CHAIR MILLS, MR. MORTON and MR. RATH.  
NOES: MS. GRANT. (AYES: 10; NOES: 1)

CARRIED.

**COMMUNICATIONS DISCHARGED FROM COMMITTEE**

Item 35 – MR. LORIGO moved to discharge the ECONOMIC DEVELOPMENT COMMITTEE of further consideration of COMM. 20E-4. MR. RATH seconded.

CARRIED UNANIMOUSLY.

RESOLUTION NO. 259

RE: EC Highways - 2015 - Collins Salt  
Storage Building Repairs and Roof  
Replacement Project  
(COMM. 20E-4, 2015)

WHEREAS, the existing salt storage building located at Collins is over 30 years old and water is leaking into the building; and

WHEREAS, the Department of Public Works received bids for the Erie County Highways - 2015 - Collins Salt Storage Building Repairs and Roof Replacement project on September 17, 2015; and

WHEREAS, the lowest responsible bidder is Miller Enterprises; and

WHEREAS, the Erie County Department of Public Works, along with its Consultant, is recommending award of the contract to the lowest responsible bidder.

NOW, THEREFORE, BE IT

RESOLVED, that the County Executive is authorized to enter into a contract with the lowest responsible bidder, Miller Enterprises, for the Erie County Highway - 2015 - Collins Salt Storage Building Repairs and Roof Replacement project for an amount not to exceed \$198,000.00; and be further

RESOLVED, that the sum of \$30,000.00 be allocated to a Construction Contingency Fund for the Erie County Highway - 2015 - Collins Salt Storage Building Repairs and Roof Replacement project with authorization for the County Executive to approve change orders in an amount not to exceed the Contingency Fund; and be it further

RESOLVED, that deduct change orders will result in these funds being returned to the Construction Contingency Fund; and be it further

RESOLVED, that the Comptroller's Office be authorized to make payment for all the above from SAP project accounts as follows:

A.15007 - 2015 Countywide Highway Facilities	\$228,000.00
Total Amount Not to Exceed:	\$228,000.00

;and be it further

RESOLVED, that two certified copies of this resolution be sent to the Department of Public Works, Commissioner's Office, and one copy each to the Office of the County Executive, the Division of Budget and Management, and the Office of the Comptroller.

MR. LORIGO moved to approve the item. MR. RATH seconded

CARRIED UNANIMOUSLY.

Item 36 – MR. LORIGO moved to discharge the ECONOMIC DEVELOPMENT COMMITTEE of further consideration of COMM. 20E-6. MR. RATH seconded.

CARRIED UNANIMOUSLY.

RESOLUTION NO. 260

RE: Buffalo & EC Public Library - Main  
Library - 2015 Auditorium Renovations  
- Phase 1 - Project Initiation Report &  
HVAC System Upgrades  
(COMM. 20E-6, 2015)

WHEREAS, the Buffalo and Erie County Central Library auditorium is original to the 60 year old building, and upgrades or replacement to the seating, carpeting, HVAC system, lighting, plumbing, and technology are required; and

WHEREAS, LaBella Associates, D.P.C. has the necessary expertise and manpower to provide professional design and construction services for the Buffalo and Erie County Main Library – 2015 Auditorium Renovations Phase 1 project; and

WHEREAS, your Honorable Body has previously authorized the County Executive to enter into a General Architectural/Engineering Services Agreement with LaBella Associates, D.P.C. for providing Professional Design Services on Erie County projects; and

WHEREAS, the County Executive requests authorization to enter into Agreement Amendments with the firm of LaBella Associates, D.P.C. for providing Professional Architectural/Engineering Services for the Buffalo and Erie County Main Library – 2015 Auditorium Renovations Phase 1 project.

NOW, THEREFORE, BE IT

RESOLVED, that the County Executive is authorized to execute Agreement Amendments with the firm of LaBella Associates, D.P.C. for providing Professional Architectural/Engineering Services for the Buffalo and Erie County Main Library – 2015 Auditorium Renovations Phase 1 project for an amount not to exceed \$60,000.00, including reimbursables and a design contingency; and be it further

RESOLVED, that the Comptroller's Office be authorized to make payment for all the above from SAP Project F.15002 – 2015 Buffalo and Erie County Public Library – Central Library Auditorium Rehabilitation, in which a portion of the project will be funded by State aid; and be it further

RESOLVED, that two certified copies of this resolution be sent to the Department of Public Works, Commissioner's Office and one copy each to the Office of the County Executive, the Division of Budget and Management, and the Office of the Comptroller.

MR. LORIGO moved to approve the item. MR. RATH seconded

CARRIED UNANIMOUSLY.

**SUSPENSION OF THE RULES**

Item 37 – MR. LORIGO moved for a Suspension of the Rules to include an item not on the agenda.

GRANTED.

COMM. 21E-16 from CHAIR MILLS. Re: Letter to Clerk of the Legislature Calling For Public Hearing Regarding LL Intro. No. 9-1 (2015)

Received, filed and printed.

November 16, 2015

Dear Ms. McCarthy:

Please be advised that there is a need to call a Public Hearing to consider Local Law Intro. No. 9-1 (2015) A Local Law Amending the Erie County Charter to Reinstate the Charter Revision Commission.

Pursuant to the Erie County Charter Article 2 §204, a public hearing is to be held before a local law can be put to a vote.

The Erie County Legislature is to hold a PUBLIC HEARING to consider the abovementioned at 4:30 p.m. on Monday, November 23, 2015 in the Erie County Legislature Chambers, located on the 4<sup>th</sup> floor of Old county Hall, 92 Franklin Street in the City of Buffalo.

Thank You for your attention to this matter.

Sincerely,  
JOHN J. MILLS  
John J. Mills, Chair  
Erie County Legislature

Item 38 – MR. LORIGO moved for a Suspension of the Rules to include an item not on the agenda.

GRANTED.

COMM. 21D-11 from the CLERK OF THE LEGISLATURE. Re: Notice of Public Hearing Regarding LL Intro. 9-1 (2015)

Received and filed.

Item 39 – MR. LORIGO moved for a Suspension of the Rules to include an item not on the agenda.

GRANTED.

COMM. 21D-12 from the DEPARTMENT OF ENVIRONMENT & PLANNING. Re: Addendum to Proposed Modifications to Agricultural Districts

Received and referred to the ENERGY & ENVIRONMENT COMMITTEE.

Item 40 – MR. LORIGO moved for a Suspension of the Rules to include an item not on the agenda.

GRANTED.

COMM. 21D-13 from the CLERK OF THE LEGISLATURE. Re: Department of Environment & Planning - Applications for Cultural Funding

Received and referred to the FINANCE & MANAGEMENT/BUDGET COMMITTEE.

Item 41 – MR. LORIGO moved for a Suspension of the Rules to include an item not on the agenda.

GRANTED.

COMM. 21E-17 from the COUNTY EXECUTIVE. Re: Indigent Legal Services Grant

MR. LORIGO moved for immediate consideration and approval. MR. RATH seconded.

CARRIED UNANIMOUSLY.

RESOLUTION NO. 261

WHEREAS, the New York State Office of Indigent Legal Services has awarded a three year grant totaling \$1,350,000 to the County for the provision of legal support, assistance, training and education services to indigent defense providers, and

WHEREAS, Erie County will contract with the Erie County Bar Association Volunteer Lawyers Project, Inc. to deliver the services required through the grant, and

WHEREAS, legislative approval is necessary to accept the grant and enter into contracts with the Erie County Bar Association's Volunteer Lawyers Project.

NOW, THEREFORE, BE IT

RESOLVED, that the County Executive is hereby authorized to enter into contract with the State of New York Office of Indigent Legal Services, in the amount of \$1,350,000 over three years from November 1, 2015 to October 31, 2018 to develop and operate a Regional Immigration Assistance Center; and be it further

RESOLVED, that the County Executive is hereby authorized to enter into three year subcontracts with the Erie County Bar Association Volunteer Lawyers Project, Inc. to deliver said services from November 1, 2015 to October 31, 2018; and be it further

RESOLVED, that authorization is provided to establish grant funding in the County Attorney's Office as follows:

Erie County Attorney's Office  
Indigent Legal Services (ILS)  
Grant Fund - 160RIAC1518  
November 1, 2015 to October 31, 2018

Revenue	Increase
Account 409000 - State Aid Revenue	\$1,350,000

Appropriation	Increase
Account 517847 - Volunteer Lawyers Project	\$1,350,000

and be it further

RESOLVED, that the Director of Budget and Management is hereby authorized to adjust items of appropriations and revenues which may be impacted by changes to the grantor award, provided there are no changes to authorized personnel levels and county share amounts; and be it further

RESOLVED, that certified copies of this resolution be forwarded to the County Attorney, Office of the Comptroller, County Executive and the Division of Budget and Management.

### **COMMUNICATIONS FROM ELECTED OFFICIALS**

#### **FROM THE COUNTY EXECUTIVE**

Item 42 – MR. LORIGO presented the following resolution and moved for immediate consideration and approval. MS. DIXON seconded.

CARRIED UNANIMOUSLY.

RESOLUTION NO. 262

RE: Department of Public Works - County  
Road Emergency Mapping System  
(COMM. 21E-1)

WHEREAS, the Department of Public Works is implementing a new County Road Emergency Mapping System for use during winter storm events, among other purposes; and

WHEREAS, this mapping system is the second part of what eventually will be a three part system used to track all DPW assets (storm water pipes, highways, culverts, etc.) along with a new work order system and maintenance schedules; and

WHEREAS, at present, Erie County has a license for the Mapping component of the system (Esri ArcGIS software); and

WHEREAS, in order to develop and implement this mapping component the services of a qualified consultant is needed; and

WHEREAS, a DPW selection committee has reviewed the qualification and experience of the consultants on the legislative pre-approved list of consultants and determined that Bergmann Associates has the necessary qualifications and experience for this project; and

WHEREAS, electronic devices must be purchased in order to implement and utilize the mapping system.

NOW, THEREFORE, BE IT

RESOLVED, that the County Executive is authorized to enter into a contract with Bergmann Associates in an amount not to exceed a total of \$29,000 (\$25,750 fee plus \$3,250 contingency) for services to develop and implement an Esri ArcGIS software mapping system to be used during winter storm events; and be it further

RESOLVED, that electronic devices needed to implement and utilize the mapping system shall also be purchased through the New York State Office of General Services (OGS) or the lowest responsible bidder, in an amount not to exceed \$11,000; and be it further

RESOLVED, that funds for this contract and device purchases in an amount not to exceed \$40,000 shall come from Business Area 123, Fund 420, SAP Account B.11032 - 2011 - Environmental Compliance SPDES; and be it further

RESOLVED, that five (5) certified copies of this resolution be sent to the Department of Public Works, Office of the Commissioner, and one copy each to the Office of the County Executive, the Division of Budget and Management, Department of Environment and Planning and the Office of the Comptroller.

Item 43 – MR. LORIGO presented the following resolution and moved for immediate consideration and approval. MR. RATH seconded.

CARRIED UNANIMOUSLY.

RESOLUTION NO. 263

RE: Award of Construction Contract &  
Contract for Construction Phase  
Engineering Services - Maple Rd Joint

Rehabilitation, Town of Amherst  
(COMM. 21E-2)

WHEREAS, bids were taken on November 12, 2015, for the Maple Road Joint Replacement Project; ECDPW Project No. CAP-192J-15, in the Town of Amherst; with the lowest responsible bidder of Amherst Paving, Inc.; and

WHEREAS, it is necessary to award a construction contract to the lowest responsible bidder as soon as possible to maximize the time available for construction; and

WHEREAS, it is necessary to award a contract for construction inspection and engineering services during construction of the Project to Urban Engineers, DPC; and

WHEREAS, it is necessary to establish a construction contingency for the Project with authorization to execute related Change Orders; and

WHEREAS, the estimated cost of the Project in the amount of \$175,000.00 is available in Fund 420, SAP B.20902.

