



Committee Meeting: BOT Policy Committee	Date: January 3, 2017
Committee Chair: Kate Masiello – members present page 3	
New	

POLICY NAME: Senior Executive Staff (SES) Terms of Employment

POLICY TYPE: Managerial

SUBMITTED BY: Tracey Cleveland, Director of HR and Talent Management Committee and William Reuter, Chief Administrative and Financial Officer

ISSUE OR STATEMENT OF PURPOSE:

A Resolution was submitted to the ECC Board of Trustees in November 2015 regarding SES salaries and benefits, alongside Resolutions pertaining to the contract settlements of the AAEECC and FFECC contracts. The proposed SES resolution had included the President.

The submission was intended to 1) more clearly define the salary and benefits for SES staff, who had until that point either had a) no governing policy on certain issues, or b) followed informally the AAEECC contract provisions; 2) Address OSC audit concerns regarding the transparency of SES salary & benefits; 3) Keep key employee salaries & benefits at par with the negotiated increases in the AAEECC collective bargaining agreement.

The Resolution for SES in November 2015 was tabled by the Board, except for one portion which was approved pertaining to a retirement incentive for SES.

At the time this SES Resolution was tabled, the Board indicated an ad hoc committee would be assembled to review the SES proposal within a matter of months. This ad hoc committee never formed.

Beginning in September 2016 SES terms of employment was discussed at several ECC Board of Trustee Talent Management and Policy Committee meetings. Based upon those meetings and continued conversations between the Trustees and College President, a Resolution Regarding Senior Executive Staff along with a detailed Terms of Employment document, Performance Evaluation form, Health Insurance coverage, Variable Schedule/Work Hours/Compensatory Time Policy and a Parental Leave Policy was approved at the ECC Board of Trustees meeting of November 21, 2016.

It should be noted that both the Variable Schedule/Work Hour/Compensatory Time Policy as well as the Parental Leave Policy were approved at the Policy Committee on October 18, 2016 and were incorporated as part of the approved SES resolution and terms of employment.



POLICY NAME: Senior Executive Staff (SES) Terms of Employment - **Continued**

CORRECTIVE ACTION PLAN RECOMMENDATION (IF ANY):

Responds either directly or indirectly to the Corrective Action Plan (CAP) items #4a, 4b, 5a, 5c, 8b and 9 as follows:

CAP 4a – “any significant financial decisions regarding such Senior Executive Staff, including the creation of positions, should and will be approved and recorded in the minutes”.

CAP 4b – “the Board of Trustees’ policy and practice includes in its public minutes all reports of the Financial Health and Personnel (now Talent Management) Committees documenting significant financial decisions and monthly personnel changes”.

CAP 5a – “the Board of Trustees will authorize each Senior Executive Staff position and compensation change. Annually, the Board of Trustees will receive details concerning each itemized position through the College’s budget process. All modifications to the approved budget with respect to Senior Executive positions will be subject to Board of Trustees approval and recorded in the minutes”.

CAP 5b – any use of affiliated entities’ revenues for payment of any Senior Executive salary, other compensation or fringe benefits will be approved by the Board of Trustees”.

CAP 8b – “The President will prepare a Senior Executive Staff policy for Board of Trustees approval. As a reference or guideline, the President will use the Erie County government’s Personnel Policies and Procedures policy entitled “Variable Work Schedules and Compensatory Time (Managerial/Confidential Employees)”.

CAP 9 - “The President will prepare a Senior Executive Staff policy for Board of Trustees approval that will include requiring supervisory approval prior to altering work schedules. As a reference or guideline, the President will use the Erie County government’s Personnel Policies and Procedures policy entitled “Variable Work Schedules and Compensatory Time (Managerial/Confidential Employees)”.

NEW OR EDITED POLICY: New. Complete terms of SES employment follows this policy and forms the basis of such policy.

DOES IT SUPERCEDE A POLICY/WHICH ONE: There is no other known policy to this committee. This policy supersedes all prior policies, procedures and practices related to SES executive staff positions prior to November 21, 2016.

POLICY COMMITTEE RECOMMENDED ACTION: The Policy Committee recommends that the Board of Trustees receive this managerial policy upon submission of the College President. This Policy confirms the actions taken by the ECC Board of Trustees on November 21, 2016 related to the attached SES Terms of Employment dated November 21, 2016.



