



COUNTY OF ERIE

MARK C. POLONCARZ

COUNTY EXECUTIVE

September 18, 2026

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

RE: Police Benevolent Association (PBA) 2027-2031 Collective Bargaining Agreement

Dear Honorable Members:

Please find enclosed for your consideration a memorandum and proposed resolution seeking legislative assent and authorizing implementation of a successor Collective Bargaining Agreement between Erie County, Erie County Sheriff's office, and Police Benevolent Association ("PBA").

The proposed agreement covers the period from January 1, 2027, through December 31, 2031, and provides Unit members with mutually beneficial and competitive wage increases and work rule changes. Erie County and the Erie County Sheriff's office are pleased to have reached this agreement.

Should your Honorable Body require additional information, please contact Commissioner Jesutowo Adeniji at the Department of Labor Relations.

Sincerely yours,

A handwritten signature in blue ink, reading "Mark C. Poloncarz".

Mark C. Poloncarz
Erie County Executive

MCP/jp

cc: Commissioner Jesutowo Adeniji, Department of Labor Relations

MEMORANDUM

To: Honorable Members of the Erie County Legislature
From: Departments of Labor Relations and Personnel
Re: Police Benevolent Association (PBA) 2027-2031 Collective Bargaining Agreement
Date: September 18, 2026

SUMMARY

The Departments of Labor Relations and Personnel request Legislative approval of a newly created collective bargaining agreement between Erie County, Erie County Sheriff's office, and Police Benevolent Association. The agreement will cover the period between January 1, 2027, and December 31, 2031.

FISCAL IMPLICATIONS

Employees covered by the agreement will receive a 4% increase in their hourly rate in 2027, followed by a 3.25% wage increase in 2028, and 3.0% annual wage increase in 2029, 2030, and 2031.

The agreement also contains other provisions, a copy of which is attached for your review. The additional costs for each year from 2027 to 2031 are shown in the table below.

Year and applicable increase	Year-over-Year Increase	Compound Annual Increase
2027: 4.0% increase to base pay	\$1,374,256	\$ 1,374,256
2028: 3.25% increase	\$1,154,246	2,528,501
2029: 3.0% increase	\$1,089,763	3,618,265
2030: 3.0% increase	\$1,128,501	4,746,766
2031: 3.0% increase	\$1,165,454	\$ 5,912,220
Projected 5-Year Increase:		\$18,180,008

REASONS FOR RECOMMENDATION

The current collective bargaining agreement with PBA expires on December 31, 2026. The successor agreement reflects the results of good-faith negotiations and provides a balanced package of wage increases, job classification upgrades, and operational provisions that benefit both the County and Unit members. The agreement delivers competitive compensation while maintaining fiscal responsibility and alignment with comparable bargaining trends.

Importantly, this five-year agreement promotes long-term stability and predictability for both the County and the Unit's members, supporting effective workforce planning, retention, and uninterrupted service delivery across County operations.

CONSEQUENCES OF NEGATIVE ACTION

If the proposed agreement is not approved, the existing collective bargaining agreement will expire, leaving the parties without a successor agreement. The matter would then proceed through the impasse procedures before the Public Employment Relations Board for further proceedings. This process introduces uncertainty, as the outcome would be determined by an external body and is therefore less predictable than a negotiated agreement.

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 LABOR RELATIONS AND PERSONNEL

RE: Police Benevolent Association (PBA) 2027-2031 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 certified employee organizations; and,

WHEREAS, PBA represents the Road Patrol Officers employed by Erie County and Erie County Sheriff's office; and,

WHEREAS, the existing collective bargaining agreement between Employer and the Unit will expire on December 31, 2026; and

WHEREAS, Erie County and PBA negotiated a collective bargaining agreement, covering the period between January 1, 2027, and December 31, 2031; and

WHEREAS, Unit membership recently ratified the agreement.