NOW, THEREFORE, BE IT

RESOLVED, that the County Executive be authorized to award and execute a contract for ECDPW Project No. CAP-192J-15, between the County of Erie and the lowest responsible bidder, Amherst Paving, Inc.; and be it further

RESOLVED, that the County Executive be authorized to execute a contract for construction inspection and engineering services during construction of the Project with Urban Engineers, DPC; and be it further

RESOLVED, that the County Executive be authorized to establish a Project contingency and execute Project related change orders and that the total cost of the contracts for construction, construction inspection and engineering services during construction, and the Project contingency shall not exceed \$175,000.00; and be it further

RESOLVED, the Project Funds, in the amount of \$175,000.00 be made available from Fund 420, SAP Account 8.20902, 2009 Maple Road - Construction; and be it further

RESOLVED, that the Clerk of the Legislature be instructed to forward five (5) certified copies of this resolution to the Department of Public Works, Office of the Commissioner, and one copy each to the Office of the County Executive, the Office of Budget and Management, and the Office of the Comptroller.

Item 44 – MR. LORIGO presented the following resolution and moved for immediate consideration and approval. MR. HARDWICK seconded.

CHAIR MILLS directed that a roll call vote be taken.

AYES: MR. BURKE, MS. GRANT, MR. LOUGHRAN, MS. MILLER-WILLIAMS, MR. SAVAGE, MS. DIXON, MR. HARDWICK, MR. LORIGO, CHAIR MILLS, MR. MORTON and MR. RATH. NOES: None. (AYES: 11; NOES: 0)

CARRIED UNANIMOUSLY.

RESOLUTION NO. 264

RE: Eleven Year Successor Agreement –  
Faculty Federation of ECC  
(COMM. 21E-3)

**ERIE COUNTY LEGISLATURE RESOLUTION  
FFECC CONTRACT**

WHEREAS, Erie Community College (ECC), and the Faculty Federation of Erie Community College (FFECC) have negotiated a successor agreement to the collective bargaining agreement between the FFECC, ECC, and the County of Erie which expired August 31, 2009, and;

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

WHEREAS, such eleven year agreement will be effective September 1, 2009 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 FFECC on November 4, 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 eleven 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, 2009 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.

The Erie Community College Board of Trustees Resolution Regarding  
Tentative Agreement Between the Faculty Federation of Erie Community  
College, Erie County and Erie Community College

WHEREAS; the faculty and non-teaching professionals at Erie Community College (hereafter "College" or "ECC") are represented by the Faculty Federation of Erie Community College (hereafter "FFECC"); and

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

WHEREAS; the last collective bargaining agreement between the FFECC and the College expired on August 31, 2009 and the parties have been in negotiations since that date; and

WHEREAS; the FFECC, Erie County and the ECC negotiating team signed a proposed tentative agreement, attached hereto as Exhibit "A" covering the years September 1, 2009 through August 31, 2020; and

WHEREAS; the FFECC ratified the tentative agreement and proposed successor agreement on or about November 4, 2015; and

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

WHEREAS; the County of Erie has committed \$2,000,000 in immediate funding to assist the College in financing a portion of the successor agreement; 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 remaining 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 FFECC and ECC attached hereto as Exhibit "A"; 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.

Exhibit "A"

Memorandum of Understanding  
Between  
Erie Community College  
And  
Erie County  
And  
Faculty Federation of Erie Community College

Whereas, the Faculty Federation of Erie Community College (Union) and Erie Community College (College) and Erie County (County) are parties to a collective bargaining agreement with the term 2005-2009;

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:

*KKH* That, the attached thirty <sup>nine (39)</sup> ~~four (34)~~ pages set forth the modifications, additions and deletions to be effected in the current contract;

*KKH* That, all items not addressed in the attached thirty <sup>nine (39)</sup> ~~four (34)~~ 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.

For the Union:

*Andrew Sako* 10/23/15  
Andrew Sako, President  
*Michael Delaney* 10/23/15  
Michael Delaney, Grievance Chair

*Jason Januszkiewicz* 10/23/15  
Jason Januszkiewicz, Member

*Patricia Kaiser* 10/23/15  
Patricia Kaiser, Member

*Diane M. Zych* 10/23/15  
Diane Zych, Member

For the College:

*Michael J. Pietkiewicz* 10/23/15  
Michael J. Pietkiewicz, Sr. VP Operations

*William Reuter* 10/23/15  
William Reuter, CAFO

*Kristin Klein Wheaton* 10/23/15  
Kristin Klein Wheaton, EVP Legal Affairs

On behalf of Erie County:

*Steven Miller* 10/23/15  
Steven Miller, Commissioner of Labor Relations

## Settlement Agreement

- All previously agreed upon items shall be considered part of this package and are attached hereto.
- Any items not included herein shall be considered withdrawn.
- Review all existing MOUs for continuation / inclusion in the contract.
- General clean-up of contract language to correct titles, grammar etc.
- Change the evaluation section of the contract to reflect the correct forms, include a part-time evaluation form, clean-up the forms and mutually develop a checklist and timeline for evaluations and reappointments.
- Establish a committee to address the needs of academic units with non-traditional instructional structures (e.g.; EMT)
- "Responsible Days" proposal as provided June 2014
- Department Chair updates as provided July 2014
- Upon mutual ratification, the FFECC will withdraw its appeal of the vacatur of the 27<sup>th</sup> pay period arbitration award.

**Duration – The term of the agreement will reflect a contract period of September 1, 2009 through August 31, 2020.**

### **FFECC Proposal #4 (WFD Teaching Rates)**

Modify Article 73(9) to provide that WFD compensation will be calculated by taking the overload rate and dividing it by 15 to establish an hourly rate. Preparatory time will be established at the start of the assignment and shall be paid at a rate equal to one-half (1/2) the WFD rate. The parties will discuss and address in Labor Management the necessity of including stipends or funding for professional development as needed to support the instructor's development and preparation time.

### **Revisit FFECC proposal #14 (Arbitrator List)**

Revise the prior agreement concerning modifications to the list of arbitrators in Appendix G as follows:

Dennis Campagna  
Ronald Kowalski  
~~John Watson~~  
~~Stuart Pohl~~  
Michael Lewandowski  
Howard Foster  
~~Donald Cullen~~

Add: Mary Helenbrook, Paul Caffera and Richard Chapman

**ECC Proposal #13 (Health Insurance)**

**Effective upon ratification:**

Implement co-payment and prescription co-payment plan changes to the Core Plan recommended by Lawley Benefits Group.

1. Plan Options: Core Plus, Enhanced, Value Plan, HDHP. The Core Plus Plan shall become the base plan effective January 1, 2016. Employees may buy up to the Value Core or Enhanced Plans at their cost.
2. As soon as possible after ratification, include the LMHF High Deductible Health 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 Core Plus and High Deductible Plan placed in a 105-H plan.

Modify employee premium payments as follows:

1/1/16	Employee premium share based on Core Plus: <table><tr><th>Current employee share</th><th>New employee share</th></tr><tr><td>0%</td><td>5%</td></tr><tr><td>5%</td><td>10%</td></tr><tr><td>15%</td><td>15%</td></tr></table>	Current employee share	New employee share	0%	5%	5%	10%	15%	15%	Employees pay their share of the premium through payroll deduction on a pre-tax basis.
Current employee share	New employee share									
0%	5%									
5%	10%									
15%	15%									
9/1/16	Employee premium share based on Core Plus: <table><tr><th>Current Employee share</th><th>New employee share</th></tr><tr><td>0%</td><td>7.5%</td></tr><tr><td>5%</td><td>12.5%</td></tr><tr><td>15%</td><td>15%</td></tr></table>	Current Employee share	New employee share	0%	7.5%	5%	12.5%	15%	15%	Employees pay their share of the premium through payroll deduction on a pre-tax basis.
Current Employee share	New employee share									
0%	7.5%									
5%	12.5%									
15%	15%									

9/1/17	Employer premium share based on Core Plus:		Employees pay their share of the premium through payroll deduction on a pre-tax basis.
	Current employee share	New employee share	
	0%	10%	
	5%	15%	
9/1/18	Employer premium share based on Core Plus:		Employees pay their share of the premium through payroll deduction on a pre-tax basis.
	Current employee share	New employee share	
	0%	15%	
	5%	15%	
	15%	15%	

Add the following: an employee hired for a ten month full time teaching position who works for the full academic year shall be deemed to have earned health insurance through August 31<sup>st</sup>.

- 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.

The Core Plus Plan will become the base plan in retirement effective January 4, 2016 for any individual who retires after that date.

Employees hired prior to ratification with ten years of service at the time of retirement who retire after January 4, 2016 shall have Core Plus as the plan in retirement and shall pay 50% of the health insurance premium in retirement with the employer paying 50%.

Employees hired prior to ratification with fifteen years of service at the time of retirement who retire after January 4, 2016 shall have Core Plus as the plan in retirement and they shall pay 15% of the health insurance premium in retirement with the employer paying 85%.

Employees hired prior to ratification with 10 or 15 years of service can sell back sick hours as follows:

< 1500 hours = 0  
1501-2100 = \$10.00 per hour from first hour

2101-3000 = \$20.00 per hour from first hour

The amount shall be credited to an IRS Section 105h account (HRA) for unreimbursed medical expenses and premium share. The maximum an employee may withdraw from the HRA in any calendar year shall be an amount equal to 10% of the premium cost of the health insurance plan in which the employee is enrolled. In the event of the death of the employee, the HRA shall remain available to his/her covered dependents as long as they remain enrolled in the insurance plan; in the absence of such dependents, remaining funds shall revert to the college.

For those retiring on or after August 31, 2020, the maximum cash-in value will be \$39,000.

Current employees who are retirement eligible and have more than five (5) years of service and do not anticipate reaching ten (10) years of service prior to the date of their planned retirement may exercise their retirement option prior to January 1, 2016 in order to retire under the terms of the 2005 through 2009 collective bargaining agreement.

IPA banks will be frozen as of the date of ratification. The bank may be utilized toward the sick leave accrual if necessary to reach hours toward health insurance under the expired agreement, if applicable. For employees with an existing IPA bank retiring after 1/4/16, the IPA bank may be used to supplement sick leave hours to a maximum of 3000 hours upon retirement. No further IPA will be accumulated by any employee after ratification of the current collective bargaining agreement.

**For new employees: Modify Article 63(13) to add:**

No employer contributions to retiree health insurance shall be provided to employees hired post-ratification. Retiree health insurance plans shall be made available to post-ratification hires who retire with twenty (20) years of service; the retiree shall be responsible to 100% of the premium. Employees hired post-ratification, who retire from the College shall be entitled to the following amounts:

Sick Leave	Amount (tied to JG 11 step 1)
1800 hours of sick leave	\$21,660 current value 50%
2100	\$8,664
2400	\$6,498
2700	\$3,465
3000	\$3,033
Total	\$43,320

Funds shall be placed in an IRS Section 105h plan (HRA). Unused funds shall accumulate from year to year with no maximum. Upon the death of the employee, the HRA shall remain available to his/her covered dependents as long as they remain enrolled in the insurance plan; in the absence of such dependents, remaining funds shall revert to the college.

Any current employee (hired pre-ratification) who notifies the college, in writing, by December 31, 2015, shall have the option of waiving his/her retirement health insurance benefits pursuant to Article 63(13) and elect to participate in the benefits set forth in this section.

**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.

**Waivers:**

For employees currently receiving the waiver and eligible to be covered by another ECC employee, the waiver amount shall remain as is in the expired agreement until August 31, 2016.

Effective January 1, 2017, if the FFECC member is receiving a waiver because he or she is covered by a spouse who is also employed at ECC, the employee will be ineligible for any waiver.

Upon ratification, increase waiver amounts to single coverage at \$150 a month and \$300 per month for waiver of family coverage for those employees who are not covered by a spouse or family member who is also employed at ECC.

**Dental Benefits:** To remain the same.

**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.

**Article 19 – Faculty Appointments Committee – ECC Proposal**

Modify paragraph (1), composition of the committee, to include two (2) additional appointments to be made by the President of the College or his designee for a total of eight committee members, two of which will be from administration. In the event a committee is comprised of three (3) or fewer FFECC members, the President of the College will be entitled to appoint one (1) representative. All members will vote on the initial screen of the candidates and will participate in the selection of candidates for interviews. After the interviews, the FFECC members may request a private caucus. If the FFECC committee members and administrators agree upon a recommendation, then one recommendation will be submitted to the President of the College. If the administrators disagree with the recommendation of the FFECC committee members, the administrators may submit their own recommendation to the President of the College. The remainder of the paragraphs would remain the same.