POLICY NAME: Senior Executive Staff (SES) Terms of Employment - **Continued**

Policy Committee Members Present – Trustees Kathleen Masiello, Susan Swarts, and Neal McCallum, Trustee Tim Callan via telephone call in, Senior Vice President of Operations Mike Pietkiewicz, EVP Academic Affairs Rick Washousky, Director of Human Resources Tracey Cleveland and Chief Administrative and Financial Officer William Reuter.

DATE OF BOARD APPROVAL: Expected January 27, 2017.

POLICY COMMITTEE TEAM FOLLOW-UP: CAFO William Reuter is directed to ensure that updated salaries and projected future salaries are reflected in subsequent budgets and SES annual evaluations are conducted.

INFORMATION/INPUT CONSIDERED DURING POLICY COMMITTEE DELIBERATIONS:

Requires Performance Evaluations before any annual increment increases are awarded, subject to the fiscal situation at ECC as well as the Board of Trustees' approval.

Adds some flexible work policies for SES that are on point with national trends and will help elevate ECC as a competitive employer in the job market.

Most of the provisions in this Resolution still mirror those provided to the AAEECC and are consistent with what was presented in November 2015 for Board of Trustee consideration.

Review of Erie County policy regarding compensatory time, AAEECC contractual provisions, and policies at other Colleges regarding parental leave, etc. for incorporation into this policy. Review of the budgetary impact of the proposed changes were reviewed with the incremental increases in salaries offset by health insurance savings.

The President was removed from the SES resolution originally presented to the Board of Trustee in November 2015.

This Policy has been previously reviewed and discussed at the Policy Committee meetings of December 13, 2016 and November 22, 2016. At the meeting of January 3, 2017 the Policy Committee unanimously approved this Policy with edits that have been made to the above. The attached SES Rems of Employment were approved by the ECC Board of Trustees on November 21, 2016.



SENIOR EXECUTIVE STAFF (SES) TERMS OF EMPLOYMENT - Salaries and Benefits

Passed by the Erie Community College Board of Trustees: November 21, 2016

1. Wages

- Effective December 1, 2016 adjust the existing salaries to reflect up to 2% increases across the board salary increase for all SES employees on the payroll as of September 1, 2016 and is only applicable to those SES employees that otherwise did not receive any increase in salary for the 2016-2017 fiscal year.
- Effective September 1, 2017 adjust the salaries to reflect additional increases up to 2% across the board wage increase for all current SES employees.
- Effective September 1, 2018 adjust the revised salaries to reflect additional increases up to 2% across the board wage increase for all current SES employees.
- Effective September 1, 2019 adjust the revised salaries to reflect additional increases up to 2% across the board wage increase for all current SES employees.

All increases effective December 1, 2017 and thereafter will also be based upon the fiscal stability of the college as determined by the College President and the Board of Trustees.

These increases will be contingent upon a favorable annual performance evaluation, a copy of which is attached as “*PERFORMANCE EVALUATION – SENIOR EXECUTIVE STAFF*”.

Current employees of the College who are hired/promoted/ transferred or otherwise moved into another position within SES either from a bargaining unit at the College or from a County position will not be considered a “new” employee for any purpose under this resolution.

2. Vacation Leave Sell Back Option

Effective November 1, 2016 and in future years on September 1st, employees shall be eligible to sell back up to forty (40) hours of vacation each fiscal year. Such employees must always maintain at least eighty (80) hours of vacation leave in their bank in order to be eligible for such sell back. (Balance after sellback must be a minimum of 40 hours). Payment for such sell back shall be made in payroll period 24. For the first year, notification by the employee shall be made no later than December 15, 2016 and payment of the vacation leave shall be made no later than January 30, 2017.

