

DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY WATER PURIFICATION DISTRICT 1 CANAL ROAD, SOUTH ALBANY, NEW YORK 12204

REMITTANCE: 112 STATE ST., BASEMENT, ALBANY, NY 12207 PHONE: (518) 447-1611 FAX: (518) 433-0369

www.albanycounty.com

COMMISSION

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ANGELO GAUDIO, P.E. EXECUTIVE DIRECTOR

March 21, 2023

Hon. Andrew Joyce Chairman Albany County Legislature 112 State Street – Suite 710 Albany, New York 12207

Re: CSEA Contract Approval and associated Budget Transfer

Dear Mr. Joyce

The Albany County Water Purification District (District) is requesting approval of the CSEA collective bargaining agreement for the Albany County Water Purification District Unit and the associated budget amendments for the settled compensation. The District Board of Commissioners approved the proposed CSEA contract on April 12, 2023. The contract term for the unit is January 1, 2022 through December 31, 2027. After a lengthy negotiation a summary of the proposed compensation package is summarized below:

- 2022 2% salary adjustment for all CSEA staff
- 2023 2% salary adjustment for all CSEA staff
- 2024 3% salary adjustment for all CSEA staff
- 2025 3% salary adjustment for all CSEA staff
- 2026 3% salary adjustment for all CSEA staff
- 2027 3% salary adjustment for all CSEA staff
- \$2,500 signing bonus for all CSEA staff

To allow for the salary adjustments outlined above the budget amendments presented in the attached budget amendment spreadsheet are being requested.

The requested transfers are not anticipated to negatively impact the District's 2023 budget.

If you have any questions or concerns you may reach me at (518) 447-1617.

Sincerely,

Angelo Gaudio, P.E.

Executive Director

cc: Dennis A. Feeney, Majority Leader Rebekah Kennedy, Majority Counsel Frank Mauriello, Minority Leader Arnis Zilgme, Minority Counsel