**Create a new Appendix H to set forth the rights of adjunct faculty members:**

**Include:**

Effective Date	
1/1/16	\$650 per contact hour
1/1/18	\$675 per contact hour
1/1/20	\$700 per contact hour
9/1/20	\$800 per contact hour

**Provide preference in course scheduling as follows:**

After full-time employees, retirees shall be given preference for one course provided that:

1. the employee must have taught the class within the last three academic years
2. the employee must be qualified and current in the field as determined by the academic unit
3. the employee must notify the department chair, in writing, of the class for which he/she is seeking preference; such notice must be made after full-time employees have selected their courses
4. the preference referenced herein is limited to the class identified by the retiree and shall not transfer to any other course in the event the original class does not run or if the class is assigned to a full-time employee at run/cancel.

Provide the following as "retiree preference": Retiree shall have preference for course selection in the academic year following retirement. The retiree shall be evaluated during that academic year and, if he/she receives a satisfactory

evaluation, he/she shall continue to have preference for the ensuing two years. If the course to which the retiree is assigned is cancelled the retiree shall not have any right to bump any full-time or part-time faculty member from an assignment.

Address schedules as follows:

The schedule of each adjunct faculty member shall not be official until the date of Run/Cancel.

Reiteration of Article 19(4):

When all credentials and other qualifications of applicants (including those not employed by the college) are equal and subject to the current affirmative action policy of the college, preferential consideration for new appointments to the rank of full-time faculty shall be given to the most senior part-time faculty member who applies.

Health Insurance:

ECC will offer insurance to Adjuncts who are deemed full time as defined by the Affordable Care Act and the accompanying regulations and guidelines. Incorporate the terms of the parties' agreement concerning the rights of part-time employees pursuant to the Affordable Care Act.

Evaluation:

Part-time teaching faculty will be evaluated in both the first and second semesters (fall/spring) they teach at the college and once every two semesters of active teaching thereafter.

Other Salary Items

Modify subsections (7) and (8) of Article 73 to provide:

Article 73(7)

- (a) Increases as set forth in the Adjunct Appendix proposal above
- (b) Increase the part-time non-instructional rate by \$5.00 on September 1, 2017.

Increase the part-time mentor rate by 3% effective September 1, 2016. Article 73(8)

Overload Compensation:

Effective Date	
1/1/16	\$650 per contact hour
1/1/18	\$675 per contact hour
1/1/20	\$700 per contact hour
9/1/20	\$800 per contact hour

Article 16(6) – Individual Instruction

Change the rate to reflect 1/6<sup>th</sup> of the overload rate set forth in Article 73(8) per contact hour.

Salary

Salary increases as follows:

Year	Teaching	Non-Teaching
2009-2010	No Change	No Change
2010-2011	No Change	No Change
2011-2012	No Change	No Change
2012-2013	No Change	No Change
2013-2014	No Change	No Change
2014-2015	No Change	No Change
2015-2016	<p>Upon ratification for FT/RPT employees who are on the payroll: \$1.4 million to be distributed under criteria developed by the FFECC.</p> <p>Increase Instructor JG 9 – 1 to \$40,000, Increase Instructor JG 9-2 to \$41,000 effective 1/1/16.</p> <p>Eliminate the holding step at JG 14 – 6 (both)</p> <p>Create a new JG 14 Step E effective with the 2019-2020 academic year – employees who have been at JG 14-D for two years will move to the new step E – 2019-2020 @ \$92,000.</p> <p>All bargaining unit employees on the payroll as of date of ratification shall receive 2% increase on salary effective 1/1/16 reflected in the first paycheck on January 15, 2016.</p>	
2016-2017	Add 2% to existing pay scales	
2017-2018	Add 2% to existing pay scales	
2018-2019	Add 2% to existing pay scales	
2019-2020	Add 2% to existing pay scales	

Apply all increases to the Police Training Agreement salary schedule.

**Other issues:**

**Summer Hours** – Effective January 1, 2017, eliminate summer hours. For those FT and RPT employees hired prior to ratification, sixteen hours of flex leave will be added to the employee's leave balance upon ratification of the contract. Employees hired post ratification shall not receive summer hours or the one time addition of flex leave.

**Holidays** – List the holidays in the contract and eliminate Election Day as a holiday and include the Friday after Thanksgiving as a holiday. Eliminate Columbus Day as a holiday and add one (1) additional personal leave day for FT and RPT employees hired prior to ratification of this agreement. Post ratification hires, eliminate Columbus Day as a paid holiday.

**Variable Hiring Minimums:**

The parties will use the Labor Management process to identify areas/departments where:

- 1) There is a demonstrated difficulty to recruit and/or retain faculty
- 2) Enrollment exceeds available staff
- 3) Accrediting groups impose higher requirements

Where the parties agree these circumstances exist, the college may hire new staff within that department at a rate not to exceed Step 3 (Instructor). An individual hired at a step higher than Step 1 shall not be eligible for rank advancement until he/she completes seven (7) years of service at ECC. College will give notice of the need and FFECC agrees to meet within thirty (30) business days and address the need. If the circumstances warrant a need to meet on a more urgent basis, the parties agree to meet sooner than the thirty (30) business days to resolve the situation in a timely fashion.

**Retirement incentive:**

The College shall provide a retirement incentive for employees who have a combined age and full years of service in the FFECC bargaining unit of eighty (80) 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
12/1/15 to retire by 1/4/16	One half of the employee's base salary for 2014 to 2015

This incentive shall be placed in a retirement account or eligible deferred compensation account of his/her choice. (Example IRA, 403-b). If the monies are deposited in a 105-h account unexpended funds shall roll over from year to year until expended or until the employee's death at which time any unexpended funds shall remain available to the employee's covered dependent(s) until expended. In the absence of covered dependents, unexpended funds in a 105h account shall revert to the College. This incentive expires on December 15, 2015. It will not be offered to anyone who gives irrevocable notice of retirement after December 15, 2015.

Any employee accepting this incentive waives his or her preferential right to courses under Article 25 (2).

**Total Cap on the Incentives:**

Each year the total amount expended on the above incentive will be capped as outlined below. In the event more employees apply for the incentives than is available within the cap, the benefits will be awarded by seniority in the bargaining unit as defined in Article 2 of the collective bargaining agreement with those being the most senior receiving the benefits until exhausted.

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

The parties agree to further discuss the financial impact of the retirements along with a short term process to ensure adequate staffing for the start of the Spring 2016 semester.

**Additional funding:**

In the event there are 45 or more retirements between ratification and January 1, 2017, the parties agree that the adjunct professor and overload rate will increase to \$700 on January 1, 2019 rather than January 1, 2020 as outlined herein. In the event there are 65 or more retirements between ratification and January 1, 2017, the parties agree that the adjunct professor and overload rate will increase to \$750 on January 1, 2020.

3/10/2011

Proposal # 1

<b>FFECC</b>	
FACULTY FEDERATION OF ERIE COMMUNITY COLLEGE	Andrew Sako, President

Erie Community College/City  
121 Edicott Street  
Buffalo, NY 14203

Erie Community College/South  
4041 Southwestern Boulevard  
Orchard Park, NY 14127

Erie Community College/North  
6205 Main Street  
Williamsville, NY 14221

Development Of Alternative Modes Delivery Course Material


WDR NOB Article 73 New (13)  
Effective \_\_\_\_\_ The College agrees to compensate full-time members for curriculum/program development (SUNY and SED Appendices A, B, E), grant development and course instruction improvements which includes all modes of delivery. Compensation will be based on a base range of \$600-\$2500.

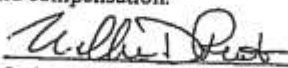
Above activities for payment must be recommended by the academic unit and divisional administration and tie into the College's Strategic Plan (Vision 2015). Development and improvement activities must include minimally two elements of the following:

- Completion of Appendix A, B, & E documents
- Grant Abstract Routing Form and Final Grant Document for submittal (working with ECC Grants Coordinators)
- Development of new interactive course materials and presentation to unit faculty
- Development of best practices for tutorial study models
- Development of new interactive computerized lab activities and disseminate this information to unit faculty
- Development of faculty/student retention activities and share with College GAP Committees for implementation

Development and improvement activities may include both original materials and copyright materials formatted for appropriate learning.

In order to receive payment the faculty member must propose/submit a proposal and gain the approval of the appropriate College GAP Committees (if appropriate). The Executive Vice President of Academic Affairs has final approval on the proposal and compensation.

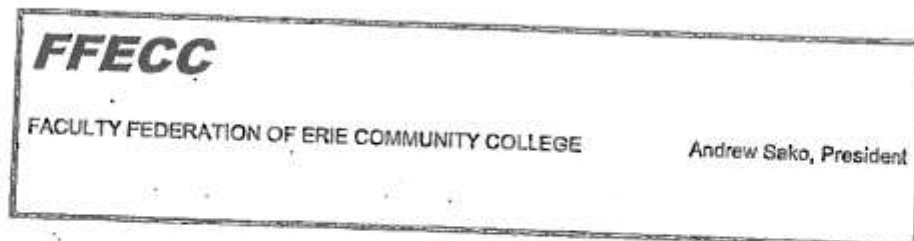
  
Andrew Sako  
FFECC President  
Date 3/10/11

  
Jack Quinn  
ECC President  
Date 3/16/11

11/1/2010 10:25 AM

FFECC (2)

Proposal #2



Erie Community College/City  
121 Ellicott Street  
Buffalo, NY 14203

Erie Community College/South  
4041 Southwestern Boulevard  
Orchard Park, NY 14127

Erie Community College/North  
6205 Main Street  
Williamsville, NY 14221

New Article \_\_\_\_\_ (Insert between 10-11)

### Reassigned Time

1. Effective (at the signing of this agreement) Release time shall be referred to as reassigned time.
2. A faculty member may choose compensation or reassigned time, or a combination of each, for all reassigned time, both contractual and non-contractual. Reassigned hours will be based on current contractual release time.

Andrew Sako  
FFECC President

Date 11/1/10

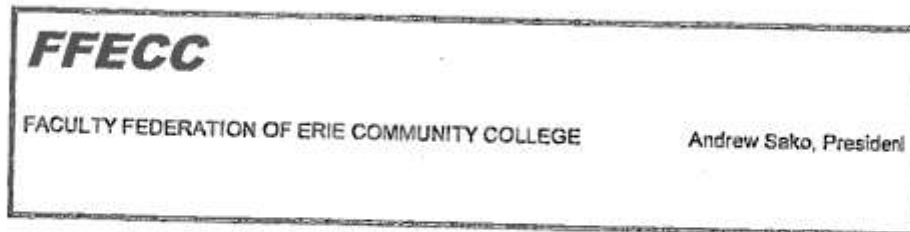
Jack Quinn  
ECC President

Date 11/1/10

11/1/2010 10:27 AM

FF ECC ⑦

Proposal #7



Erie Community College/City  
121 Ellicott Street  
Buffalo, NY 14203

Erie Community College/South  
4041 Southwestern Boulevard  
Orchard Park, NY 14127

Erie Community College/North  
6205 Main Street  
Williamsville, NY 14221

**New Article (between 58-59) RPT Classification for NTP and NTP**

- I. A class of employees known as Regular Part-Time (RPT) NTP/NTP is created which will be entitled to one-half benefits as follows:

**\*Definition:**

**NTP – Non Teaching Professionals** including  
ISS-Instructional Support Staff  
Counselors

**Rates of Pay**

Current Non-Instructional pay rate  
Article 73-7 (b)  
per Job Grade 11 Salary Schedule  
(Annual Step increase)

**NTTP-Non Teaching Technical Professionals** including  
TA-Technical Assistants  
ET-Electrical Technicians  
Mentors  
ALTHELIC TRAINER

**Rates of Pay**

Per Job Grade 6 Salary Schedule  
Per Job Grade 9 Salary Schedule  
Per Job Group 9 Salary Schedule  
Per Job Group 9 Salary Schedule

*\*Only above titles may be classified as RPT.*

- A. Leave time – vacation, personal and sick leave will accrue at 50 percent of the rates currently provided for full-time non-teaching professionals and non-teaching technical professionals.
1. Vacation – 12 ½ days per year
  2. Sick – 7 ½ days per year
  3. Personal – 2 days per year
- B. Health Insurance – modeled after the agreement provided for in the AAEECC contract.
1. Single Coverage – 100 percent employer paid for both the value and core plan
  2. Family Coverage – 50 percent employer paid for both the value and core plan. The employee share on a bi-weekly basis effective January 1, 2010 is \$290.07 for core plan and \$267.47 for value plan
  3. No option for participation in the enhanced plan.
- C. Dental Insurance – same as full-time employees.