NOW, THEREFORE, BE IT

RESOLVED, that the Erie County Legislature hereby approves the agreement between the Erie County and PBA for the period between January 1, 2027, and December 31, 2031; and be it further

RESOLVED, that authorization is hereby given that all terms and conditions of the successor agreement shall be implemented in full; and be it further

RESOLVED, that the Director of Budget and Management is hereby authorized to make any and all required budgetary adjustments to properly fund the increased costs associated with the 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's Office, Comptroller's Office, Division of Budget and Management, Department of Labor Relations, Department of Personnel, and the Erie County Fiscal Stability Authority.



ERIE COUNTY SHERIFF'S POLICE BENEVOLENT ASSOCIATION

ARTICLE	SECTION	CBA PAGE NO.
XVII WAGES AND CLASSIFICATIONS	2. WAGES	27-28

N/A

MODIFY	
January 1, 2027, Adopt Proposed 2027 Wage Table, all current employees paid at Step 5 for their respective Job Group. Employees hired after January 1, 2027, shall be paid according to the provisions of Section 6, Longevity Payments of this article.	
January 1, 2028, 3% increase	3.25% — four percent J.A 83 three and one-quarter percent J.A 83
January 1, 2029, 3% increase	3.00% — three percent — J.A 83
January 1, 2030, 3% increase	3.00% — three percent — J.A 83
January 1, 2031, 3% increase	3.00% — three percent — J.A 83

N/A

Simon Biegasiwicz, PBA 7/21/26	Jesutowo Adeniji, Erie County 7/20/26	Timothy Donovan, ECSO 7/20/26
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ERIE COUNTY SHERIFF'S POLICE BENEVOLENT ASSOCIATION

ARTICLE	SECTION	CBA PAGE NO.
XVII WAGES AND CLASSIFICATIONS	7. STADIUM DETAIL	29

STRIKE
N/A

MODIFY
N/A

ADD
Those deputies who elect to work the stadium detail during their regularly scheduled shift shall not sustain a loss of paid leave. They shall be paid "Stadium Premium" of an additional one and one half (1 & 1/2) times their regular hourly rate, in addition to their regular hourly rate. J.A. [Signature]

Simon Biegasiewicz, PBA [Signature] 7/20/26	Jesutowo Adeniji, Erie County [Signature] 7/20/26	Timothy Donovan, ECSO [Signature] 7/20/26
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2021-7 Union agrees to withdraw
2021-8 Both Grievances. The total
Proposed is withdrawn.

(2)



ERIE COUNTY SHERIFF'S POLICE BENEVOLENT ASSOCIATION

ARTICLE	SECTION	CBA PAGE NO.
XII HOLIDAYS	1. HOLIDAYS RECOGNIZED AND OBSERVED	17

STRIKE
N/A

MODIFY
New Year's Day Martin Luther King Day Good Friday President's Day Memorial Day Juneteenth Independence Day Labor Day Veteran's Day Thanksgiving Day Christmas Day

ADD
N/A

Simon Biegasiewicz, PBA 	Jesutowo Adeniji, Erie County  7/20/26	Timothy Donovan, ECSO  7/20/26
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ERIE COUNTY SHERIFF'S POLICE BENEVOLENT ASSOCIATION

ARTICLE	SECTION	CBA PAGE NO.
V DUES CHECK OFF AND AUTHORIZATION	2	3

STRIKE

Erie County Sheriff's Police Benevolent Association, Inc.
PO Box 932
Orchard Park, NY 14127

MODIFY

Erie County Sheriff's Police Benevolent Association, Inc.
229 W Genesee St
PO Box 603
Buffalo, NY 14202-9998

Simon Biegasiewicz, PBA

Jesutowo Adeniji, Erie County

Timothy Donovan, ECSO

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Tentative Agreement

EMPLOYER PROPOSAL ONE

The employer shall transition from the current one-week processing cycle to a two-week processing cycle. After transition, employees shall submit all time worked no later than the close of business on the Tuesday immediately following the end of the applicable pay period. Supervisors shall review and approve all submitted time no later than the close of business on the Wednesday immediately following the end of the pay period.

The Implementation of this provision is contingent upon the agreement of all the bargaining units within the Erie County and the Erie County Sheriff government.

Employees shall receive no less than ninety (90) days' advance written notice.

