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COUNTY OF ERIE

MARK C. POLONCARZ

COUNTY EXECUTIVE

October 24, 2018

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

**RE: Teamsters Local Union No. 264 – Supervisor’s Unit
2017-2023 Collective Bargaining Agreement
Immediate Consideration Requested**

Dear Honorable Members:

Please find enclosed for your consideration a memorandum and proposed resolution for approval expressing legislative assent and directing implementation of a successor collective bargaining agreement between Erie County and the Teamsters Local Union No. 264 – Supervisor’s Unit (“Unit”).

The proposed agreement covers the period between January 1, 2017, and December 31, 2023, and provides Unit members with wage increases in exchange for work rule changes that provide benefit to both parties regarding promotions. Erie County and the Unit have negotiated in good faith and are pleased to have reached this accord.

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

Sincerely yours,

Mark C. Poloncarz, Esq.
Erie County Executive

MCP/sab
Enclosure

cc: Commissioner Gary Wilson, Department of Labor Relations
Commissioner David A. Palmer, Department of Personnel

MEMORANDUM

To: Honorable Members of the Erie County Legislature
From: Departments of Personnel and Labor Relations
Re: Teamsters Local Union No. 264 – Supervisor’s Unit
2017-2023 Collective Bargaining Agreement
Date: October 24, 2018

SUMMARY

The Departments of Personnel and Labor Relations request legislative approval of a newly created collective bargaining agreement between Erie County and the Teamsters Local Union No. 264 – Supervisor’s Unit (“Unit”) representing the Captains and Lieutenants who exercise supervision in the Erie County Holding Center. The agreement will cover the period January 1, 2017-December 31, 2023.

FISCAL IMPLICATIONS

Under the contract, members will receive one job grade effective August 28, 2018, 4% annual wage increase in 2019, 3% annual wage increase in 2020, 3% annual wage increase in 2021, 2% annual wage increase in 2022, 2% annual wage increase in 2023, as well as 2% retroactive for 2017 and 2018.

Savings to Erie County include; the Value POS 204 Health Insurance Plan becoming the base plan for all bargaining unit employees, regardless of date of hire, with a contribution increase from 10% to 15%; elimination of the uniform allowance; and the elimination of two (2) paid holidays resulting in a savings of \$47,800.

There are other provisions contained in the contract, a copy of which is attached for your review.

Similar to other recently settled collective bargaining agreements, the County will fund the net local share costs associated with this agreement through a one-time appropriation of fund balance. The extent of fund balance usage for the projected net new cost of these adjustments is capped at \$ 150,000.

REASONS FOR RECOMMENDATION

Erie County and the Unit have been operating pursuant to an expired collective bargaining agreement since December 31, 2016.

The agreement provides Unit members with wage increases in exchange for work rule changes that provide benefit to both parties.

CONSEQUENCES OF NEGATIVE ACTION

The proposed agreement would be deemed null and void and Erie County and the Unit would declare impasse and proceed to the Public Employment Relations Board for action.

STEPS FOLLOWING APPROVAL

Unit members will work under the new collective bargaining agreement and the Division of Budget and Management will take the necessary budgetary actions to fund the agreement.

A RESOLUTION SUBMITTED BY:
DEPARTMENTS OF PERSONNEL AND LABOR RELATIONS

RE: Teamsters Local Union No. 264 – Supervisor’s Unit
2017-2023 Collective Bargaining Agreement

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

WHEREAS, the Teamsters Local Union No. 264 – Supervisor’s Unit (“Unit”) is an employee union organization which represents Captain and Lieutenants employed by the Sheriff’s Office (Erie County Holding Center); and

WHEREAS, the existing collective bargaining agreement between Erie County and the Unit expired on December 31, 2016, but has remained binding pursuant to the Taylor Law; and

WHEREAS, Erie County and the Unit negotiated a collective bargaining agreement, covering the period between January 1, 2017 and December 31, 2023; and

WHEREAS, Unit membership recently ratified the agreement.