WDR  
11/1/10

WDR  
11/1/10

11/1/2010 10:27 AM

Proposal #7

- D. Holidays – will receive compensation for eight hours for all contractual holidays.
- E. Flex Time – will be permitted to flex work schedules with pre-approval.
- II. RPT NTP/NTTPs can work between 20 and 39 hours per week.
- III. The hourly rate to be paid will be based upon the current contractually negotiated pay rate for full-time NTP/NTTP's at each step.
- IV. RPT NTP/NTTPs will be given preferential consideration for full-time openings based solely on evaluations, educational expertise, and interview.
- V. Posting for RPT NTP/NTTPs will be a ten day internal posting.
- VI. Part-time NTP/NTTPs wishing to apply for RPT NTP/NTTP positions - When all credentials and other qualifications of applicants (including those not employed by the college) are equal and subject to the current affirmative action policy of the college, preferential consideration for new appointments to the RPT NTP/NTTPs shall be given to the most senior part-time NTP/NTTP who applies.



Andrew Sako  
FFECC President

Date 11/1/10



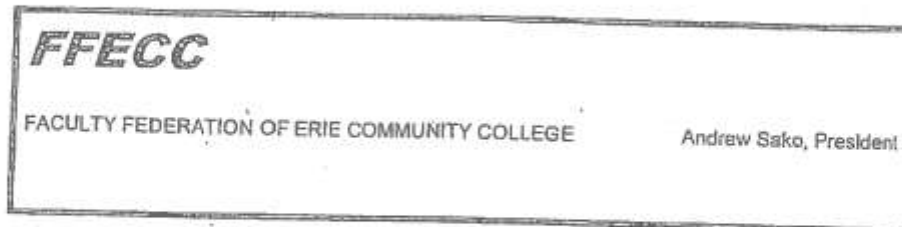
Jack Quinn  
ECC President

Date 11/1/10

11/1/2010 1:30 PM

FFECC (8)

Proposal #8



Erie Community College/City  
121 Ellicott Street  
Buffalo, NY 14203

Erie Community College/South  
4041 Southwestern Boulevard  
Orchard Park, NY 14127

Erie Community College/North  
6205 Main Street  
Williamsville, NY 14221

#### New Article 1 (e) Recognition

#### Job Descriptions/Transparency

All Job descriptions will be reviewed by FFECC for accuracy and dated.

All job descriptions will then be placed in an addendum to the contract.

Any proposed changes to job descriptions appearing in the contract will be reviewed and jointly approved by the President of the FFECC and/or designee, the President of ECC and/or designee.

Andrew Sako  
FFECC President

Date 11/1/10

Jack Quinn  
ECC President

Date 11/1/10

1/12/2011

#13

**FFECC**

FACULTY FEDERATION OF ERIE COMMUNITY COLLEGE

Andrew Sako, President

Erie Community College/City  
121 Ellcott Street  
Buffalo, NY 14203

Erie Community College/South  
4041 Southwestern Boulevard  
Orchard Park, NY 14127

Erie Community College/North  
6205 Main Street  
Williamsville, NY 14221

Office Space Part time Faculty— Article 18 New (3)

Within its space and budgetary limitations the College will use its best efforts to provide adjunct (part-time faculty) at each campus with access to office space, photocopying, telephone, college computer and related office supplies. Such employees shall also be provided with a lockable place to secure personal belongings based on space considerations on a first come, first serve basis at each location.



Andrew D. Sako  
FFECC President

Date 1/12/11



Jack Quinn  
ECC President

Date 1/12/11

F+ ECC # 14

ECC Proposal for Successor to 9/1/05 – 8/31/09 Collective Bargaining  
Agreement Between the Faculty Federation of ECC and ECC and the County  
of Erie

FFECC Proposal 14

Appendix G- Arbitrator List

Dennis Campagna  
Ronald Kowalski  
John G. Watson  
Paul J. Caffera  
James A. Gross  
Stuart M. Pohl  
Howard Foster  
Michael Lewandowski  
Donald Cullen

Effective for the first month following approval of this Collective Bargaining Agreement.

FFECC Proposal Agreed to November 30, 2009

ECC/Erie County *William J. Pento* 12/8/09

FFECC *[Signature]*

FFECC #17

ARTICLE 24 - OFF-CAMPUS INSTRUCTION AND SPECIAL PROGRAMS

- (7) Advanced Studies is the delivering of college courses to high school students utilizing the following methods:
- (a) A member of the FFECC Faculty teaches the college course to high school students in the high school or through distance learning.
  - (b) High school students attend college classes on one of ECC's three campuses.
  - (c) ECC authorizes a high school teacher to provide college credit-bearing coursework to students in the high school.

The agreement between the College and the FFECC regarding the operation of ECC's Advanced Studies program is contained in Appendix E. It is further understood that for the College to enter into any agreement with a high school concerning the provision of college credit-bearing courses as described above, an Academic Unit must be willing to participate in the review of the courses. The courses offered will be considered overload for faculty, but may be used as regular load as an alternative to retrenchment.

Appendix E: Advanced Studies Agreement

Eric Community College is committed to offering quality college-level coursework to interested and qualified high school students in order to enhance student learning in high school and better prepare students for the transition into the first year of college.

In the event that the school district chooses to offer ECC credit courses for high-school students taught in the high school by an ECC authorized high school teacher, the best quality experience will be provided through a collaborative effort between the faculty of the school district and the college. The following procedures shall apply:

1. Every year the Faculty Federation President will appoint an Advanced Studies Committee consisting of four FFECC members, with representation from all three campuses. This Committee will meet with the Advanced Studies Coordinator, the appropriate academic supervisor, and the Executive Vice President for Student Services or designee, and will be responsible for an annual review of the Advanced Studies program, for assuring that all provisions of this agreement are upheld, for reviewing agreements or contracts with the high schools, and for assisting the Advanced Studies Coordinator in communicating with the academic departments.
2. The Advanced Studies Coordinator will annually poll all department chairs regarding their interest in providing Advanced Studies courses to high school students. Only those Academic Units which express interest shall provide such courses.
3. Specific Advanced Studies classes may be requested by Advanced Studies Coordinator to all the department chairs in the appropriate Academic Unit; or the Unit may propose such classes to the Coordinator. Each class must be approved in writing by all the chairs in the Unit before they are offered to high school students. Additional sections of the same course must be similarly approved. Following the model of articulation agreements, these decisions may be reviewed by the chairs of the academic unit yearly. The Unit may choose not to run a previously approved course in the following semester by the schedule-submission deadline for that semester.
4. The appropriate College academic department will be the department that offers the course at the campus that is closest in distance to the high school that is requesting the ECC course. If no one from that campus is interested in being the lead teacher, then the class may be offered to the Unit departments on the other campus.

5. The quality of the Advanced Studies class will be reviewed periodically by any or all of the following means:
  - a. Review of course materials, assignments and expectations of students by the department lead faculty member.
  - b. Peer observations: The sponsoring department will designate a full time faculty member of record whose name will be assigned to the course on the Course Schedule. This lead teacher will be designated by using the FFECC contractual method of selecting overload. The lead teacher will be responsible for all record keeping aspects of the course. These responsibilities include: orientation of the high school teacher, review of all instructional materials, course outline, class syllabus, examinations or other assessments, the capstone activity for the class, submission of all final grades for the class, coordination with ECC administrative officers, and, in cooperation with the high school teacher, assignment of final grades. This lead teacher is responsible for the content and quality of the course; for assuring that the Advanced Studies class is taught at a college level; that laboratories and other facilities, equipment and materials are appropriate to the college course; and that the class is in all respects equivalent to the course as taught at the College. A minimum of one site visit per class must be conducted by the lead teacher each semester, and the site visit form filled out and signed by the lead teacher and the department chair, and submitted to the Advanced Studies office by the end of the class. The high school will be expected to make accommodations to allow this to happen.
  - c. The maximum number of students in a high school Advanced Studies class will be determined by the class size used on the lead teacher's campus for that course.
  - d. The lead teacher will receive one (1) contact hour credit for the assignment of each dual credit course per site. When multiple sections of a course occur, the lead teacher will receive one-half (1/2) contact hour credit for each additional section of the same course with the same high school teacher. Each new course and each new high school teacher assigned will constitute a one (1) full new contact hour.
  - e. In the case where a high school is granted written approval by the Academic Unit to extend instruction of the ECC course to match their one year course, the lead teacher will receive payment for 1 contact hour in either the Fall or Spring semester, as chosen by the lead teacher.
  - f. Advanced Studies courses will appear on the lead teachers' Load Report Form. Contractual limitations on the amount of overload taken by a teaching faculty member will apply to these contact hours as well.
  - g. Student Opinion Surveys of the course and the instructor will be administered, per course, by the Lead teacher.
6. The College department chair will collaborate with the high school administration on course related matters.
7. The Advanced Studies Coordinator will arrange for the assignment of College "lead teachers" only through the appropriate department chair or through the unit-wide Appointments Committee chair for the Academic Unit. Opportunities to be the lead teacher for specific Advanced Studies classes must be offered by the appropriate academic department to all of the full-time faculty in the department each semester by seniority, according to that department's course-selection procedure. Lead teachers must be full-time faculty members; however, if no current full-time faculty members are available, the department with unit-wide approval may offer the assignment to a retired faculty member or part-time faculty from the Unit.
8. The high school principal will identify eligible students. All College prerequisites for students taking the course will be enforced, including appropriate math and English levels, and any other applicable academic policies and regulations, as stipulated in the ECC College Catalog. Eligible students will be restricted to high school juniors and seniors.

9. The appropriate College academic department will provide a course outline for each Advanced Studies course, outlining the topics and depth of coverage for each Advanced Studies course. At the start of each course, the lead teacher and the high school teacher will provide to students an ECC class syllabus outlining topics, coverage, objectives and methods of evaluation of student performance. (Samples will be provided by the college.) All these class syllabi will be kept on file by the appropriate academic department and the Advanced Studies office.
10. Assessment of student learning in the course will be comparable to on-campus offerings. When appropriate, the College lead teacher, in consultation with the high school teacher, and with the review of the appropriate academic department chair, will design a "capstone activity" for the class (final exam, final project, term paper, etc.) which will determine at least 25% of the students' final grades. These capstone activities will be kept on file by the College academic department. In the event that there are students in the class who are not enrolled as ECC students, but are receiving only school credit for the same class, there must be clear differences both in the course content and the learning assessment instruments (tests, etc.) for the two groups of students (high school and college students.) These differences must be spelled out in the class syllabus.
11. Advanced Studies classes will parallel the equivalent classes taught at the College. The standard format will be single-semester classes. Fall classes will begin at the start of the high school year and end by the last day in January. Spring classes will not begin instruction until after New Year's. The College's last day to withdraw from the class will be enforced.
12. All high school students will be registered for Advanced Studies classes by the first day of the fourth week of the College's semester, at which time a list of all registered high school students for each class will be available to the lead teacher, the appropriate academic department chair, and the FFECC Vice President of the campus.
13. In the event of an extended absence of five (5) consecutive days or more by the high school teacher, the college lead teacher will provide instructional support for the substitute teacher in the high school.
14. Textbooks and supplements for Advanced Studies classes will be either the same materials as those used in the course taught at the college, or comparable materials of equivalent quality which are approved by the appropriate academic department.
15. The course will be recorded on the ECC college transcript in the same manner as all other college courses.
16. This Advanced Studies Agreement will be reviewed annually and can be withdrawn by either party in writing with one semester's prior notice.
17. The college's Advanced Studies program and its administrators, as well as the school districts and the other sponsoring community colleges, will follow the SUNY guidelines regarding geographic service areas to ensure the quality of dual-credit courses around the State.
18. Any deviations from the procedures specified in this agreement must be approved in writing both by the Academic Unit chairs and by the FFECC Advanced Studies Committee.