3. Health Insurance During Active Erie Community College Employment

Current Employees (hired on or before November 1, 2016)



SENIOR EXECUTIVE STAFF (SES) TERMS OF EMPLOYMENT - Salaries and Benefits

Passed by the Erie Community College Board of Trustees: November 21, 2016

- Plan Options: Core, Core Plus, Enhanced, Value Plan, High Deductible (Bronze Plan). The Value Plan shall become the base plan effective January 1, 2017.
 - Employees may buy up to the Core or Enhanced Plans at 100% of the complete difference in cost between Value 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 to \$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.
- Effective January 1, 2017, no further Health Reimbursement Account contribution from the Employer shall be due to current employees in the Value Plan.
- Effective January 1, 2017, those SES staff who are paying 0% (hired pre 1/2/93) and 5% (hired between 1/2/93 and 1/1/07) contributions to health insurance premiums will shift to 5% and 10% contributions respectively. Employees hired post 1/1/07 shall remain at a 15% contribution
- Effective January 1, 2018, those SES staff at 5% (hired pre 1/2/93) and 10% (hired between 1/2/93 and 1/1/07) contribution will move to 10% and 15% contribution respectively.
- Effective September 1, 2018 all SES employees will move to a 15% contribution.
- The employer agrees to make available the Bronze Plan for those employees choosing to exercise that option. Contribution rates for the Bronze Plan, if selected by the employee, shall be the same percentages of the Bronze Plan premium as set forth within.
- Active and new employees who elect to sign up for the Bronze Plan will have 50% of the difference in cost between the premium for Value Plan and Bronze Plan placed in a 105-H plan.



SENIOR EXECUTIVE STAFF (SES) TERMS OF EMPLOYMENT - Salaries and Benefits

Passed by the Erie Community College Board of Trustees: November 21, 2016

- An employee who elects the Bronze Plan will be responsible for his or her 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.

New SES Employees (hired after November 1, 2016)

- Upon approval, 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.
 - Employees may buy up to the Core or Enhanced Plans at 100% of the complete difference in cost between Value 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, the new employee contributing 15% would be required to pay 15% of the premium of the Value Plan in addition to \$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 percentage premium contribution for the Core Plus Plan. For example because the employee contributes 15%, he or she will pay 15% of the premium of the Core Plus Plan if he or she chooses that option.
- The employer agrees to make available the Bronze Plan for those employees choosing to exercise that option. Contribution rates for the Bronze Plan, if selected by the employee, shall be the same percentages of the Bronze Plan premium as set forth within.

4. Health Insurance Upon Retirement

Current SES Employees (hired on or prior to November 1, 2016)



SENIOR EXECUTIVE STAFF (SES) TERMS OF EMPLOYMENT - Salaries and Benefits

Passed by the Erie Community College Board of Trustees: November 21, 2016

- The terms of this section apply only to pre-Medicare (pre-age 65) retiree health insurance coverage.
 - **Post-Medicare (Age 65 and above) retiree health insurance coverage remains unchanged for current employees following the terms of the 2007-2011 AAEECC contract. The pertinent portion of the 2007-2011 AAEECC contract (Article 35) pertaining to retiree health insurance is attached as **ARTICLE 35: HEALTH INSURANCE**”.*
- 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.
- In conformity with the provisions of the AAEECC contractual provisions regarding IPA banks, IPA banks for SES will be frozen as of November 1, 2016, but may be utilized toward the sick leave accrual for accumulation of time towards retiree health care as outlined in the 2007-2011 AAEECC contract where use of sick hours are applicable. No further IPA will be accumulated by any SES employee after November 1, 2016.
- For those current employees who Retire on or after November 1, 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 the option of selecting retirement insurance premium contributions in accordance with the 2007-2011 AAEECC agreement or the option set forth in paragraph 2 below.
 - 2) Employees hired between September 1, 2011 and November 1, 2016 shall be provided retiree health insurance contributions in accordance with the following guidelines:
 - Ten (10) years of completed public sector 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.
 - Fifteen (15) or more years of completed public sector service **at the time of the employee’s Retirement**:
Ninety percent (90%) College premium contribution.
Ten percent (10%) Retiree premium contribution.



SENIOR EXECUTIVE STAFF (SES) TERMS OF EMPLOYMENT - Salaries and Benefits

Passed by the Erie Community College Board of Trustees: November 21, 2016

- **Medicare Wraparound Coverage:** Each employee and covered dependent or spouse is required to obtain a Medicare wraparound product when first eligible (not only upon age 65).