Enc: Budget Amendment Spreadsheet

CSEA MOU

	BL	BUDGET LINE	INE	DESCRIPTION	INCREASE DECREASE	UNIT COST	DEPARTMENT NAME
FUND	ORG	OBJ	FOR POSITIONS ONLY	IONS ONLY			
			STATE POS.	POSITION CONTROL			
69	8130	13121	001	630005 SENIOR LABORATORY TE	\$2,024	\$52,121	Sewage Treatment
69	8130	13122	001	630006 LABORATORY TECHNICIA	\$1,840	\$47,342	Sewage Treatment
69	8130	13122	005	630007 LABORATORY TECHNICIA	\$1,840	\$47,342	Sewage Treatment
69	8130	13631	001	630010 SENIOR INSTRUMENT TE	\$2,682	\$69,054	Sewage Treatment
65	8130	17004	100	630012 PROCESS OPERATOR III	\$2,507	\$64,523	Sewage Treatment
69	8130	17004	005	630013 PROCESS OPERATOR III	\$2,507	\$64,523	Sewage Treatment
69	8130	17004	003	630014 PROCESS OPERATOR III	\$2,507	\$64,523	Sewage Treatment
65	8130	17004	004	630015 PROCESS OPERATOR III	\$2,507	\$64,523	Sewage Treatment
69	8130	17004	900	630016 PROCESS OPERATOR III	\$2,507	\$64,523	Sewage Treatment
69	8130	17004	900	630017 PROCESS OPERATOR III	\$2,507	\$64,523	Sewage Treatment
69	8130	17004	200	630018 PROCESS OPERATOR III	\$2,507	\$64,523	Sewage Treatment
69	8130	17004	800	630019 PROCESS OPERATOR III	\$2,507	\$64,523	Sewage Treatment
69	8130	17006	001	630020 PROCESS OPERATOR II	\$2,100	\$54,053	Sewage Treatment
69	8130	17006	005	630021 PROCESS OPERATOR II	\$2,100	\$54,053	Sewage Treatment
69	8130	17006	003	630022 PROCESS OPERATOR II	\$2,100	\$54,053	Sewage Treatment
69	8130	17006	004	630023 PROCESS OPERATOR II	\$2,100	\$54,053	Sewage Treatment
69	8130	17006	900	630024 PROCESS OPERATOR II	\$2,100	\$54,053	Sewage Treatment
69	8130	17006	900	630025 PROCESS OPERATOR II	\$2,100	\$54,053	Sewage Treatment
69	8130	17006	200	630026 PROCESS OPERATOR II	\$2,100	\$54,053	Sewage Treatment
69	8130	17006	800	630027 PROCESS OPERATOR II	\$2,100	\$54,053	Sewage Treatment
69	8130	17006	600	630028 PROCESS OPERATOR II	\$2,100	\$54,053	Sewage Treatment
69	8130	17006	010	630029 PROCESS OPERATOR II	\$2,100	\$54,053	Sewage Treatment
69	8130	17006	011	630030 PROCESS OPERATOR II	\$2,100	\$54,053	Sewage Treatment
69	8130	17006	012	630031 PROCESS OPERATOR II	\$2,100	\$54,053	Sewage Treatment
69	8130	17006	013	630032 PROCESS OPERATOR II	\$2,190	\$56,369	Sewage Treatment
69	8130	17006	014	630033 PROCESS OPERATOR II	\$2,190	\$56,369	Sewage Treatment
69	8130	17006	015	630034 PROCESS OPERATOR II	\$2,190	\$56,369	Sewage Treatment
69	8130	17006	016	630035 PROCESS OPERATOR II	\$2,190	\$56,369	Sewage Treatment
69	8130	17006	017	630036 PROCESS OPERATOR II	\$2,190	\$56,369	Sewage Treatment
69	8130	17006	018	630037 PROCESS OPERATOR II	\$2,190	\$56,369	Sewage Treatment
69 9	8130	17006	019	630038 PROCESS OPERATOR II	\$2,190	\$56,369	Sewage Treatment
69	8130	17006	020	630039 PROCESS OPERATOR II	\$2,190	\$56,369	Sewage Treatment
69	8130	17008	002	630041 PROCESS OPERATOR I	\$1,751	\$45,061	Sewage Treatment
69	8130	17008	900	630044 PROCESS OPERATOR I	\$1,751	\$45,061	Sewage Treatment
69	8130	17008	900	630045 PROCESS OPERATOR I	\$1,751	\$45,061	Sewage Treatment
69	8130	17008	200	630046 PROCESS OPERATOR I	\$1,751	\$45,061	Sewage Treatment

Sewage Treatment	Sewage Treatment	Sewage Treatment	Sewage Treatment	Sewage Treatment	Sewage Treatment	Sewage Treatment	Sewage Treatment	Sewage Treatment	Sewage Treatment	Sewage Treatment	Sewage Treatment	Sewage Treatment	Sewage Treatment	Sewage Treatment	Sewage Treatment	Sewage Treatment	Sewage Treatment	Sewage Treatment	Sewage Treatment	Sewage Treatment	Sewage Treatment	Sanitary Sewers	Sanitary Sewers	Sewage Treatment	Sewage Treatment	Sewage Treatment	Sewage Treatment		Sanitary Sewers	Sanitary Sewers	Sewage Treatment	Sanitary Sewers	
\$45,061	\$63,493	\$63,493	\$32,340 \$52,548	\$52,548	\$52,548	\$52,548	\$52,548	\$46,348	\$46,348	\$58,584	\$64,693	\$69,054	\$54,101	\$55,001	\$37,274	\$37,274	\$37,274	\$37,274	\$37,274	\$51,219	\$46,348	\$52,212	\$50,488	\$325,000	\$52,200	\$105,000	\$351,565	\$3,600	\$5,000	\$9,055	\$36,098	\$261	\$1,572,963
																															\$207,354	\$4,939	\$63,091
\$1,751	\$2,466	\$2,466	\$2,042	\$2,042	\$2,042	\$2,042	\$2,042	\$1,800	\$1,800	\$2,276	\$2,513	\$2,682	\$2,101	\$2,137	\$1,448	\$1,448	\$1,448	\$1,448	\$1,448	\$1,990	\$1,800	\$2,028	\$1,961	\$65,000	\$3,650	\$105,000	\$22,728	\$600	\$5,000	\$734			
		630053 MAINT MECHANIC III	630034 MAINT MECHANIC II			630060 MAINT MECHANIC II	630061 MAINT MECHANIC II	630063 MAINT MECHANIC I	630064 MAINT MECHANIC I	630066 MECH SPECIALIST	630067 MECH SPECIALIST HVAC	630068 ELECTRICIAN	630069 ELECTRICIAN		630074 CUSTODIAL WORKER	630078 LABORER	630079 LABORER	630080 LABORER	630081 LABORER	630086 MAINT CONTROL MECH	630091 MAINT MECHANIC I	620001 COLLECTION SYSTEM ME	620002 COLLECTION SYSTEM MA	Overtime	Longevity	Enhanced	Social Security	Overtime	Enhanced	Social Security	Compensatory Time Payout	Compensatory Time Payout	Appropriated Fund Balance
800	001	002	002	002	900	800	600	001	005	005	001	001	005	001	005	003	004	900	900	001	003	001	100										
17008	17021	17021	17024	17024	17024	17024	17024	17026	17026	17032	17036	17115	17115	17513	18147	18403	18403	18403	18403	16525	17026	17014	17016	19900	19950	19954	89030	19900	19954	89030	19952	19952	0299
8130	8130	8130	8130	8130	8130	8130	8130	8130	8130	8130	8130	8130	8130	8130	8130	8130	8130	8130	8130	8130	8130	8120	8120	8130	8130	8130	8130	8120	8120	8120	8130	8120	O
69	6 6 9	6 G	n o	8 8	65	69	69	69	69	69	69	69	69	69	69	69	69	69	69	69	65	69	69	69	69	69	69	69	69	69	69	69	ტ