2/16/11



2/16/11

FFECC # (21) 2-16-11

**MEMORANDUM OF AGREEMENT BETWEEN**  
**THE FACULTY FEDERATION OF ERIE COMMUNITY COLLEGE (FFECC) AND ERIE**  
**COMMUNITY COLLEGE (ECC)**

FFECC Proposal #1: The FFECC and the College agree to the framework for a College Senate pending the formulation of a series of operational By-Laws. Both the College President and the FFECC President must agree to the By-Laws. These items will be incorporated into the FFECC Contract.

**Governance Proposal**  
**College Senate of Erie Community College**

- i. **Definition:** Traditionally, American colleges and universities have employed systems of shared governance. "Shared governance" refers to the collection of practices and procedures by which faculty and staff and sometimes students participate in important institutional decisions along with administrators and policy boards, especially but not limited to decisions about programs and curricula, academic practices and standards, hiring, evaluation and promotion, student affairs, and institutional assessment. Shared governance works best in an atmosphere of collegial collaboration, where it makes optimal use of the differing expertise, talents, and perspectives of the various constituencies within the college community. The College Senate is the central component of shared governance at Erie Community College. The College Senate studies, discusses, and makes resolutions on matters pertaining to the core academic mission of the college, and to the interrelationships among academics and the other functional areas of the college, such as budgeting, student services, and workforce development. The College Senate does not concern itself with collective bargaining issues related to the terms and conditions of employment at ECC.

**II. Purpose/Charge**

The College Senate of Erie Community College will:

- Provide all constituencies at Erie Community College with a forum to discuss and pass resolutions on academic and non-academic issues and policies.
- Promote excellence in all programs and offerings at Erie Community College.
- Encourage an atmosphere of collegial collaboration at Erie Community College.
- Coordinate and harmonize the activities of the various programs and initiatives at Erie Community College.
- Review and have oversight over the activities of all college-wide committees whose charges and decisions relate to the core academic mission of the college.
- Screen disagreements about academic matters.
- Provide an opportunity for conversation about academic issues – refer issues to other committees when appropriate.
- Provide the necessary communication link among all college constituencies and among the college-wide committees.
- Foster an institutional culture of excellence at Erie Community College.
- Provide transparency in decision making.
- Communicate decisions and initiatives to all constituencies.
- Empower faculty and administration to create a roadmap for the future of the institution.
- Recommend policies to the College President.
- Recommend curricula, services, and student learning opportunities for consideration by the College President.

### III. Procedure

- All formal actions of the College Senate (actions which affect the policies or procedures of the college in areas where the Senate has powers and responsibilities, or of the Senate itself) shall be communicated to the College President, and unless vetoed in writing by the President within ten (10) teaching days of receipt by the President, shall become policy of the college, subject to the approval of the Board of Trustees. In the event of a veto, the President will provide a written justification to the Senate.
- The FFECC President may veto formal actions of the Senate when such actions clearly violate the FFECC contract. The FFECC President must provide a written justification to the Senate for any such veto.
- The meeting quorum to conduct business shall be a simple majority of the currently serving Senators.

### IV. By-Laws

The Senate will develop and approve its own by-laws, to include rules about attendance and recall of Senators. Initial draft By-Laws will be written by a committee appointed jointly by the College President and the FFECC President before this agreement takes effect. By-laws will be approved by a simple majority vote of the entire Senate.

### V. Membership and Responsibilities of Senators

Initial Senators will be elected/selected within five months of the signing of this agreement.

#### Ex Officio Senators (voting):

- Executive Vice President of Academic Affairs
  - Executive Vice President of Student Services
  - 2 Associate Vice Presidents of Academic Affairs
  - Associate Vice President of Student Services
  - College President or designee
  - FFECC President or designee
  - Chief Administrative and Financial Officer
  - Director of Human Resources
  - Director of Equity and Diversity
  - Representative from the Middle States Chairs
- Chief Information Officer

#### Elected Faculty Senators (voting)

- The faculty membership of the Senate shall not fall below 60% of the Senators.
- Full-time teaching faculty shall elect Senators by division and campus (Liberal Arts for each of the three campuses, Technologies for each of the three, Health Sciences for each of the three, and Business/Public Service for each of the three) with one Senator for each 15 full-time members or fewer in each of the division/campus constituencies. These constituencies will be recounted every five years.
- Full-time librarians shall elect Senators by the Library unit as a whole, with one Senator for each 15 full-time members or fewer in the Library unit, which will be recounted every five years.
- The following Senators shall be elected by their constituencies:
  - One Senator from full-time Counselors
  - One Senator from full-time NTPs/ETs
  - Three Senators from part-time teaching faculty (min. 4 years' service)
  - One Senator from part-time non-teaching faculty (min. 4 years' service)
  - One Delegate to the FCCC (elected college-wide by FFECC members)
  - One Alternate to the FCCC (elected college-wide by FFECC members)

#### Senators Appointed by FFECC President (voting)

- 2 FFECC Members

#### Non-Senators

- Liaisons (non-voting): (the areas listed are functional areas of the college, not necessarily the names of committees) elected or appointed by committee or constituency represented:
  - CWCC/NCDC
  - Planning/Resources/Middle States

- o CWAC/Gen Ed/Program Review
- o Student Admissions
- o Workforce
- o Grants (GOC)
- o ASC
- o Foundation
- o Retention/Enrollment Management/Marketing
- o Information Technology
- o DL/Alternative Course Delivery
- o Student Life
- o Campus/Workplace Safety and Security
- o Liaison from the Registrars (selected by Registrars)
- o Assistant Academic Deans (selected by the AADs)
- o Advanced Studies and Articulation
- o Academic Standards
- o Facilities and Maintenance
- o Finance
- o Assessment and Accreditation
- o Awards—Employee Recognition
- o Wellness
- o Financial Aid

Other liaison positions may be added by a vote of the Senate.

**Terms:** All Senators except the ex-officio Senators will serve three-year terms, staggered (at the start, 1/3 of these Senators, to be selected at random, will serve a one year term, 1/3 of them selected at random a two year term, and 1/3 of them selected at random a three year term.) There are no term limits. All Senators will be elected in May and begin their terms in June.

**Numbers of Senators:** The number of Senators in any category may be adjusted by a simple-majority vote at a regular Senate meeting or at a special meeting called for that purpose, with 30 days notice to all Senators.

**Responsibilities of Senators:**

- To review all committee reports, recommendations and resolutions which accompany each agenda prior to the meeting of the College Senate.
- To inform their constituencies of important matters before the Senate.
- To collect and communicate the opinions of their constituencies regarding such matters.
- To attend all meetings of the College Senate.
- To bring to the Senate matters of constituent concern.
- To serve on a minimum of one college-wide committee. If any college-wide committee which reports to the Senate lacks an elected Senator as a member, the Chair of the Senate will appoint a Senator to that committee.

**VI. Officers/Executive Committee**

- The Chair and Vice Chair of the Senate will be elected by a secret ballot of the Senators from among the teaching faculty members or librarians of the Senate at its May meeting, once every three years, and begin their terms on June 1. Both officers will serve a three-year term. There are no term limitations. The Chair will receive six hours reassigned time per semester and the Vice-Chair shall receive three hours reassigned time per semester.
- The duties of the Senate Chair shall be to preside at the meetings of the Senate, to organize all activities of the Senate, to prepare calendars and agendas for Senate meetings, to appoint a parliamentarian (who may be a Senator or a non-voting non-Senator), to serve as ex-officio member of all college-wide committees, and to call special meetings of the Senate.
- The duties of the Vice-Chair shall be to assist the Senate Chair in all his/her duties and to preside over the Senate in his/her absence.
- The Secretary of the Senate will be elected by a secret ballot of the Senators from among the sitting Senators at the May meeting, once every three years, and begin his/her term on June 1. The Secretary of the Senate shall be responsible for ensuring that accurate and complete minutes of all Senate meetings

are taken, edited, approved, and posted; shall handle official correspondence of the Senate; shall oversee the maintenance of all records and files; and shall provide Senators with all data relating to matters before the Senate. The Secretary will receive three hours reassigned time per semester Clerical support for the Senate shall be provided by the President of the College as needed.

- There will be an Executive Committee of the Senate consisting of the Senate Chair, the Vice Chair, the FCECC delegate, one sitting Senator appointed by the FCECC President, two out of the three Executive Vice Presidents, and two other Senators elected by the Senators. The Executive Committee will meet with the College President and the FCECC President once a month at a minimum.

#### VII. Meetings

- Scheduled meetings will be held once a month except July and August. Special meetings may be called by the Senate Chair as needed.
- All meetings of the Senate will be open to the college community. The Chair may limit the speaking time of non-members.
- The Executive Committee will pre-screen submitted agenda items and write the agendas for the Senate meetings, referring submitted items to other committees when appropriate. Proposed agenda items must be submitted to the Executive Committee 14 days prior to the Senate meeting. The meeting agenda and committee and liaison reports shall be communicated to the Senators 7 days prior to the Senate meeting.
- The Chair of the Senate may rule on whether New Business items are in order and appropriate to the Senate, or whether they must be taken up at the next meeting or referred to other committees or persons.
- All committee and liaison reports must be submitted to the Executive Committee 10 days prior to Senate meeting.
- The Senate will follow Robert's Rules of Order whenever there is a disagreement about proper procedure. The Senate may create its own constitution, by-laws, or rules of operation as it sees fit.
- The minutes and all other proceedings of the Senate will be posted monthly on the College website.
- The President of the College may require the attendance at a Senate meeting of individuals who are involved with or knowledgeable about a specific issue.

#### VIII. Committees

- All college-wide committees whose charges and activities relate to the core academic mission of the college shall report to the Senate.
- Other committees may be requested to report to the Senate as needed – the College President may require other committees to report if necessary.
- Decisions and actions of committees under the purview of the College Senate may be accepted by the Senate or sent back to committee for review by a majority vote of the Senate - they cannot be altered by the Senate. If any decisions or actions are referred back to committee, then the Senate must communicate its concerns to the committee in writing. The committee will respond to those concerns by the following meeting of the Senate.
- Decisions of the CWCC cannot be appealed to the College Senate.
- The FCECC must be involved in any discussions regarding the deactivation of academic programs.
- The Senate may create additional committees from time to time as it sees fit.
- Committee reports shall be distributed to Senators in advance of Senate meetings in written form to avoid devoting excessive meeting time to reporting. Written reports will be considered sufficient for all items for which no action is required by the Senate.
- The Senate shall exercise oversight over committees and shall review their actions, decisions, charges, and bylaws.

 2/16/14  
Jack Quinn, ECC President

  
Andrew Sako, FCECC President

College Senate Erie Community College  
Pre-By-Laws

B1

The first election will take place before the first meeting in June 2011 with full Senate implementation in the fall semester of 2011.

**Membership: Process for election for the original set of senators:**

- The President of the College will invite the Ex-Officio Voting Senators and non-voting Liaisons.
- The President of the FFECC will appoint the two FFECC voting Senators.
- The elected Faculty Senators will be identified by the following process:
  - Notice for nomination of Senators as representatives of each constituency identified in the contract will be announced at Campus Council meetings and posted on ECC Today by April 1, 2011.
  - Nominations will be due no later than April 15, 2011 (for the first election).
  - Elections will commence on May 1, 2011 and be completed by the last day of the semester of 2011.
  - Nomination letters will be drafted by the "blue ribbon panel" identified to craft the pre-by-laws.
  - Information about constituencies and their membership will be obtained from the Office of Human Resources for purposes of this election.
  - Election will be run by a committee of no less than five Professor Emeritus of ECC in the following manner:
    - The traditional double-envelope system will be utilized.
    - Ballots will be distributed via ECC Today and returned to the Library on each campus either via inter-office mail or put in a designated box in the Library.
  - Nominations for Senate officers (Senate Chair, Vice-Chair, Secretary) will be solicited by the Professor Emeritus committee after the last day of the semester by email. These nominations will be due by June 1<sup>st</sup>.