New SES Employees (hired after November 1, 2016)

- New SES employees with twenty years of service shall be eligible to participate in the Erie Community College 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.

5. Sick Leave Upon Retirement

New SES Employees (hired after November 9, 2015)

- New SES Employees who Retire with at least twenty (20) 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 amounts shall be added to the HRA Account at the time of Retirement if the employee reaches this milestone.

Any funds remaining in the HRA account upon the death of the employee will revert back to the College.

6. Paid Holidays

- Effective January 1, 2017, eliminate Election Day and Columbus Day as paid holidays and add the day after Thanksgiving as a paid holiday.
- Accordingly, SES staff will enjoy the following paid holidays after January 1, 2017, on an annual basis: New Year’s Day, Martin Luther King Day, Presidents’ Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, the day after Thanksgiving, Christmas day.

SENIOR EXECUTIVE STAFF (SES) TERMS OF EMPLOYMENT - Salaries and Benefits

Passed by the Erie Community College Board of Trustees: November 21, 2016

- If the holiday falls on a Saturday, staff will observe the holiday on the Friday preceding the holiday; if the holiday falls on a Sunday, the staff will observe the holiday on the Monday following the holiday.

7. Variable Schedule/Work Hours and Compensatory Time Policy for SES

The SES policy regarding variable schedule/work hours and compensatory time will go into effect on January 1, 2017.

8. Parental Leave Policy for SES

In recognition of the growing societal emphasis on work-life balance in employee's lives, an SES parental leave policy establishes the availability of up to 6-months (1040 hours) of unpaid Parental Leave to all benefit-eligible SES employees, due to the birth of an employee's child or the placement in an employee's home of an adopted child.

9. Other Benefits Offered to SES Staff

Unless otherwise modified by this resolution, it is agreed that the following Articles only of the AAEC contract shall be applicable to SES staff, as they may be amended by agreement with the AAEC or as amended by the President with respect to SES staff from time to time: Article 25 (Bereavement Leave), Article 26 (Emergency Closing), Article 27 (Jury Duty Leave), Article 28 (Military Leave), Article 29 (Personal Leave), Article 30 (Sick Leave), Article 31 (Leave of Absence without Pay), Article 33 (Vacation Program), Article 37 (College Courses – Tuition Waiver), Article 48 (Equal Opportunities) and Article 60 (Family Tuition Assistance) and Employee Wellness. Regular Part Time ("RPT") SES staff will follow the wage and salary rules set forth in this resolution but will follow the AAEC contract for RPT benefits with respect to health insurance, leave time and tuition waiver established under the AAEC contract article for AAEC RPT employees.

10. Applicability of this Resolution

This resolution applies to all current and future SES Staff, with the exception of the College President. All sections of this Resolution will be in effect on November 1, 2016, unless specifically noted otherwise. The terms of this Resolution supersede any prior Resolutions approved by the Board of Trustees pertaining to these matters for SES employees who retire on or after January 4, 2016.

PERFORMANCE EVALUATION – SENIOR EXECUTIVE STAFF

NAME _____ DATE OF HIRE _____

JOB TITLE _____ DIVISION _____

SUPERVISOR _____

RATER (if other than supervisor) _____

Full Time Part Time Regular Part Time (works 20 or more hours per week)

PURPOSE OF EVALUATION: Annual Probationary Counseling Other

SECTION I: EMPLOYEE PERFORMANCE GOALS AND SELF ASSESSMENT. This is to be completed by the employee and submitted to the Supervisor before the Supervisor completes Section II. Both the employee and supervisor will review the employee’s goals and self assessment at the time the evaluation is discussed. Short narratives, tables and bulleted lists are fine. This part of the evaluation should:

- **promote a culture of respect, accountability, continual learning and innovation/improvement at ECC**
- **provide a snapshot of annual activities and future plans**
- **identify lessons learned**
- **suggest areas for future professional development and goals for upcoming year**