				DEPARTMENT NAME				
\$69,182,126	\$54,757			UNIT COST		\$54,757		
\$54,757		\$330,141		DECREASE INCREASE UNIT COST		\$54,757	\$54,757	\$384,898
	\$54,757	\$384,898	S	DECREASE			0\$	\$384,898
Medical Services Therapy	Transfer other Funds	TOTAL APPROPRIATIONS	ESTIMATED REVENUES	DESCRIPTION		Interfund Transfer	TOTAL REVENUES	GRAND TOTAL
	•			INE	OBJ FOR POSITIONS ONLY		•	
44252	99901			BUDGET LINE	OBJ	05031		
6100	9901			В	ORG	5031		
A9	A9				FUND	G5		

MEMORANDUM OF UNDERSTANDING

MADE BY AND BETWEEN THE COUNTY OF ALBANY AND CSEA, Local 1000 AFSCME, AFL-CIO ALBANY COUNTY WATER PURIFICATION DISTRICT UNIT #6000-08, ALBANY COUNTY LOCAL #801 January 25, 2023

The parties agree, subject to the approval by the Albany County Legislature and ratification by CSEA members of the bargaining unit, that all terms of the agreement that expired December 31, 2021 will continue forward except as modified below:

1. DUES DEDUCTIONS AND UNION RIGHTS

Amend; see ATTACHMENT "1".

2. TERM OF AGREEMENT:

The term of the collective bargaining agreement shall be <u>January 1</u>, <u>2022 through December 31</u>, <u>2027</u>.

3. SALARY INCREASE:

Amend **Article V Salary Section 1.**, p. 5, to read as follows: The salaries of all employees shall be adjusted by the following; (See Attachement "2" Salary Schedule, to be added):

1/1/2022 - 2% salary increase, retroactive to 1/1/2022, for all members of the bargaining unit on payroll on 1/1/2022. One-time signing bonus payment of \$2,500 to all titles in the bargaining unit. Any retroactive salary increase shall be paid after ratification by both parties and signing of the final agreement.
\$2,500 signing bonus will be paid in separate check from payroll no more than two pay periods after ratification and signing of the final agreement by both parties.