**Filling Vacancies**

- The Senate Chair may declare a seat vacant when a member submits his or her resignation, when a member no longer belongs to the constituent group from which he or she was elected, when a member has two consecutive absences from regularly scheduled meetings, or when the majority of the constituent group from which the representative was elected submits a written request to the Senate Chair for the member's recall.
- Whenever there is a vacant seat, the Senate Chair shall see that the member's constituent group holds a special election within two weeks. If the member's constituent group fails to hold a special election within two weeks, the Senate Chair may appoint a representative from the member's constituent group until such time when a special election can be held.
- In the event it is not possible to fill the vacancy by the above means, the Senate Chair may, in consultation with the Executive Committee, appoint an individual to fill the vacancy.
- In case a vacancy occurs in the position of Vice-Chair or Secretary, the Senate will hold an election for that position within a month of the vacancy.

College Senate Erie Community College  
Pre-By-Laws

Subcommittees: The established Senate will appoint an elections committee and craft nomination, elections, and removal procedures.

Meeting Dates and times

- The President of the College will call the first meeting of the Senate on June 14<sup>th</sup>, 2011 for the purpose of electing Senate Officers and establishing staggered terms. Nominations for officers will be accepted from the floor to be included with names previously submitted. Each nominee will be invited to speak for three minutes as an introduction to the rest of the Senate. Elections will be held using the double-envelope system as defined in the FFECC constitution. After elections of Senate Chair, Vice-Chair, and Secretary, the positions of Senators will be selected at random for one, two and three year terms. The names of elected Faculty Senators, other than Senate Officers, will be randomly drawn successively from a pool of Senator names. The first third drawn will have three-year terms, the second third, two-year terms, and the remaining one-year terms.
- Meetings will be held monthly at the discretion of the Senate Chair. Meeting for 2011 – 2012 will be held at 2:30 pm on the following dates :

September 13	City Campus	March 6	South Campus
October 11	North Campus	April 10	City Campus
November 15	South Campus	May 1	North Campus
December 13	City Campus	June 12	South Campus
February 14	North Campus		

- All attempts should be made by the Senators to attend the meeting at the hosting campus. However, videoconferencing will be made available for the convenience of Senators and observers.
- Other meetings may be called by the Senate Chair or President of the College if required to complete Senate Business.
- Senators are required to be available on Tuesday at 2:30. Otherwise they are ineligible to participate as voting senators.

Items for Agenda

- Items for Senate consideration will be submitted to the Senate Chair or any Executive Committee member.
- College Committees that are required to provide a summary report to Senate include: CWCC, NCDC, Academic Standards, CDEC, Enrollment Management, Distance Learning Steering Committee, CITC, CWAC, Student Services, and CTLA. Committee reports will follow the FFECC contract language regarding the College Senate.
- All committee and liaison reports must be submitted to the Executive Committee 10 days prior to Senate meeting. Any committee or liaison not adhering to this policy will not be recognized at the Senate meeting.

College Senate Erie Community College  
Pre-By-Laws


**Senate Meeting Agenda**


- Roll call by signature
- Approval of minutes
- College President Report
- College Senate Chair Report
- Committee Reports
- Unfinished Business – action items
- New Business – action items
- Announcements

**Discussion of issues**

Every effort will be made to bring issues to a collegial resolution, but the Senate Chair will maintain the right to table the discussion in order to complete the agenda in a timely fashion. All formal positions taken by the Senate shall be approved by a majority vote of those attending. Upon formal action of an issue the Senate Chair will forward the motion and summary statements to appropriate addressee.

Items that must be addressed by the Senate include: program deactivation, governance and budget issues, and other issues that are within academic jurisdiction.

  
2/16/11


  
2/16/11


### Agreement Concerning Class Size:

Effective for the next semester following the approval of this Collective Bargaining agreement:

#### Article 12 – Class Size

- 1) A course section is defined as a class with a maximum of thirty-four (34) students. For the purpose of assigning credit, section size will be based on the roster submitted by the faculty member at the end of the third week of instruction to the Director of Registration.
- 2) In academic unit labs or shops where no definable workstations exist or where equipment or space is inadequate to meet the requirements of the course, accrediting agencies, or safety standards, the maximum number of students per section will be recommended by the academic unit and approved by the President of the College or his designee.
- 3) Students in developmental courses will not exceed twenty-five (25) in a section.
- 4) Students in Public Speaking – <sup>114</sup>EN410 will not exceed twenty-five (25) in a section.
- 5) Students in online courses will not exceed twenty-eight (28) in a section.
- 6) The minimum number of students required for a class to continue past the run/cancel date shall be eight (8). Nothing in this section shall preclude the college, in its sole discretion, from continuing a class beyond the run/cancel date with less than eight (8) students or from cancelling a class with more than eight (8) students on the run/cancel date provided that written notice of the cancellation, including the rationale therefor, shall be given to the instructor, the department chairperson and the FFECC President.

  
ANDREW D. SAKO  
FFECC PRESIDENT 6/13/12

  
K. Klein Wheaton 6/13/12

  
William D. Pento 6/13/12

13 June 2012

**ECC Proposal for Successor to 9/1/05 – 8/31/09 Collective Bargaining  
Agreement Between the Faculty Federation of ECC and ECC and the County  
of Erie**

---

**Proposal No. 6**

**Article 19 – Faculty Appointments Committee**

- Clarification and membership

Proposed Contract Language for Successor Agreement:

Effective for the next semester following the approval of this Collective Bargaining agreement:

**ARTICLE 19 FACULTY APPOINTMENTS COMMITTEE**

**(1) Composition.**

- (a) No later than May 15th of each year, each academic unit, by secret ballot, shall elect two (2) members from each campus to serve on the Appointments Committee within the academic unit. Thus, the Appointments Committee within each academic unit will consist of six (6) members, two (2) from each campus contingent upon the program being offered on each campus. A listing of such members and the appointments chair shall be delivered in writing to the office of the College President, Executive Vice President of Academic Affairs, Director of Human Resources and the FFECC President by May 31st of each year. Term is effective June 1<sup>st</sup> of each year.
- (b) The President of the College and the Federation President may each appoint one non-voting member to the Appointments Committee. The role of these appointees will be to advise in the screening, search and interview process leading to recommendation of three candidates to the College President.
- (c) It is understood that the Appointments Committee may conduct its business of screening and interviewing candidates even in the absence of one or more members provided each such absent member was afforded a reasonable opportunity to attend. In order to conduct business with one or more absent members, the Appointments Committee must ensure that the FFECC observer is present and that at least one committee member from each represented campus is in attendance.

**ECC Proposal for Successor to 9/1/05 – 8/31/09 Collective Bargaining  
Agreement Between the Faculty Federation of ECC and ECC and the County  
of Erie**

---

(2) President's Responsibilities.

President of the College or his designee shall:

- (a) Be required to give written notice to the President of the Federation of any vacancy in the bargaining unit within five (5) working days of the decision to fill such position.
- (b) Make available the files of Faculty applications to the Appointments Committee.
- (c) Receive the Committee recommendation and act upon it within ten (10) working days of its receipt.

(3) General Considerations

- (a) All units will follow the appointments procedure as established by the College.
- (b) It is understood that the Faculty shall have the opportunity to make recommendations for appointments to all vacant positions within an academic unit.
- (c) The College President shall give prime consideration to the recommended list of the academic unit Appointments Committee prior to making, within his sole discretion, the appointment.

(KKW) (dt) G. The Committee may recommend an appointment to the Distinguished Professor category. (See Definitions, Article 2(1).)

REMAINING UNCHANGED. HRS (KKW)  
(4 & 5 REMAIN) HRS (KKW)

  
ANDREW D. SAITO  
FFEC PRESIDENT

  
KK WHEATON 6/5/12

  
6/5/12

**Agreement Concerning Large Lecture Instruction:**

Modify Article 36 as follows:

(4) Large Lecture Instruction – faculty or administration may wish to form a large lecture for instructional purposes under the following circumstances:


- a. Large lecture instruction shall be limited to the following seated courses and must be approved by the academic department:

GO 101 American Government,  
HI 106 World Civilizations I,  
PS 100 General Psychology,  
SO 100 Introduction to Sociology I.


- b. Departments may recommend additional courses for large lecture instruction subject to the agreement of the FFECC President and the College President.
- c. Only tenured faculty members may participate in large lecture instruction
- d. Any course approved for large lecture instruction shall be designated as such by the scheduling committee prior to course selection
- e. Faculty members must volunteer to accept a course designated as large lecture instruction
- f. No faculty member shall be compelled to accept a large lecture instruction assignment
- g. Each faculty member may teach a maximum of one (1) large lecture instructional assignment.
- h. Each large lecture instructional assignment shall count as one (1) seated course for the purpose of distance language limitations set forth in Article 36 (6)(c) below.

(load or overload) (KK)  
(5) Compensation for large lecture instructional will be based on the roster submitted by the faculty member at the end of the third week of instruction to the Director of Registration as follows:

35-45 students = 1.5 \* contact hours  
46-69 students = 1.75 \* contact hours  
70-72 students = 2 \* contact hours

  
6/13/12

13 June 2012

  
ANDREW D. SAKO  
FFECC PRESIDENT

  
R. Klein Wharton 6/13/12

College #12

**Agreement Concerning NTTP/ET Work Day:**

Effective for the next semester following approval of this Collective Bargaining Agreement;

**ARTICLE 56 NTTP WORK DAY**

**A. For Electronic Technicians**


- (1) Shift times for ETs may begin between the hours of 6 a.m. and 10 a.m. as follows:
  - a. For current employees (as of the date of ratification), the employee's current shift shall continue unless the employee and the supervisor agree to a change, or if the shift is changed as outlined in paragraph 2 below.
  - b. For new employees (after the date of ratification), the supervisor shall establish the shift.
- (2) If the supervisor determines that a change in shift is necessary to meet departmental needs, he/she will seek volunteers. If there are insufficient volunteers, the supervisor may change the shift of the least senior ET not already working the shift in question with thirty (30) days' notice.
- (3) In an emergency situation, all qualified ETs will be offered overtime. If no ETs accept the offered overtime, the work may be done by any qualified college personnel. An emergency is a sudden, unforeseen event that substantially alters the nature of planned work.
- (4) For planned work activities, ETs will be given a minimum of forty-eight (48) hours' notice for overtime. If no ETs accept the offered overtime, it may be done by any qualified college personnel.
- (5) For unforeseen non-emergency events, every effort will be made to give ample notice, and overtime will be offered to all ETs.
- (6) For ETs, overtime pay will begin with the forty-first (41<sup>st</sup>) hour of work.

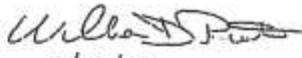
**B. For all other NTTPs**

- (1) The workday for the existing non-ranked professional staff shall be limited to an eight (8) hour shift including a one (1) hour paid lunch. The work day shall be between the hours of 8 a.m. to 4 p.m. or 9 a.m. to 5 p.m.
- (2) All hours worked as assigned over 40 hours shall be compensated to the extent that budgetary appropriations allow. In the absence of such budgetary appropriations, such employees shall receive compensatory time taken as scheduled by the appropriate College Vice President.


- (3) All hours worked as assigned over 40 hours in a work week shall be compensated as required in the FLSA (Fair Labor Standards Act). Employees will receive overtime/compensatory time at time and one half after actually working forty (40) hours. The calculations of time and one half will not include lunch hours, vacations, sick leave and/or personal leave, etc. This means that employees will not receive overtime at time and one half until they have actually worked forty (40) hours. Employees will receive straight time from 40 hours up to 45 hours including lunch hours and time and one half after the employee has actually worked 40 hours.
- (4) Work assignments for Technical Personnel in new positions will be between the hours of 8 a.m. to 10 p.m. Work assignments must be made thirty (30) days prior to the beginning of each semester. Swing shifts shall not be assigned; i.e., if an employee is assigned any hours other than 8 a.m. to 4 p.m. or 9 a.m. to 5 p.m., he/she must be assigned these hours for the entire semester, unless the employee agrees to a shift change.
- (5) The only exceptions to the above are positions which were established as full-time evening positions.

