

2013 Contract Negotiations

The County of Erie

And

Civil Service Employees Association, Inc.

Local 1000, AFSCME, AFL-CIO

Erie Unit, Local #815

Date: April 5, 2013

Erie County counter proposal to the CSEA proposal of 4/4/13. This proposal supercedes any settlement of back years of the expired agreement, including a legislative imposition. Additionally, provisions of this agreement do not affect ECMCC employees.

Wages

2007 – 2012 0% increase

1/1/13 – 1% base pay increase

7/1/13 – 1.5% base pay increase

1/1/14 - 2% base pay increase

1/1/15 – 2% base pay increase

1/1/16 – 1.5% base pay increase

7/1/16 – 1% base pay increase

1/1/17 – 1.5% base pay increase

7/1/17 – 1% base pay increase

Health Insurance

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

1. As soon as practicable after ratification, employees hired prior to ratification of this agreement shall be moved to the Value Plan and 100% of the premium shall be paid by the County.

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

2. Effective January 1, 2017 employees hired prior to ratification of this agreement shall pay 7.5% of the Value Plan premium.

3. Employees hired after ratification of this Agreement shall have the Value Plan as their base plan and shall contribute fifteen percent (15%) of the Value Plan premium.

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

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

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

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

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

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

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

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

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

9. Pre-Medicare Retirees: Employees hired prior to ratification of this Agreement, with fifteen (15) years of County service, who are eligible to retire and do so prior to July 1, 2014, shall have their retiree health insurance paid as follows:

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

*** NOTE: Employees hired prior to ratification, with less than fifteen years of service, who are eligible to retire and wish to avoid the 15 years of County service requirement for retiree health insurance, will have ninety (90) days after ratification to retire from County service.**

10. Pre-Medicare Retirees: Employees hired prior to ratification of this Agreement, with fifteen (15) years of County service, who are eligible to retire from County service and do so on or after July 1, 2014 and before 12/31/17 shall have the Value Plan as their retiree option, paid 100% by the County.

11. Pre-Medicare Retirees: Employees hired prior to ratification of this agreement, with fifteen (15) years of County service, who are eligible to retire from County Service and do so on or after December 31, 2017 shall have the Value Plan as their retiree option and shall pay 7.5% of the annual premium.

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

Employees and their eligible spouses shall be required to select the designated Medicare Advantage Plan or the equivalent, that includes prescription drug coverage and basic out-of-network benefits, **when first eligible**. Any employee who retires under this Agreement, and his or her eligible spouse (and eligible child/children if applicable) who are under age 65, will be provided with a single or family Value Plan for the non-age 65 member(s). A post-Medicare retiree, and his or her eligible spouse aged 65/Medicare eligible, may choose from Option A or B (Medicare Advantage HMO plans), or C (Medicare Advantage

PPO plan) as referenced on the attached matrix. Both members must select the same option, and the employer will pay one hundred percent (100%) of the monthly premium for the single or double rate for Options A, B or C. In addition, a post-Medicare eligible retiree who chooses Option D (Commercial PPO) shall pay the difference in the cost between the highest premium of Option A, B, or C and the Option D (Commercial PPO) premium. Health care coverage will be provided upon written documentation. All other employer contributions shall be eliminated.

13. Post-Medicare Retirees: Employees hired prior to ratification of this Agreement with fifteen (15) years of County service, eligible to retire and do so on or after 12/31/17 shall have their retiree health insurance paid as follows:

Employees and their eligible spouses shall be required to select the designated Medicare Advantage Plan or the equivalent, that includes prescription drug coverage and the basic out-of-network benefits, when first eligible. Any employee who retires under this Agreement, and his or her eligible spouse (and eligible child/children if applicable) who are under age 65, will be provided with a single or family Value Plan for the non-age 65 member(s) and the retiree shall pay 7.5% of the Value Plan premium. A post-Medicare retiree and his or her eligible spouse aged 65/Medicare eligible may choose from Option A or B (Medicare Advantage HMO plans) or C (Medicare Advantage PPO plan) as referenced on the attached matrix. Both members must select the same option, and the employee shall pay 7.5% of the retiree health plan premium, single or double rate for Options A, B or C. In addition, a post-Medicare eligible retiree who chooses Option D (Commercial PPO) shall pay the difference in the cost between the highest premium of Option A, B or C and the Option D (Commercial PPO) premium. Health care coverage will be provided for the lifetime of the retiree. Family coverage will be provided upon written documentation. All other employer contributions shall be eliminated.

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

Add to Article XXV, Section 25.6 as follows:

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

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

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

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

Summer Hours

Effective 1/1/13 summer hours shall be eliminated.

Paid Holidays

Effective 1/1/13 - Eliminate Election Day as a paid holiday and add one (1) additional Personal Day to employees hired prior to ratification of this agreement.

Personal Days

Employees hired after ratification shall be eligible for three (3) personal days after one (1) year of service.

Extended Sick Leave

Eliminate ten (10) year extended sick leave. Amend Section 17.4 by deleting, "Ten (10) continuous years of service – three (3) months".

Reporting Time

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

Modify the language in (i) to read: No sick time is allowed without an accompanying Doctor's certificate if an employee calls in sick on their last workday prior to and/or first workday after the day in which the holiday is celebrated, or any combination thereof. It is understood, however, that management's right to investigate sick leave of any duration is not affected by this section.

Dress Code (Excludes ECMCC)

CSEA agrees to negotiate in good faith relative to a County-wide dress code policy. The parties shall meet not less than once per month until a Dress Code is negotiated. Following three (3) months of fruitless negotiations, the parties will each submit their last, best offer to a mutually agreed to neutral party, who shall be charged with selecting the most appropriate policy. No testimony shall be provided and the matter shall be submitted to the neutral on a stipulated record. Last-best offer proposals shall contain permissible and impermissible clothing, footwear, clothing accessories, as well as remedies for failure to abide by the policy. No further compensation shall be owing to CSEA or covered employees.

Time and Attendance

CSEA agrees to negotiate in good faith relative to a County-wide Time and Attendance policy. The parties shall commence discussions within one month after ratification of this agreement.

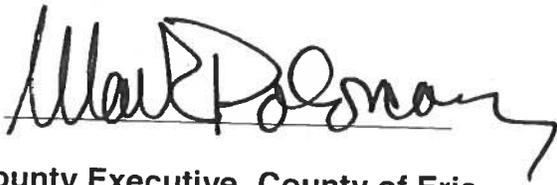
This Tentative Agreement supercedes any settlement of back years, including any legislative imposition or action.

This Tentative Agreement is subject to ratification by the CSEA membership, and the County Legislature.

This proposal represents the complete proposal on behalf of the County and supercedes any previously negotiated proposals or agreements.

All signatories to this tentative agreement agree to recommend ratification of this agreement.

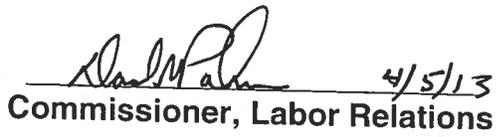
Date: 4/5/13



County Executive, County of Erie



President, CSEA Local 815/Erie Unit



4/5/13
Commissioner, Labor Relations



4/5/13
LRS CSEA