1/1/2023 - 2% salary increase, retroactive to 1/1/2023

1/1/2024 - 3% salary increase

1/1/2025 - 3% salary increase

1/1/2026 - 3% salary increase

1/1/2027 - 3% salary increase

4. LONGEVITY:

Amend Article V Salary Section 3. Longevity, p. 7, to read as follows:

The County agrees to provide Longevity according to the following:

Effective 1/1/2023, the County agrees to provide Longevity according to the following:

Years of Continuous Service	Amount per Year
3-4	\$150
5-6	\$350
7-9	\$600
10-14	\$900
15-19	\$1250
<u>20+</u>	<u>\$3200</u>

Effective 1/1/2024, the County agrees to provide Longevity according to the following:

Years of Continuous Service	Amount per Year
3-4	\$150
<u>5-6</u>	<u>\$450</u>
<u>7-9</u>	<u>\$850</u>
<u>10-14</u>	<u>\$1200</u>
<u>15-19</u>	<u>\$1850</u>
<u>20+</u>	<u>\$4500</u>

Longevity shall be paid the last pay period of the month in which the employee's anniversary date falls.

All increases applied under this section shall apply to those employees on the payroll on or after the signing of this agreement and/or any employees who have transferred employment within Albany County or separated service due to retirement or disability since January 1, 2022.

5. ABSENCE WITH PAY:

Amend Article VI Absence with Pay Section 1. (a) Holidays, p. 7, to include Juneteenth.

Amend Article VI Absence with Pay Section 1. (b) Holidays, p. 8, to read as follows: An employee who works on a holiday shall be compensated for the holiday at two (2) times his or her regular hourly rate for the number of hours worked. This provision shall apply only on the day the holiday is observed, except for any actual holiday that falls on a weekend worked by Swing Shift Process Operators, who shall receive two (2) times his or her regular rate of pay for all hours worked on the actual holiday.

Add Article VI Absence with Pay Section 1. (g) Sick Leave, p. 9, to read as follows: <u>Employees absent for personal illness for three (3) consecutive days or in excess of three (3) consecutive days shall be required to provide proof of illness.</u>

Add Article VI Absence with Pay Section 10. Other Leaves, p. 18, to read as follows: (g.) If an employee is required to remain absent because of quarantine and presents a written statement of the attending physician or local health officer proving the necessity of such absence for him/herself only, he/she shall be granted leave with pay for the period of required absence without charge against accumulated sick leave, personal leave, vacation or overtime credits for a maximum of five days annually. Prior to return to duty, such employee may be required to submit a written statement from the local health officer having jurisdiction that his/her return to duty will not jeopardize the health of the other employees.

6. LEAVES WITHOUT PAY:

Add Article VII Leaves Without Pay Section 4. Abandonment of Employment, p. 19, to read as follows: Absence of work without approval (unauthorized absences) for a period in excess of seven (7) consecutive workdays will be considered a voluntary resignation.

7. RETIREMENT HEALTH INSURANCE

Add Article X Health and Disability Insurance and Retirement Section 10. Retirement (C), p. 24, to read as follows: <u>Employees must have completed fifteen (15) years of service with the County to be eligible for continuation of health insurance in retirement.</u>

8. WORKING CONDITIONS:

Amend Article XX Working Conditions Section 1. Call in Guarantee, p. 38, to read as follows: <u>(a.) All employees Maintenance Staff</u> who are called in to work prior to or after their regular scheduled workday shall receive a minimum guarantee of <u>four (4) hours pay</u> at the appropriate rate of pay. However, in the instance that an employee is called in within fifteen minutes of his/her arrival time or departure time the employee shall be compensated for actual time worked with no minimum. In addition, all employees who are called in to work prior to or after regular scheduled workday shall be compensated at their overtime rate.

(b.) Any Maintenance Staff* called in on an observed holiday, as established by this agreement, shall be paid one and a half (1.5) times his/her regular rate of pay for at least four (4) hours plus two (2) hours of compensatory time and one and a half (1.5) times his/her regular rate of pay for any time worked beyond the four (4) hours.

(c.) An on-call procedure will be established, and the Executive Director will determine weekly on-call assignments. The on-call assignments will be voluntarily bid using a seniority system; employees will not be allowed to sign up for more than four voluntary assignments and there shall be two cycles of the bid per quarter.

(d.) Titles for on-call assignments are limited to Maintenance Staff*.

* Maintenance Staff includes the following titles: Maintenance Mechanic I, II, III; Mechanic Specialists (Automotive, HVAC, etc.); Collection Systems Maintenance Mechanic; Maintenance Storm Crew; Incinerator Mechanics/Technicians; Electricians; and Laborers.