For the College:

 7/23/12  
ECC EVPLA

 7/23/12

For the FFECC:

 7/23/12  
FFECC  
PRESIDENT

### Faculty Responsible Professional Duties Matrix

To be completed and submitted each academic year by May 1

Year/Semester: \_\_\_\_\_

Department: \_\_\_\_\_

Faculty Member: \_\_\_\_\_

#### Academic Year Obligations:

150 Teaching Days Including:

1. College Day
2. Office hours- 75 hours per semester to be scheduled 5 hours per week

Responsible Days (13 additional days, maximum 91 hours):

1. Opening Days – 2 days (14 hours)

Identify how you will fulfill your 77 remaining hours of contractual duties. Submit to your Department Chair and Assistant Academic Dean:

Activity	Hours
Advisory Councils	
Advisement	
Appointments Committee	
Assessment Activities	
Budget Development	
College Governance	
Course Scheduling	
Curriculum Development	
Grants	
Initiating Community Partnerships	
Program Review and Annual Update	
Reappointments Committee	
Recruitment and Retention	
Registration	
Service Learning	
Other (Specify)	
<b>TOTAL HOURS</b>	

\_\_\_\_\_  
Signature and Date - Faculty Member

\_\_\_\_\_  
Signature and Date - Campus Chair

\_\_\_\_\_  
Signature and Date – AVP/AAD

This form is subject to review and change if departmental needs and/or staffing levels change. Changes to this form will be the result of discussion between the Department Chair and the faculty member.

Proposed changes to Article 40(1) and (2)

Teaching Faculty Academic Calendar - Not later than October 1, prior to the adoption by the Board of an academic calendar, tentative academic calendar shall be submitted to the Federation President. Within fourteen (14) calendar days of such submission, the Federation shall have the right to submit, in writing, to the College President and Board, changes and suggestions which shall be given due consideration before the final calendar as solely determined by the Board, is adopted. It is agreed and understood that such calendar shall not provide for more than 163 work (on-duty) days (which shall be composed of 150 teaching days, plus no more than 13 days for additional responsibilities if and to the extent assigned by the appropriate academic dean) for faculty whose work year is determined by the academic calendar. The responsible days shall be prior to and at the end of each semester and shall be for registration, orientation, examinations and meetings only. The 1991-92 academic year shall for registration purposes only begin no earlier than 2 weeks prior to Labor Day for all other purposes. The academic year shall begin one week prior to Labor Day and shall end no later than May 31. Each successive academic year shall begin no earlier than one week prior to Labor Day and end no later than May 31.

Department Chairs shall determine the number of faculty necessary to service registration.

Responsible Days-Hours for Teaching Faculty- In addition to 150 teaching days, each full-time faculty member within a department shall be responsible to provide an additional ninety-one (91) hours of service. Opening Day attendance shall account for fourteen (14) hours. The remaining seventy-seven (77) hours shall be determined by departmental needs and shall be set forth on the form in Appendix I. The form shall be completed and submitted by May 1<sup>st</sup> for the following academic year and approved by the Department Chair and the appropriate Assistant Academic Dean. A schedule of responsible days for the ensuing academic year shall be available to faculty in the office of the appropriate academic dean during the last five (5) business days of the preceding academic year. A faculty member may arrange for an exchange of days with another faculty member, who is acceptable to the appropriate academic dean. Except for the 1980-81 academic year, the faculty member must notify the academic dean of any such exchange in writing setting forth the specific dates and signed by both faculty members within 10 days after the last day of such preceding academic year. If such exchange request is denied, the reason for such denial shall be in writing.

- (a) The academic year is reflected in Section (1) above concerning academic calendar.
- (b) Faculty members who volunteer for other college duties falling outside of the academic year and are assigned such duties shall be paid 1/150th of the individual's salary per diem. *A faculty member may credit hours due as outlined within the Faculty Responsible Professional Duties Matrix for advisement conducted outside of the academic year at the members' discretion and with approval of the Chair.*
- (c) No mandatory meetings shall be called nor duties assigned outside the academic year as described above.
- (d) Final grades will be available to the student four (4) working days after the last day of the semester.

**Proposed changes to Article 40(1) and (2)**

Teaching Faculty Academic Calendar - Not later than October 1, prior to the adoption by the Board of an academic calendar, tentative academic calendar shall be submitted to the Federation President. Within fourteen (14) calendar days of such submission, the Federation shall have the right to submit, in writing, to the College President and Board, changes and suggestions which shall be given due consideration before the final calendar as solely determined by the Board, is adopted. It is agreed and understood that such calendar shall not provide for more than 150 teaching days. For faculty whose work year is determined by the academic calendar. The academic year shall begin one week prior to Labor Day and shall end no later than May 31.

Department Chairs shall determine the number of faculty necessary to service registration.

Responsible Hours for Teaching Faculty- In addition to 150 teaching days, each full-time faculty member within a department shall be responsible to provide an additional ninety-one (91) hours of service. Opening Day attendance shall account for fourteen 14 hours. The remaining seventy-seven (77) hours shall be determined by departmental needs and shall be set forth on the form in Appendix I. The form shall be completed and submitted by May 1<sup>st</sup> for the following academic year and approved by the Department Chair and the appropriate Assistant Academic Dean.

- (a) The academic year is reflected in Section (1) above concerning academic calendar.
- (b) Faculty members who volunteer for other college duties falling outside of the academic year and are assigned such duties shall be paid 1/150th of the individual's salary per diem. *A faculty member may credit hours due as outlined within the Faculty Responsible Professional Duties Matrix for advisement conducted outside of the academic year at the members' discretion and with approval of the Chair.*
- (c) No mandatory meetings shall be called nor duties assigned outside the academic year as described above.
- (d) Final grades will be available to the student four (4) working days after the last day of the semester.

Academic Department Chairs and Professors/Department Heads  
To be Included in Collective Bargaining Agreement

(3), (6), or (9) signify Release Contact Hours;  
Stipend is \$1,800 per semester unless otherwise noted

<sup>1</sup> College-wide

\* Per contract, to be reviewed in 2018

\*\* If all North Campus students are enrolled at South, online or graduated, release time will be eliminated at North Campus

Department Chairs/ Assistant Chairs	City Campus - Former	North Campus - Former	South Campus - Former
Architectural Technology			(3) + \$1,800/sem
Automotive Technology			(3) + \$1,800/sem
Automotive Trades: Autobody Repair			(3) + \$1,800/sem
Biology	(3) + \$1,800/sem	(3) + \$1,800/sem	(3) + \$1,800/sem
Biomanufacturing		(3) + \$1,800/sem	
Building Management & Maintenance	(3) + \$1,800/sem		
Business Administration	(6) + \$2,400/sem	(6) + \$2,700/sem	(6) + \$2,700/sem
Chemistry	(3) + \$1,800/sem	(3) + \$1,800/sem	(3) + \$1,800/sem
Civil Engineering Technology / Construction Management Engineering Technology		(3) + \$1,800/sem	
Communication Arts			(3) + \$1,800/sem
Computer Aided Drafting and Design			(3) + \$1,800/sem
Computer Repair Technology			(3) + \$1,800/sem
Counseling Center	\$2,500/sem	\$2,500/sem	\$2,500/sem
Criminal Justice	(3) + \$1,800/sem	(3) + \$1,800/sem	(3) + \$1,800/sem
Dietetic Technology		(3) + \$1,800/sem	
Early Childhood	(3) + \$1,800/sem		
Electrical Engineering Technology		(3) + \$1,800/sem	
Emergency Management/Fire Protection	(3) + \$1,800/sem		
Emergency Medical Technology		(3) + \$1,800/sem	(3) + \$1,800/sem
English	(3) + \$1,800/sem	(3) + \$1,800/sem	(3) + \$1,800/sem
Engineering Science		(3) + \$1,800/sem	
Environmental Science / Environmental Tech Geoscience		(3) + \$1,800/sem	
Green Building Technology Center		\$1,800	
Health, Wellness & Phys. Ed. Studies <sup>1</sup>			<sup>1</sup> (9) + \$1,800/sem
Heating, Ventilation, Air Conditioning and Refrigeration		\$1,800	
Hospitality Mngmnt.			
Hotel Rstrnt Mgmt / Culinary Arts	(3) + \$1,800/sem	(3) + \$1,800/sem	
Humanities	(3) + \$1,800/sem	(3) + \$1,800/sem	(3) + \$1,800/sem
Industrial Technology		(3) + \$1,800/sem	
Information Technology **		(3) + \$1,800/sem	(3) + \$1,800/sem
Law Enforcement Training Academy		\$2,500/sem	
- Police Training Professional (2)/Sr. (1)		\$3,000/sem	
Library Resource Center	\$2,500/sem	\$2,500/sem	\$2,500/sem
Mathematics / Computer Science	(6) + \$1,800/sem	(9) + \$1,800/sem	(6) + \$1,800/sem
Mechanical Engineering Technology		(3) + \$1,800/sem	
Nanotechnology		(3) + \$1,800/sem	
Networking and Telecommunications Tech			(3) + \$1,800/sem
Paralegal	(3) + \$1,800/sem		
Physics	(3) + \$1,800/sem	(3) + \$1,800/sem	(3) + \$1,800/sem
Social Science	(6) + \$1,800/sem	(6) + \$1,800/sem	(6) + \$1,800/sem
Visual Communications - Graphic Arts & Printing			(3) + \$1,800/sem
Asst. Chair Computer Science		\$1,800/sem	
Asst. Chair Developmental Ed-English *	\$1,800/sem	\$1,800/sem	\$1,800/sem

Department Chairs/ Assistant Chairs	City Campus - Former	North Campus - Former	South Campus - Former
Asst. Chair Developmental Ed-Mathematics *	\$1,800/sem	\$1,800/sem	\$1,800/sem
Asst. Chair General Studies	(3) + \$1,800/sem	(3) + \$1,800/sem	(3) + \$1,800/sem
<b>Coordinators and Governance</b>			
Assessment-Liaison	\$1,800/sem	\$1,800/sem	\$1,800/sem
Center for Teaching, Learning and Assessment (CTLA)-Coordinator <sup>1</sup>	<sup>1</sup> \$5,400/sem		
College Senate <sup>1</sup> -Chair	<sup>1</sup> (6)/sem		
College Senate <sup>1</sup> -Vice Chair		<sup>1</sup> (3)/sem	
College Senate <sup>1</sup> -Secretary		<sup>1</sup> (3)/sem	
Honors Program-Coodinator <sup>1</sup>	<sup>1</sup> \$5,400/sem		
Middle States-Chair <sup>1</sup>	<sup>1</sup> (9) or \$5,400/sem		
Teacher Preparation-Coodinator <sup>1</sup>	<sup>1</sup> \$1,800/sem		

Item 45 – MR. LORIGO presented the following resolution and moved for immediate consideration and approval. MS. DIXON seconded.

CHAIR MILLS directed that a roll call vote be taken.

AYES: MR. BURKE, MS. GRANT, MR. LOUGHRAN, MS. MILLER-WILLIAMS, MR. SAVAGE, MS. DIXON, MR. HARDWICK, MR. LORIGO, CHAIR MILLS, MR. MORTON and MR. RATH. NOES: None. (AYES: 11; NOES: 0)

CARRIED UNANIMOUSLY.

RESOLUTION NO. 265

RE: Nine Year Successor Agreement –  
Administrators' Association of ECC  
(COMM. 21E-4)

**ERIE COUNTY LEGISLATURE RESOLUTION**  
**AAECC CONTRACT**

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.

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

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 Exhibit "A" 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 Exhibit "A"; 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.

Exhibit "A"

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.