NOW, THEREFORE, BE IT

RESOLVED, the agreement between Erie County and the Teamsters Local Union No. 264 – Supervisor’s Unit for the period January 1, 2017-December 31, 2023, is hereby approved; and be it further

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

RESOLVED, that authorization is provided to appropriate up to \$150,000 in undesignated/unassigned fund balance into the 2018 Erie County Budget to cover all or a portion of the net local share costs of the successor agreement; and be it further

RESOLVED, that the Director of Budget and Management is hereby authorized to make any and all required budgetary adjustments in the 2018 Budget to properly fund the increased costs associated with the Teamsters Local Union No. 264 – Supervisor’s Unit agreement and the Commissioner of Personnel is authorized to make any necessary personnel adjustments to implement the terms of the agreement for County employees; and be it further

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



TEAMSTERS LOCAL UNION NO. 264

Affiliated with the International Brotherhood of Teamsters

35 Tyrol Drive

Cheektowaga, NY 14227

Phone: (716) 668-8007 Toll Free: (800) 773-9115 Fax: (716) 668-8122

CAPTAINS AND LIEUTENANTS ERIE COUNTY SHERIFF'S DEPARTMENT AND INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL #264

RATIFICATION DOCUMENT

September 24, 2018

SECTION 10.3: Overtime -

b) All overtime worked shall be paid promptly and no later than the next payroll check, except that employees wishing to receive compensatory time off in lieu of overtime shall be allowed to accrue and maintain a compensatory time bank, calculated at one (1) and one-half (1/2) times their regular rate of pay for each hour of overtime worked up to a maximum of ~~one hundred twenty (120)~~ one hundred sixty (160) hours. This compensatory time benefit is to be in lieu of all other compensatory time benefits.

SECTION 12.1: Holidays Recognized and Observed - The following days shall be recognized and observed as paid holidays:

New Year's Day
Martin Luther King Day
Patriot's President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
General Election Day
Veteran's Day
Thanksgiving Day
Christmas Day

SECTION 13.8: An employee who fails to utilize vacation credits in the year he is eligible to take them, shall be permitted to accumulate up to a maximum of twenty (20) thirty (30) vacation days in a vacation bank.

SECTION 13.15: Vacation Buy Back (Optional) - Commencing January 1, 2012 and annually on such date, thereafter, employees shall be permitted to sell back forty (40) eighty (80) hours of accrued and unused vacation leave at the employee's rate of pay. This shall be in conjunction with the County policy on this matter, which is as follows:

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

SECTION 15.3: Sick Leave Credits - A credit for sick leave under this provision shall be allowed at the ceiling rate of a day and one-quarter (1 & 1/4) working days per month for each month of service as above indicated. Sick leave which is not used shall accumulate to a maximum of 2400 hours. No credit for sick leave under this provision shall be allowed unless the employee shall have been on full pay status at least fifty percent (50%) of the working days of the calendar month.

SECTION 15.5: Sick Leave Bonus -

- a) Effective January 1, 2013 2019 Upon ratification, there will be a ~~\$300.00~~ 500.00 bonus for any employee who reaches 225 days of accumulated sick leave. Thereafter, an additional bonus of three hundred (~~\$300.00~~) five hundred (~~\$500.00~~) dollars will be paid in any year in which 225 days of sick leave is maintained, and five or less sick days are used.
- b) Payment of the initial bonus will be in the first pay check after the 225 days is reached. Payment of the yearly bonus will be in the first pay period of February in subsequent years.
- c) Employees who retire from County service with 15 (fifteen) years of County service shall be eligible for the following:
1. Employees who have a minimum of 100 days of accumulated sick leave as of the date of retirement shall receive ~~\$2,000.00~~ 3,000.00 cash.
 2. Employees who have a minimum of 150 days of accumulated sick leave as of the date of retirement shall receive ~~\$3,000.00~~ 5,000.00 cash.
 3. Employees who have a minimum of 225 days of accumulated sick leave as of the date of retirement shall receive ~~\$5,000.00~~ 7,500.00 cash.

* Additional sick leave bonus:

Employees who use 8 hours or less sick leave in a year will receive \$1,000.00 cash

Employees who use 8 - 16 hours in a year will receive \$500.00 cash

Education Bonus: \$500 Associate's Degree

\$1,000.00 Bachelor's Degree

\$1,500.00 Master's Degree

SECTION 17.2: Wages -

- 1/1/17 - 2% Retroactive
- 1/1/18 - 2% Retroactive
- 8/28/18 - one upgrade for all Captains and Lieutenants
- 1/1/19 - 4%
- 1/1/20 - 3%
- 1/1/21 - 3%
- 1/1/22 - 3%
- 1/1/23 - 2%

SECTION 17.5: Shift Differential -

- a) Shift differential shall be as follows:
 - \$.85 1.50 - 3:00pm to 11:00pm shift
 - \$.85 1.50 - 11:00pm to 7:00am shift

SECTION 17.6: (delete)

- ~~i) Step/increment increases shall be frozen at the expiration of this contract until a successor agreement has been ratified. Upon ratification of a successor agreement, all affected employees will be placed on the appropriate step/increment with no loss of seniority.~~

SECTION 19.4: Payment for Health Insurance -

- a) The following shall be the formula for the payment of Health Insurance.