- 1) Identify 2-3 key goals from ECC Excels Strategic Plan addressed by your area in the current fiscal year (September –August), and for each goal, report on the following:
 - a) Activities undertaken in advancing goal within the context of the college mission (i.e., how you operationalized this goal in daily activities)
 - b) Results obtained from these activities (i.e., how you assessed whether the activities worked or didn’t work; quantified whenever possible)
 - c) Lessons learned from reviewing the results
- 2) Identify 2 key goals from ECC Excels Strategic Plan you are focusing on this year, and for each goal, provide the following:
 - a) Rationale for selecting these goals
 - b) Resources that will be allocated to the activities supporting the goals
 - c) Plan for communicating this focus within your area
 - d) Plan for assessing success of activities

- 3) Briefly outline your plan for responding to the budget reductions and difficult financial times:
 - a) How you will involve your team in this activity
 - b) How you will identify areas appropriate for reduction
 - c) Timeline for work

- 4) What barriers or challenges—if any—currently stand in your way of accomplishing your goals? How can your supervisor help in addressing these?

SECTION II: TO BE COMPLETED BY SUPERVISOR/MANAGER

INSTRUCTIONS: A performance evaluation should be completed at least once per year (prior to September 1st). In an employee’s first year of employment at ECC or in a SES position, this evaluation should be completed at least twice.

The performance evaluation is intended to facilitate meaningful communication between an employee and his/her supervisor regarding the employee's work assignments, the supervisor’s performance expectations, individual and departmental goals, and the employee/supervisor relationship. It is also intended to improve the employee's effectiveness and competency, identifying both strengths and possible areas for improvement. It is important that the supervisor make constructive comments aimed at helping the employee, and that both parties have a shared understanding of the standards used by the supervisor, as well as his/her expectations.

Each employee should be evaluated on the factors below that are relevant and applicable to his/her position.

Outstanding: Consistently exceeds expectations and requirements. Truly outstanding (5)	Highly Effective: Consistently meets and frequently exceeds job requirements (4)	Effective/Satisfactory: Meets all job requirements. This is the expected level for all employees. (3)	Needs Improvement: Inconsistency in meeting job requirements. Meets some requirements and minimally meets others. (2)	Unsatisfactory: Does not meet job requirements. Immediate and significant improvement is required. (1)	Factor does not apply to this job: N/A
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GOAL	RATING	COMMENTS
<u>TEAMWORK:</u> Consider how well the employee gets along with other individuals in the performance of job duties; Consider effectiveness of relations and cooperation with coworkers, subordinates, supervisor, other campus departments and the general College community.		

<p><u>COMMUNICATION: (oral and written)</u> Consider employee's effectiveness in communicating general and specific information in an accurate manner and on a timely basis; Consider employee's effectiveness in keeping supervisor and subordinates informed in an objective and timely manner.</p>		
<p><u>LEADERSHIP:</u> Consider employee's demonstrated ability to motivate others to assist in the achievement of job, departmental and campus objectives and goals; Consider ability to effectively delegate, define responsibilities and set priorities.</p>		
<p><u>DECISION MAKING/PROBLEM SOLVING:</u> Consider employee's demonstrated ability to analyze problems and make decisions effectively in support of departmental and institutional objectives. Consider soundness of judgment.</p>		
<p><u>ETHICS/CONCERN FOR OTHERS:</u> Consider extent to which employee exhibits tact and diplomacy; inspires a high trust level; acts decisively and fairly in dealing with job-related concerns; uses authority properly; practices and promotes values of the College.</p>		
<p><u>FISCAL RESPONSIBILITY/ECONOMY:</u> Consider employee's effective use of resources, controlling of costs, adherence to budgetary guidelines, and if applicable, cash handling and fiscal policies/procedures.</p>		
<p><u>TECHNICAL KNOWLEDGE/JOB KNOWLEDGE:</u> Consider the degree of understanding of job requirements; knowledge and technical skills of own and related jobs; and the degree to which the employee remains informed of current</p>		