Implementation will result in a one-time three (3) week interval between paychecks. Prior to implementation, the parties may mutually agree to divide the final paycheck issued under the prior payroll cycle into two separate payments, with the second payment issued approximately two (2) weeks after implementation, to mitigate the financial impact of the transition.

The transition may be scheduled during a calendar month in which employees receive three (3) paychecks, where practicable. The transition shall not result in any loss of compensation or earned wages, and employees shall be paid for all time properly worked.

Unforeseen matters may arise in connection with this transition, accordingly, the union and employer agree to act in good faith to resolve such matters and facilitate completion of the transition once all contingencies have been met.

Jesutawo Adeniji ~~Adeniji~~
Timothy Donovan Timothy Donovan
Simon B. Gasiewicz HB

(5)

Tentative Agreement: 7/20/26

EMPLOYER PROPOSAL THREE: SHIFT DIFFERENTIAL AND LINE UP PAY

ARTICLE XVII, SECTION 8: Joint Employers propose the addition of Section 8(b)

8(b) Employees shall not receive lineup pay for any shift or portion of a shift during which they are not physically working, regardless of whether they are in a paid leave status.

ARTICLE XVII, SECTION 5: Joint Employers propose addition of section 5(c)

5(C): Employees eligible for shift differential pay shall not receive such shift differential for any shift or portion of a shift during which they are not physically working, regardless of whether they are in a paid leave status.

ARTICLE XIII, SECTION 3(b): delete language

(b) Vacation pay shall be the regular straight time rate of pay in effect for the employee's regular position at the time he takes his vacation. ~~The vacation pay shall also include shift differential, if applicable, and line up time at the appropriate time and one-half rate.~~

Jesutowo Aderiji ~~How Aderiji~~ 7/20/26
Timothy Donovan ~~Timothy Donovan~~ 7/20/26
Simon Biejasiewicz ~~Simon Biejasiewicz~~ 7/29/26

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Response to Unions Proposal sixteen (bereavement leave)

Reference page: Page 20 of Union proposal packet

Response: *The Joint Employers reject the Union's proposed modification of Article XIV, section 4 in its entirety, but offers the following counter proposal:*

An employee who has a death in the immediate family (parent, spouse, brother, sister, children, grandparents, grandchildren, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, foster child, step child, stepparent or other relative who is an actual member of the employee's household) shall be given time off without loss of pay up to a maximum of **four (4) consecutive work days** from and including the date of death. However, if the death occurs after the employee reports to work, that day will not be counted as one of the **four (4) consecutive workdays** and upon giving appropriate notice, such employee will be allowed to leave for the remainder of the shift without loss of pay. **An employee may elect to hold one bereavement day for a funeral or memorial service conducted outside of the four (4) consecutive workday window. The Employer may require reasonable documentation, including proof of the funeral service, proof of death, and proof of the employee's relationship to the decedent, for purposes of administering this Section.**

 *Adenij* 7/20/26

 7/20/26

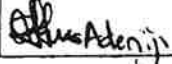
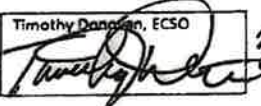


The Employer reserves the right, at any time during negotiations, to modify, withdraw, or amend any proposal previously made, and to make additional proposals on any subject, whether or not previously discussed by the Parties.



ARTICLE	SECTION	CBAPAGENO.
XVII WAGES AND CLASSIFICATIONS	6. LONGEVITY INCREMENTS	28

MODIFY
(a) An employee with a total of seven (7) years of continuous service shall receive one longevity increment. (b) Upon the completion of another three (3) continuous years of service the employee shall receive a second longevity increment. (c) Upon the completion of another three (3) continuous years of service the employee shall receive a third longevity increment. (d) Upon the completion of another three (3) continuous years of service the employee shall receive a fourth longevity increment. (e) Upon the completion of another three (3) continuous years of service the employee shall receive a fifth longevity increment.

Simon Biegasiewicz, PBA 7/22/26 	Jesutowo Adeniji, Erie County  Th426	Timothy Dondan, ECSO 
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9/23/26

Relating to page 2 of PBA Proposal Packet

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