

RESOLUTION NO. 187

APPROVING THE WATER PURIFICATION DISTRICT COLLECTIVE BARGAINING AGREEMENT WITH CSEA LOCAL 1000 – WATER PURIFICATION DISTRICT LOCAL 801 AND AMENDING THE 2023 ALBANY COUNTY BUDGET

Introduced: 5/8/23

By Personnel Committee and Miller:

WHEREAS, The Executive Director of the Water Purification District has requested approval of an agreement with the Civil Service Employees Association, Inc., Albany County Local 1000 – Water Purification District Unit Local 801 (the “Bargaining Unit”) on the terms and conditions of employment for the period of January 1, 2022 through December 31, 2027, and

WHEREAS, Under the terms of the agreement, employees of the Bargaining Unit will receive a 2% raise for the year 2022, retroactive to January 1, 2022, and a one-time payment of \$2,500 to all titles in the bargaining unit; a 2% salary increase for 2023, retroactive to January 1, 2023; a 3% salary increase for 2024, a 3% salary increase for 2025 and a 3% salary increase for 2026; and a 3% salary increase for 2027, and

WHEREAS, Other terms and conditions of employment were modified in accordance with the annexed Memorandum of Understanding ratified by the membership of the Bargaining Unit, now, therefore, be it

RESOLVED, By the Albany County Legislature that the terms and conditions of employment set forth in the existing collective bargaining agreement between the County of Albany and the Bargaining Unit shall continue except as modified by the Memorandum of Understanding annexed hereto, and, be it further

RESOLVED, That the 2023 Albany County Budget is hereby amended to accommodate said agreement as indicated in the spreadsheet annexed hereto, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

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 January 1, 2022 through December 31, 2027.

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 Attachment "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: 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.

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: Employees must have completed fifteen (15) years of service with the County to be eligible for continuation of health insurance in retirement.

8. WORKING CONDITIONS:

Amend Article XX Working Conditions Section 1. Call in Guarantee, p. 38, to read as follows: (a.) All employees *Maintenance Staff* who are called in to work prior to or after their regular scheduled workday shall receive a minimum guarantee of *four (4) hours pay* 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 Laborers shall work Monday through Friday 7:00 a.m. to 3:30 p.m.

All Collections System personnel, ~~Laborers~~ Laboratory personnel 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 shifts:

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 fifty-two (52) weeks from the date of appointment. All probationary employees shall be given a performance evaluation after twenty-six (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 Maintenance Staff and five (5) t-shirts to all titles in the

bargaining unit. 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. Maintenance Staff 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 caused this MOA to be signed by their respective representatives on this 10th day of January 2023.

THE COUNTY OF ALBANY

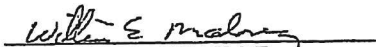

CSEA Local 1000 AFSCME, AFL-CIO
ALBANY COUNTY WATER PURIFICATION
DISTRICT UNIT #6000-08


Peter Apostol, Esq., Director Labor Relations


Christopher Disonell, CSEA Unit President


Angelo Gaudio, Director Water District


James 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)