events, developments, and advancements in the area.		
<u>ACCOUNTABILITY:</u> Consider how consistently employee accepts all responsibility of job; consider how well employee follows through to meet deadlines/schedules/goals with minimum supervision.		
<u>QUALITY OF WORK:</u> Consider the accuracy and thoroughness exhibited in performance of job responsibilities.		
<u>INITIATIVE:</u> Consider the degree to which the employee is self-starting and takes appropriate and independent action when necessary; Consider the employee's willingness to contribute new ideas or methods, and the degree to which he/she actively seeks increased job productivity		
<u>QUANTITY OF WORK:</u> Consider the volume of work regularly produced, and consistency of output and speed.		
<u>SAFETY AND SECURITY:</u> Consider employee's knowledge of applicable safety and security policies, practices and procedures and the extent to which the employee follows and correctly applies those policies/practices/procedures.		
<u>FLEXIBILITY:</u> Consider the employee's willingness to adapt to change, and ability to balance multiple tasks and priorities.		
<u>RELIABILITY:</u> Consider the dependability and conscientiousness of the employee; Consider the employee's punctuality, time and attendance and the extent to which he/she correctly uses vacation, sick or other leave time.		

<p><u>REPRESENTATION AND SERVICE:</u> Consider employee's professionalism, enthusiasm and interest regarding position responsibilities; Consider whether the employee displays an attitude that promotes a positive image of the department and College.</p>		
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OVERALL EVALUATION DESCRIPTION: The overall evaluation should reflect an assessment of the employee's total performance, based upon the factors above. In making the assessment, consider the relative or weighted performance of each factor to the overall job.

OUTSTANDING: Truly exceptional and superior; employee consistently goes above and beyond job expectations; unlikely to find a better performer and/or fit for the position.

HIGHLY EFFECTIVE: Better than satisfactory; employee regularly performs job duties efficiently and thoroughly; employee considered to be among the better individuals to do the job.

EFFECTIVE/SATISFACTORY: Very adequate; employee fulfills expectations of job and is cooperative.

NEEDS IMPROVEMENT: Some duties are performed satisfactorily, but areas of improvement are needed. This rating should be accompanied by a Performance Improvement Program. Please contact Human Resources for Performance Improvement Program Form.

UNSATISFACTORY: Employee has failed to demonstrate consistently the ability or willingness to do the job adequately. Significant improvement is necessary. This rating should be accompanied by a Performance Improvement Program. Please contact Human Resources for Performance Improvement Program Form.

EVALUATOR'S COMMENTS: (e.g. comments regarding employee's overall performance level, achievements and strengths, future performance expectations/goals, areas requiring improvement, actions employee can take to improve and/or sustain performance)

EMPLOYEE'S COMMENTS: (e.g. comments regarding the performance evaluation, job, supervisor, and general comments about working at Erie Community College)

**SECTION III: GOALS FOR UPCOMING YEAR
(To be completed by EMPLOYEE AND MANAGER)**

1.

2.

3.

4.

5.

CONTRACT AGREEMENT

September 4, 2003

Amend health insurance provisions of the collective bargaining agreement, to **take** effect after ratification of this agreement, by deleting current provisions and substituting the following:

1. Current employees and employees who retire after the effective period of the collective bargaining agreement ("future retirees") shall have a single provider for health insurance. Employees shall have a choice among three (3) insurance products: the Enhanced Plan, the Core Plan, or the Value Plan. Future retirees and retirees since January 1, 2003 shall have the Core Plan, except as indicated in paragraph 9 herein. The health care provisions of this agreement are retroactive for eligible employees who retire on or after January 1, 2003.
2. For employees hired prior to January 2, 1993, the employer shall pay one hundred percent of the monthly cost of the Core Plan health insurance product. For employees hired on or after January 1, 1993, the employer shall contribute ninety-five percent (95%) of the monthly cost of the Core Plan health insurance product. For employees hired after September 1, 2007, the employer shall contribute eight-five percent (85%) of the monthly cost of the Core Plan health insurance plan.
3. In addition, employees who chose the Enhanced Plan shall pay the difference in the cost **between** the Core Plan and the Enhanced Plan. An employee required to contribute 5% towards health insurance, shall pay 5% of the monthly cost of the Core Plan, plus the difference between the Core and the Enhanced Plans. For employees hired after September 1, 2007, who choose the Enhanced Plan, shall pay fifteen percent (15%) of the difference in the monthly premiums cost of the Core Plan plus the difference in the cost between the Core Plan and the Enhanced Plan.
4. For employees who chose the Value Plan, the employer shall deposit fifty percent (50%) of the difference in the monthly premium cost between the Core Plan and the Value Plan in an I.R.S. Section 105-h account. Monies deposited in such account shall roll over year to year until expended, or until the employee's death, at which time any unexpended funds shall revert to the County. For employees hired after September 1, 2007, who choose the Value Plan, shall have deposited fifty percent (50%) of the difference in the monthly premiums cost of the Core Plan net of the fifteen percent (15%) required employees contribution and the monthly premium cost of the value plan in an I.R.S. 105-h account.
5. 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. The negotiated provisions of the collective bargaining agreement regarding health insurance **waivers** shall remain in effect.
9. (a) Pre-65 Retirees: The employer shall pay seventy-five percent (75%) of the monthly premium single, family or double rate for the Core plan for eligible employees who retire from County until age 65. The employer shall pay seventy-five percent (75%) 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. The employer shall pay higher percentages of the monthly premiums if the retiree meets the conditions set forth in paragraph 13 herein. 65.