Effective January 1, 2014 August 28, 2018 employees shall pay 10% 15% of the Core Value Plan premium, capped as follows:

Single	Family
2019: \$1,450	2019: \$3,500
2020: \$1,450	2020: \$3,750
2021: \$1,500	2021: \$4,000
2022: \$1,550	2022: \$4,200
2023: \$1,600	2023: \$4,500

- ~~e) Employee paid health insurance premiums shall be frozen at the amount in effect at expiration of this contract until a successor agreement has been ratified. Upon ratification of a successor agreement, employees shall contribute the appropriate premiums as set by the L.MHE.~~

- f) Effective 1/1/13 1/1/19 employees, who waive insurance coverage, shall be eligible for a monthly stipend as follows:

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

- 2) Employees eligible for family coverage shall receive \$300 500, to be paid in two equal installments of \$150 250 each.

SECTION 23.4:

a) Uniform Allowance:

1. All employees who are normally required to wear uniforms, excluding Kitchen Personnel, but including the Internal Affairs Personnel, Civil Division Personnel, and those Deputies on recognized managerial assignments will be granted an annual allowance each year of the Agreement, which the sum of \$750.00 shall be paid to each employee during the first pay period in November of each year.
2. Effective 1-1-01, a \$250.00 voucher to be added to current allowance, to include Kitchen Personnel in voucher only, when the current allowance check is issued. It is understood that if the Sheriff decides to change the hats, such change will be paid for by the uniform allowance voucher.

b) Uniform allowance shall be paid as follows:

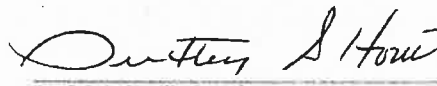

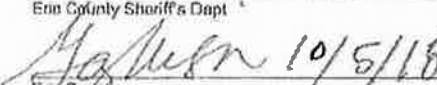
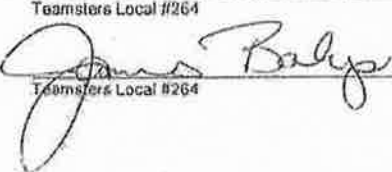
1. All eligible employees of the Sheriff's Department who are on the active payroll, paid leave status or on an approved leave without pay on November 1 of each year, shall be paid a uniform allowance on the first pay day of November.
2. For each months service in the year preceding the applicable November 1 date in (1) above, each Employee shall receive a pro rata credit (1/12) of such uniform allowance. A months service shall be credited for any month in which the Employee was on active duty for one eight hour day or more. If any employee was not on duty for at least one eight hour day such employee shall not receive the (1/12) pro rata credit for that month.
3. It is agreed and understood that this will be a lump sum payment earned on each November 1 and paid no later than each November 15. Employees who are terminated with just cause, voluntarily terminate employment or are retired during the year, do so with the understanding and agreement that they shall not receive the uniform allowance, nor any part thereof, if they terminate prior to the November 1 eligibility date above.
4. To be perfectly clear, if an employee is terminated or retired such employee loses all credits for the uniform allowance for that year, however, if an employee is on leave without pay on November 1, such employee shall be eligible for a pro rata allowance calculated as indicated above. Uniform allowance shall be paid only once each year between November 1 and November 15.
5. It is agreed and understood that this Agreement shall not delete nor add to those Sheriff Department employees who are currently eligible for uniform allowance.

6. The employers agree to negotiate the impact of any major uniform changes.

NEW LANGUAGE:

For the purposes other than defined by Civil Service Law in which seniority is a factor, seniority will be determined by total time employed in the employee's current Civil Service title (Time in Grade).

Where any member of this bargaining unit is administratively reassigned or placed on administrative leave as a result of a complaint filed against them, the employee shall be compensated at a rate of 1/52 of the employee's previous years total earnings. The time for said paid leave will be during the investigatory phase through the conclusion and final determination by the County, thereafter, contractual language will apply.

 Erie County Sheriff's Dept date	10/12/18	 Teamsters Local #264 date	10-5-18
 Erie County date	10/5/18	 Teamsters Local #264 date	9/25/18