Amend Article XX Working Conditions Section 3. Work Hours, p. 38, to read as follows:

All employees are required to work forty (40) hours per work week.

All Mechanics, Electricians, Laboratory personnel, Instrument Technicians, and <u>Laborers</u> shall work Monday through Friday 7:00 a.m. to 3:30 p.m.

All Collections System personnel, <u>Laborers</u> <u>Laboratory personnel</u> and Custodial Workers shall work Monday through Friday 7:30 a.m. to 4:00 p.m.

With the exception of the Swing Shift Operators, all Process Operators shall work one of the following sifts:

Shift 1: 11:30 p.m. to 8:00 a.m.

Shift 2: 7:30 a.m. to 4:00 p.m.

Shift 3: 3:30 p.m. to 12:00 a.m.

(meal breaks shall be unpaid for 30 minutes at a time designated by the supervisor)

All Process Operators are to report to the North Plant... (to include remaining language of current CBA)

Amend Article XX Working Conditions Section 5. Out of Title Work, p. 41, to read as follows: Employees who work out of title for at least six consecutive days shall be paid for all days at the higher hourly rate for said work retroactive to the first day of performing any work out of title. However, an employee may refuse to perform out-of-title work if it is either against the law or if it would endanger the life of any person. In addition to the benefits provided for in this Section, the County agrees to abide by New York State Civil Service Law section 61.2.

9. PROBATIONARY PERIOD:

Amend Article XXI Probationary Period Section 1., p. 44, to read as follows: An employee in the competitive, non-competitive or labor classes shall be on probation for a period of <u>fifty-two</u> (52) weeks from the date of appointment. <u>All probationary employees shall be given a performance evaluation after twenty-six</u> (26) weeks of continuous service to determine satisfactory performance for eligibility of the mid-tier pay increase. The twenty-six (26)-week review shall occur twenty-six (26) weeks from the employee's hire date or as soon as possible thereafter. Any employee who is eligible for a higher rate of pay based off that review shall receive a retroactive salary adjustment to the date that is twenty-six (26) weeks from the employee's hire date. If an employee does not receive a satisfactory performance evaluation and mid-tier pay increase after twenty-six (26) weeks of continuous service but successfully completes the fifty-two (52) week probationary period, he/she shall be paid the full 6% pay increase retroactive to fifty-two (52) weeks from the employee's hire date in addition to any and all other pay increases due at that time.

10. MISCELLANEOUS:

Amend **Article XXIII Miscellaneous Section 9.**, p. 47, to read as follows: The County agrees to continue to provide uniforms to <u>Maintenance Staff and five (5) t-shirts to all titles in the</u>

<u>bargaining unit.</u> In addition, the County agrees to continue to provide laundry facilities and laundry soap to all employees.

The County shall provide \$150 allowance for work boots per year to all non-maintenance employees. <u>Maintenance Staff</u> shall be entitled to two (2) allowances of \$150 for work boots per year. Work boots shall meet ASTM F 2413-11 ratings. Employees must submit proof of purchase and ASTM requirement.

Effective 1/1/2023 the annual amount for the above boot allowance shall increase \$10 per allowance for each year of the contract.

In the event an employee does not have proper footwear, the supervisor may send the employee home to change and return to work. At the discretion of the District's Executive Director or the Director's designee, the employee shall be allowed to use paid leave time for the time he/she is out.

Amend Add Article XXIII Miscellaneous Section 19: The parties agree that the County may request negotiations with CSEA regarding a change from weekly pay to bi weekly pay during the life of this agreement.— The parties agree that during the life of this agreement the County may request negotiations with CSEA regarding a change from eight (8) hour shifts to twelve (12) hour shifts and further agree that during the life of this agreement CSEA may request negotiations with the County regarding shift differentials and/or six (6)-month review and mid-tier pay increases.