(b) The employer shall pay seventy-five percent (75%) 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. The employer shall pay higher percentages of the monthly premiums if the retiree meets the conditions set forth in paragraph 13 herein. All other employer contributions shall be eliminated.

10. The negotiated provisions of the collective bargaining agreement regarding continued health insurance coverage in certain circumstances (for example: Injury or illness) shall remain in effect.
11. The negotiated provisions of the collective bargaining agreement for eligibility for health Insurance coverage for employees, and employees who retire under this agreement, shall remain in effect.
12. The negotiated provisions of the collective bargaining agreement concerning union participation in, or cooperation with the County, to reduce the cost of health care insurance shall remain in effect.
13. The employer shall pay seventy-five percent (75%) of the monthly premium Core Plan rate for eligible employees who retire from County service with 1600 hours or less of accumulated sick leave. Employees with other accumulated sick leave shall have their health Insurance premiums paid at the following percentages:

Employees who retire with 1700 hours accumulated shall receive 80%.
Employees who retire with 1800 hours accumulated shall receive **85%**.
Employees who retire with 1900 hours accumulated shall receive 90%.
Employees who retire with 2000 hours accumulated shall receive 95%.
Employees who retire with 2100 hours accumulated shall receive 100%.

Employees hired after September 1, 2007, the employer shall pay seventy-five percent (75%) of the monthly premium Core Plan rate for eligible employees who retire from County service with 1700 hours or less of accumulated sick leave. Employees with other accumulated sick leave shall have their health insurance premiums paid at the following percentages:

Employees who retire with 1,800 hours accumulated shall receive 80%.
Employees who retire with 1,950 hours accumulated shall receive **85%**.
Employees who retire with 2,100 hours accumulated shall receive 90%.
Employees who retire with 2,250 hours accumulated shall receive 95%.
Employees who retire with 2,400 hours accumulated shall receive 100%

Core Plan - For employees hired after September 1, 2007, the employer shall contribute 85% of the monthly cost of the Core Plan health Insurance plan.

Enhanced Plan - For employees hired after September 1, 2007, who choose the Enhanced Plan, shall pay 15% of the difference in the monthly premiums cost of the Core Plan plus the difference in the cost between the Core Plan and the Enhanced Plan.

Value Plan - For Employees hired after September 1, 2007, who choose the Value Plan, shall have deposited 50% of the difference in the monthly premiums cost of the Core Plan net of the 15% required employees contribution and the monthly premium cost of the value plan in an t.R.S. 105-h account.

The County shall provide single, double, or family coverage. Family coverage will be provided upon written documentation. All other employer contributions shall be eliminated.

14. Employees who retire under this agreement may exchange accrued compensatory time and/or vacation time for sick credits at the time of retirement up to a maximum of 2100 hours (2400 hours for those hired after 9/1/07). The maximum annual accruals for sick leave shall be eliminated.

AAECC 2007-2011 CBA, Article 35

15. The County shall provide a retirement incentive for the following calendar years in the following amounts. The relevant amount is payable only to those employees who retire in the stated calendar year; they are not cumulative:

2003	\$5,000
2004	\$4,000
2005	\$3,000
2006	\$2,000

This incentive shall be placed in an I.R.S. Section 105-h account. Monies deposited in such account shall roll over from year to year until expended, or until the employee's death, at which time any unexpended funds shall revert to the County. This incentive expires on December 31, 2006. It will not be offered to anyone retiring after December 31, 2006.