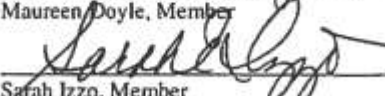
For the Union

  
George De Rosa, President

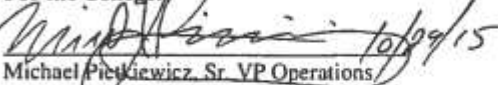
  
Paul Lasham, Chair

  
Patricia Losito, Member

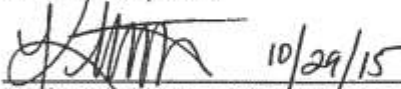
  
Maureen Doyle, Member

  
Sarah Izzo, Member

For the College:

  
Michael Pietkiewicz, Sr. VP Operations

  
William Reuter, CAFO

  
Kristin Klein Wheaton, EVP Legal Affairs

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 AAEECC 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 1<sup>st</sup>, 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:

9/1/16	Employee premium share based on Value:		Employees pay their share of the premium through payroll deduction on a pre-tax basis.
	Current employee share	New employee share	
	0%	5%	
	5%	10%	
	15%	15%	
9/1/17	Employer premium share based on Value:		Employees pay their share of the premium through payroll deduction on a pre-tax basis.
	Current employee share	New employee share	
	0%	10%	
	5%	15%	
	15%	15%	
9/1/18	Employer premium share based on Value:		Employees pay their share of the premium through payroll deduction on a pre-tax basis.
	Current employee share	New employee share	
	0%	15%	
	5%	15%	
	15%	15%	

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 AAEEC 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 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**

- 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.
- 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."
- 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 1<sup>st</sup> 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:

9/1/16	Employee premium share based on Value:		Employees pay their share of the premium through payroll deduction on a pre-tax basis.
	Current employee share	New employee share	
	0%	5%	
	5%	10%	
9/1/17	Employer premium share based on Value:		Employees pay their share of the premium through payroll deduction on a pre-tax basis.
	Current employee share	New employee share	
	0%	10%	
	5%	15%	
9/1/18	Employer premium share based on Value:		Employees pay their share of the premium through payroll deduction on a pre-tax basis.
	Current employee share	New employee share	
	0%	15%	
	5%	15%	
	Employer premium share based on Value:		
	Current employee share	New employee share	
	0%	15%	
	5%	15%	

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.

Other RPT Benefits to be outlined in Article RPT:

- 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 1<sup>st</sup> 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

Item 46 – (COMM. 21E-5) Notice of Order of Succession

Received, filed and printed.

Erie County Legislature  
92 Franklin St, 4th Floor  
Buffalo, NY 14202

Re: Notice of Order of Succession

Dear Honorable Members:

Pursuant to Article 3 section 304 of the County Charter, I hereby revoke the Notice of the Order of Succession provided to your Honorable Body on January 20, 2015. The new order of Succession pursuant to Article 3 section 304 of the County's Charter is as follows:

Mark C. Poloncarz, Erie County Executive;  
Maria R. Whyte, Deputy County Executive;  
Michael Siragusa, County Attorney; and  
Robert Keating, Director of the Division of Budget and Management.

If you have any questions on this matter, please contact Jennifer Hibit, my chief of staff, at your earliest convenience.

Sincerely Yours,  
MARK C. POLONCARZ  
Mark C. Poloncarz  
Erie County Executive

MCP/mt  
cc: Maria Whyte, Deputy County Executive  
Michael Siragusa, County Attorney  
Robert Keating, Director of the Division of Budget and Management  
David Palmer, Commissioner of Personnel

**FROM CHAIR MILLS**

Item 47 – (COMM. 21E-6) Letter to Clerk of the Legislature Calling a Special Meeting Regarding the Proposed 2016 Erie County Budget

CHAIR MILLS directed that the item be tabled.

GRANTED.

Item 48 – (COMM. 21E-7) 2016 Schedule of Legislative Sessions

Received, filed and printed.

To: Karen M. McCarthy, Clerk  
From: John J. Mills, Chair  
Date: November10, 2015

2016 SCHEDULE OF LEGISLATIVE SESSIONS

JANUARY  
7  
21

JULY  
14  
28

FEBRUARY  
4  
18

AUGUST  
Recess

MARCH  
3  
17

SEPTEMBER  
1  
22

APRIL  
14  
28

OCTOBER  
6  
20

MAY  
12  
26

NOVEMBER  
3  
17

JUNE  
9  
23

DECEMBER  
1  
6 Annual Budget Vote  
13 Budget Override Meeting  
15

All Regular Sessions: Pre-Meeting Work Sessions begin at 9:30 AM  
in the Legislative Caucus Room and are open to the public

All Sessions Listed: Begin at 2:00 PM in the Legislature Chambers

Item 49 – (COMM. 21E-8) 2016 Legislature Invocation and Pledge of Allegiance Schedule

Received, filed and printed.

To: Karen M. McCarthy, Clerk  
From: John J. Mills, Chair  
Date: November10, 2015

2016 LEGISLATURE INVOCATION AND PLEDGE OF ALLEGIANCE SCHEDULE

JANUARY

7 Mills and Grant  
21 Miller-Williams and Lorigo

FEBRUARY

4 Savage and Dixon  
18 Hardwick and Rath

MARCH

3 Loughran and Burke  
17 Lorigo and Mills

APRIL

14 Rath and Miller-Williams  
28 Dixon and Morton

MAY

12 Grant and Savage  
26 Burke and Hardwick

JUNE

9 Mills and Loughran  
23 Morton and Rath

JULY

14 Savage and Lorigo  
28 Miller-Williams and Dixon

AUGUST

Recess

SEPTEMBER

1 Hardwick and Morton  
22 Loughran and Burke

OCTOBER

6 Grant and Mills  
20 Lorigo and Miller-Williams

NOVEMBER

3 Morton and Savage  
17 Dixon and Grant

DECEMBER

1 Burke and Hardwick  
6 *Budget*  
13 *Budget Override*  
15 Rath and Loughran

FROM THE COUNTY EXECUTIVE

Item 50 – (COMM. 21E-9) Contract with ECIDA for Design & Engineering of New Railroads and Infrastructure on the Former Bethlehem Steel Site

Received and referred to the ECONOMIC DEVELOPMENT COMMITTEE.

Item 51 – (COMM. 21E-10) Department of Parks - Acceptance of Donation from Fleet Feet Sports Buffalo

Received and referred to the ENERGY & ENVIRONMENT COMMITTEE.

FROM LEGISLATOR BURKE

Item 52 – (COMM. 21E-11) Review of the Public Discussion on the Status of Lake Erie Water Quality

Received and referred to the ENERGY & ENVIRONMENT COMMITTEE.

FROM THE COUNTY EXECUTIVE

Item 53 – (COMM. 21E-12) Memo from Central Police Services - Stop DWI Program Regarding Potential Change of Closing Time of Bars

Received and referred to the FINANCE & MANAGEMENT COMMITTEE.

**FROM LEGISLATOR MILLER-WILLIAMS**

Item 54 – (COMM. 21E-13) Correspondence Received Regarding Potential Change of Closing Time of Bars

Received and referred to the FINANCE & MANAGEMENT COMMITTEE.

**FROM THE COUNTY EXECUTIVE**

Item 55 – (COMM. 21E-14) Initiatives for a Stronger Community - July 2015 Reports

Received and referred to the HEALTH & HUMAN SERVICES COMMITTEE.

Item 56 – (COMM. 21E-15) Department of Emergency Services - Acceptance of FY14 Statewide Interoperable Communications Grant - Round 4

Received and referred to the PUBLIC SAFETY COMMITTEE.

**COMMUNICATIONS FROM THE DEPARTMENTS**

**FROM THE CLERK OF THE LEGISLATURE**

Item 57 – (COMM. 21D-1) Notice of Informational Meeting of the Finance & Management/Budget Committee Regarding Funding Process for Cultural Agencies

Received and filed.

Item 58 – (COMM. 21D-2) Notice of Special Meeting of the Erie County Legislature on November 24, 2015

CHAIR MILLS directed that the item be tabled.

GRANTED.

Item 59 – (COMM. 21D-3) Notice of Public Hearing Regarding Proposed Modifications to Agricultural Districts

Item 60 – (COMM. 21D-4) Department of Budget & Management - Requested 2016 Budget Hearing Documents

The above two items were received and filed.

**FROM THE DEPARTMENT OF ENVIRONMENT & PLANNING**

Item 61 – (COMM. 21D-5) Bi-Monthly Report - ECC Academic Building

Received and referred to the COMMUNITY ENRICHMENT COMMITTEE.

Item 62 – (COMM. 21D-6) Initiatives for a Smart Economy - August 2015 Reports

Received and referred to the ECONOMIC DEVELOPMENT COMMITTEE.

**FROM THE CLERK OF THE LEGISLATURE**

Item 63 – (COMM. 21D-7) Documents Received Regarding ECIDA Pay Equity Policy

Received and referred to the ECONOMIC DEVELOPMENT COMMITTEE.

Item 64 – (COMM. 21D-8) NYS DEC Documents Received

Item 65 – (COMM. 21D-9) NYS DEC Documents Received

The above two items were received and referred to the ENERGY & ENVIRONMENT COMMITTEE.

**FROM THE DEPARTMENT OF BUDGET & MANAGEMENT**

Item 66 – (COMM. 21D-10) Budget Monitoring Report for Period Ending Sept. 30, 2015

Received and referred to the FINANCE & MANAGEMENT COMMITTEE.

**COMMUNICATIONS FROM THE PEOPLE AND OTHER AGENCIES**

**FROM ERIE COMMUNITY COLLEGE**

Item 67 – (COMM. 21M-1) Letter Regarding Successor Agreements with Faculty Federation and Administrators' Association

Received and filed.

**FROM THE NYS DEPARTMENT OF TRANSPORTATION**

Item 68 – (COMM. 21M-2) Review of Traffic Conditions Harlem Rd at Walden Ave, Town of Cheektowaga

Received and filed.

**FROM THE BUFFALO & ERIE COUNTY PUBLIC LIBRARY**

Item 69 – (COMM. 21M-3) November 19, 2015 Board of Trustees Agenda

Received and referred to the COMMUNITY ENRICHMENT COMMITTEE.

**FROM THE NFTA**

Item 70 – (COMM. 21M-4) September 24, 2015 Board Minutes

Received and referred to the ECONOMIC DEVELOPMENT COMMITTEE.

**FROM JAMES & NICOLE PUSKAS**

Item 71 – (COMM. 21M-5) Letter Regarding Opposition to the Proposed Change of Bar Closing Time

Received and referred to the FINANCE & MANAGEMENT COMMITTEE.

**ANNOUNCEMENTS**

Item 72 – CHAIR MILLS announced a public hearing regarding the requests for Agricultural District Modifications and Agricultural District Reviews at the Cornell Cooperative Extension is scheduled for November 19, 2015 at 6:00 pm.

Item 73 – CHAIR MILLS announced a public hearing regarding LL Intro. 9-1 (2015) is scheduled for November 23, 2015 at 4:30 pm.

Item 74 – CHAIR MILLS announced a public hearing regarding the Proposed 2016 Erie County Budget is scheduled for November 23, 2015 at 5:00 pm.

Item 75 – CHAIR MILLS announced the Finance & Management/Budget Committee will reconvene Meeting No. 1 on November 24, 2015 at 1:00 pm.

Item 76 – CHAIR MILLS announced a Special Session of the Erie County Legislature regarding the Proposed 2016 Erie County Budget is scheduled for November 24, 2015 at 2:00 pm.

Item 77 – CHAIR MILLS announced the Citizens' Budget Review Commission is scheduled to meet November 30, 2015 at 8:45 am, in the Legislative Caucus Room.

**MEMORIAL RESOLUTIONS**

Item 78 – Legislator Hardwick requested that when the Legislature adjourns, it do so in memory of Joseph M. Rua.

Item 79 – Legislator Rath requested that when the Legislature adjourns, it do so in memory of Kevin F. Garvey III.

**ADJOURNMENT**

Item 80 - At this time, there being no further business to transact, CHAIR MILLS announced that the Chair would entertain a Motion to Adjourn.

MR. LORIGO moved that the Legislature adjourn until Tuesday, November 24, 2015 at 2:00 p.m. Eastern Standard Time. MR. RATH seconded.

CARRIED UNANIMOUSLY.

CHAIR MILLS declared the Legislature adjourned until Tuesday, November 24, 2015 at 2:00 p.m. Eastern Standard Time.

**KAREN M. McCARTHY**  
**CLERK OF THE LEGISLATURE**