Add Article XXIII Miscellaneous Section 20: Labor Management Safety and Health Committee, to read as follows: Albany County Water Purification District and CSEA shall establish a Labor/Management Health and Safety Committee. The committee shall be composed of an equal number of representatives appointed by each party and shall be co-chaired by a CSEA and an Employer representative. The general responsibility of the committee will be to promote a safe and healthful workplace by recognizing hazards and recommending abatement of hazards and education programs. To fulfill this responsibility, the committee shall: meet at least quarterly, conduct inspections to find and evaluate hazards, and to offer recommendations for control of potential health and safety hazards; appoint members, as needed, from the area of concern from CSEA to participate in inspections; receive copies of all injury and illness reports, lists of toxic materials and exposure records; promote health and safety education; maintain and review minutes of Health and Safety Committee meetings.

Members of the Health and Safety Committee shall be allowed paid time off from their regular work while performing committee duties and shall also be allowed paid time off for training relating to health and safety.

IN WITNESS WHEREOF, the parties hereto-have representatives on this Walday of	e caused this MOA to be signed by their respective 2023.
THE COUNTY OF ALBANY	CSEA,/Local 1000 AFSCME, AFL-CIO ALBANY COUNTY WATER PURIFICATION DISTRICT UNIT #6000-08
Peter Apostol, Esq., Director Labor Relations	Christopher Disonell, CSEA Unit President
Angelo Gaudio, Director Water District	James A Chem James Ahearn, CSEA Unit Vice President
	William Maloney, CSEA Unit Treasurer Virginia O'Brien, Labor Relations Specialist

ATTACHMENT "1"

- 1. Amend Article III Dues Deduction Section 1. Dues Deductions, p. 5, to read as follows: The Employer shall deduct from the wages of employees and remit, at the end of each month, to CSEA, Inc., 143 Washington Avenue, Albany, New York 12210, regular membership dues and other authorized deductions for those employees who have signed the authorized payroll deductions. All deductions shall be identified by the employee's name and social security number. Such deductions shall be made in accordance with the authorization signed by the member and shall not be revocable unless CSEA notifies the Employer that they are no longer members.
- 2. Amend Article IV Union Rights, p. 6, to read as follows:

Upon the hiring of a new employee, the Employer shall provide the Unit President and the CSEA Labor Relations Specialist the following information:

Employee's Name

Address

Job Title

Department and work location

Within thirty (30) days of providing the above-referenced notice, the Albany County Water Purification District shall allow CSEA to meet with a new employee for a reasonable amount of time, not to exceed forty-five (45) minutes, during his or her work time. There shall be no charge to the leave credits of both the new employee and/or the CSEA representative and the Employer's representative shall not be present unless specifically requested by CSEA.

The Union shall be entitled to receive all personnel information pertaining to the bargaining unit upon request. The District shall have a reasonable period to comply with the request.

ATTACHMENT "2" Starting Salary Schedule (to be added)



CAPITAL REGION OFFICE

1 Lear Jet Lane, Suite 2 Latham, New York 12110

Office: 518-782-4400 • Fax: 518-785-4595

Stay Union * Stay Strong

RONALD BRIGGS

SHANA DAVIS Capital Region President - Executive Vice President

SCOTT GARTLAND DANIELLE KILMER MICHAEL GARFOLO 1st Vice President

2nd Vice President

3rd Vice President

CYNTHIA STILES Secretary

Treasurer

DENISE WARREN Capital Region Director

March 2, 2023

VIA EMAIL AND FIRST-CLASS MAIL

Email: Peter.Apostol@albanycounty.ny.gov

Peter Apostol, Esq. Director of Employee Relations Albany County 112 State Street, 9th Floor Albany, New York 12207

Dear Director Apostol:

Please be advised the CSEA membership of our Albany County Water Purification District Unit, #6000-08, voted to ratify the attached Memorandum of Understanding for the January 1, 2022 - December 31, 2027, successor Collective Bargaining Agreement.

Please notify me upon approval of same by the Albany County Legislature. Should you have any questions, please do not hesitate to contact me.

Thank you in advance for your attention to this matter.

Sincerely.

Labor Relations Specialist

Encl.

D. Warren, Region Director (Via Email Only w/o Encl.)

T. Edwards, Local President (Via Email Only w/o Encl.)

C. Disonell, Unit President (Via Email Only w/Encl.)

A. Gaudio, Director (Via Email Only w/Encl.)