16. IPA requests will be deemed granted if not denied at least seven (7) days in advance in writing by the administrator's supervisor and senior executive staff. Administrators who have accumulated 2100 sick hours shall be paid straight time in lieu of IPA accumulation when required to work in excess of the 80 hours per pay period. It is understood that any change in the article dealing with accumulated sick hours (Article 35) shall pertain.
17. This proposal was accepted by all appropriate parties approved and/or ratified by AAECC on September 11, 2003, the Erie County Legislature, and the Board of Erie Community College.
18. The attached health benefit summaries cannot be changed without the approval of the labor-management health insurance panel, the format of which is to be determined by mutual agreement.

Section 36.1

Effective immediately, the Association agrees to participate in any future efforts to reduce the costs of health insurance.

In the event an employee is disabled from work by accident or illness, the Employer agrees to continue his health insurance coverage for the length of his accumulated sick leave, plus 90 days thereafter.

In the event an employee is disabled from work due to pregnancy, the employer agrees to continue her health insurance coverage for the length of her accumulated sick days, plus 120 days.

Dental: The employer shall provide the GHI Spectrum 2000 Full Basic (diagnostic and preventive) Dental Plan for each employee covered under this contract in accordance with the type of coverage (single or family) desired by the employee. The employer shall pay \$5.03 per month for single coverage and \$22.45 per month for family coverage. Any premium costs above those costs set forth in this section shall be paid by the employee on a biweekly payroll deduction. Effective 1/1/97 employees in the AAECC shall receive the GHI preferred for their dental insurance with a cap of \$10.44 for singles and \$41.08 for family.

AAECC 2007-2011 CBA, Article 35

Section 35.2 Insurance Waiver during the annual health coverage open period effective beginning June 1st, 1986 and for all such open periods thereafter, employees who desire to withdraw from any County health insurance coverage shall be permitted to so withdraw upon signing a waiver which is counter signed by the Director of Human Resources and the Commissioner of Erie County Personnel. Administrators eligible for paid medical and dental insurance may waive coverage and receive cash payment in-lieu-of-the benefits. The Administrator who waives family coverage will receive \$100.00 per month. An employee who waives single coverage will receive \$67.00 per month.

Following the effective date of such withdrawal, the employee shall receive each month thereafter a payment of \$100 in lieu of such coverage for each calendar month of such withdrawal. Each monthly payment shall be included in the last paycheck of each calendar month. Employees who so withdraw shall have the option of rejoining the plan only during any subsequent open period.

Employees utilizing this option shall sign a waiver form which shall include a clear acceptance of the responsibility of such a withdrawal by the employee and shall also include a release of liability for both the County and the Association from any claims arising from such withdrawal.

Section 36.3 Full-time and R.P.T. employees will be eligible for coverage the first day of the month following one (1) month of employment.

WAIVER OF INSURANCE

I, hereby for myself, my heirs, executors and administrators, **waive** my rights to health insurance coverage pursuant to the collective bargaining agreement between the County of Erie and the Administrator's Association of Erie Community College and I release any and all rights and claims I may have against the County of Erie, the Administrators Association of Erie community College and their respective representatives as a result of the waiver of insurance coverage to which I was previously entitled. Furthermore, it is understood that once this withdrawal of insurance coverage is in effect, I may not reenter the Insurance plan until the next open period.

Director of Human Resources

Commissioner of Personnel

ARTICLE 36: RETIREMENT PLAN

The County shall provide retirement plans known as "The New Career Retirement Plan" or the "Coordinated-Escalator Plan," whichever is applicable to all employees of the bargaining unit who are eligible under the law.

ARTICLE 37: COLLEGE COURSES-TUITION WAIVER

Employees upon approval of the President or his designee may be permitted to register for and attend tuition waived, any course on any campus provided space exists, provided admission to the course does not affect an escalation of the instructor's compensation, provided that a minimum enrollment of 15 has been met without the tuition waiver registration of any employee, and provided that such attendance in no way interferes with his/her official duties. See Article 56 Tuition **Assistance and** Reimbursement