APPROPRIATIONS						
BUDGET LINE				DESCRIPTION	INCREASE	DECREASE
FUND	ORG	OBJ	FOR POSITIONS ONLY		UNIT COST	DEPARTMENT NAME
STATE POS. POSITION						
CODE CONTROL						
G9	8130	13121	001	630005 SENIOR LABORATORY TE	\$2,024	\$52,121 Sewage Treatment
G9	8130	13122	001	630006 LABORATORY TECHNICIA	\$1,840	\$47,342 Sewage Treatment
G9	8130	13122	002	630007 LABORATORY TECHNICIA	\$1,840	\$47,342 Sewage Treatment
G9	8130	13631	001	630010 SENIOR INSTRUMENT TE	\$2,682	\$69,054 Sewage Treatment
G9	8130	17004	001	630012 PROCESS OPERATOR III	\$2,507	\$64,523 Sewage Treatment
G9	8130	17004	002	630013 PROCESS OPERATOR III	\$2,507	\$64,523 Sewage Treatment
G9	8130	17004	003	630014 PROCESS OPERATOR III	\$2,507	\$64,523 Sewage Treatment
G9	8130	17004	004	630015 PROCESS OPERATOR III	\$2,507	\$64,523 Sewage Treatment
G9	8130	17004	005	630016 PROCESS OPERATOR III	\$2,507	\$64,523 Sewage Treatment
G9	8130	17004	006	630017 PROCESS OPERATOR III	\$2,507	\$64,523 Sewage Treatment
G9	8130	17004	007	630018 PROCESS OPERATOR III	\$2,507	\$64,523 Sewage Treatment
G9	8130	17004	008	630019 PROCESS OPERATOR III	\$2,507	\$64,523 Sewage Treatment
G9	8130	17006	001	630020 PROCESS OPERATOR II	\$2,100	\$54,053 Sewage Treatment
G9	8130	17006	002	630021 PROCESS OPERATOR II	\$2,100	\$54,053 Sewage Treatment
G9	8130	17006	003	630022 PROCESS OPERATOR II	\$2,100	\$54,053 Sewage Treatment
G9	8130	17006	004	630023 PROCESS OPERATOR II	\$2,100	\$54,053 Sewage Treatment
G9	8130	17006	005	630024 PROCESS OPERATOR II	\$2,100	\$54,053 Sewage Treatment
G9	8130	17006	006	630025 PROCESS OPERATOR II	\$2,100	\$54,053 Sewage Treatment
G9	8130	17006	007	630026 PROCESS OPERATOR II	\$2,100	\$54,053 Sewage Treatment
G9	8130	17006	008	630027 PROCESS OPERATOR II	\$2,100	\$54,053 Sewage Treatment
G9	8130	17006	009	630028 PROCESS OPERATOR II	\$2,100	\$54,053 Sewage Treatment
G9	8130	17006	010	630029 PROCESS OPERATOR II	\$2,100	\$54,053 Sewage Treatment
G9	8130	17006	011	630030 PROCESS OPERATOR II	\$2,100	\$54,053 Sewage Treatment
G9	8130	17006	012	630031 PROCESS OPERATOR II	\$2,100	\$54,053 Sewage Treatment
G9	8130	17006	013	630032 PROCESS OPERATOR II	\$2,190	\$56,369 Sewage Treatment
G9	8130	17006	014	630033 PROCESS OPERATOR II	\$2,190	\$56,369 Sewage Treatment
G9	8130	17006	015	630034 PROCESS OPERATOR II	\$2,190	\$56,369 Sewage Treatment
G9	8130	17006	016	630035 PROCESS OPERATOR II	\$2,190	\$56,369 Sewage Treatment
G9	8130	17006	017	630036 PROCESS OPERATOR II	\$2,190	\$56,369 Sewage Treatment
G9	8130	17006	018	630037 PROCESS OPERATOR II	\$2,190	\$56,369 Sewage Treatment
G9	8130	17006	019	630038 PROCESS OPERATOR II	\$2,190	\$56,369 Sewage Treatment
G9	8130	17006	020	630039 PROCESS OPERATOR II	\$2,190	\$56,369 Sewage Treatment
G9	8130	17008	002	630041 PROCESS OPERATOR I	\$1,751	\$45,061 Sewage Treatment
G9	8130	17008	005	630044 PROCESS OPERATOR I	\$1,751	\$45,061 Sewage Treatment
G9	8130	17008	006	630045 PROCESS OPERATOR I	\$1,751	\$45,061 Sewage Treatment
G9	8130	17008	007	630046 PROCESS OPERATOR I	\$1,751	\$45,061 Sewage Treatment
G9	8130	17008	008	630047 PROCESS OPERATOR I	\$1,751	\$45,061 Sewage Treatment
G9	8130	17021	001	630052 MAINT MECHANIC III	\$2,466	\$63,493 Sewage Treatment
G9	8130	17021	002	630053 MAINT MECHANIC III	\$2,466	\$63,493 Sewage Treatment
G9	8130	17024	002	630054 MAINT MECHANIC II	\$2,042	\$52,548 Sewage Treatment
G9	8130	17024	003	630055 MAINT MECHANIC II	\$2,042	\$52,548 Sewage Treatment
G9	8130	17024	005	630057 MAINT MECHANIC II	\$2,042	\$52,548 Sewage Treatment
G9	8130	17024	006	630058 MAINT MECHANIC II	\$2,042	\$52,548 Sewage Treatment
G9	8130	17024	008	630060 MAINT MECHANIC II	\$2,042	\$52,548 Sewage Treatment
G9	8130	17024	009	630061 MAINT MECHANIC II	\$2,042	\$52,548 Sewage Treatment
G9	8130	17026	001	630063 MAINT MECHANIC I	\$1,800	\$46,348 Sewage Treatment
G9	8130	17026	002	630064 MAINT MECHANIC I	\$1,800	\$46,348 Sewage Treatment
G9	8130	17032	002	630066 MECH SPECIALIST	\$2,276	\$58,584 Sewage Treatment
G9	8130	17036	001	630067 MECH SPECIALIST HVAC	\$2,513	\$64,693 Sewage Treatment
G9	8130	17115	001	630068 ELECTRICIAN	\$2,682	\$69,054 Sewage Treatment
G9	8130	17115	002	630069 ELECTRICIAN	\$2,101	\$54,101 Sewage Treatment
G9	8130	17513	001	630072 AUTO MECHANIC 40	\$2,137	\$55,001 Sewage Treatment
G9	8130	18147	002	630074 CUSTODIAL WORKER	\$1,448	\$37,274 Sewage Treatment
G9	8130	18403	003	630078 LABORER	\$1,448	\$37,274 Sewage Treatment
G9	8130	18403	004	630079 LABORER	\$1,448	\$37,274 Sewage Treatment
G9	8130	18403	005	630080 LABORER	\$1,448	\$37,274 Sewage Treatment

G9	8130	18403	006	630081	LABORER	\$1,448		\$37,274	Sewage Treatment
G9	8130	18525	001	630086	MAINT CONTROL MECH	\$1,990		\$51,219	Sewage Treatment
G9	8130	17026	003	630091	MAINT MECHANIC I	\$1,800		\$46,348	Sewage Treatment
G9	8120	17014	001	620001	COLLECTION SYSTEM ME	\$2,028		\$52,212	Sanitary Sewers
G9	8120	17016	001	620002	COLLECTION SYSTEM MA	\$1,961		\$50,488	Sanitary Sewers
G9	8130	19900			Overtime	\$65,000		\$325,000	Sewage Treatment
G9	8130	19950			Longevity	\$3,650		\$52,200	Sewage Treatment
G9	8130	19954			Enhanced	\$105,000		\$105,000	Sewage Treatment
G9	8130	89030			Social Security	\$22,728		\$351,565	Sewage Treatment
G9	8120	19900			Overtime	\$800		\$3,600	
G9	8120	19954			Enhanced	\$5,000		\$5,000	Sanitary Sewers
G9	8120	89030			Social Security	\$734		\$9,055	Sanitary Sewers
G9	8130	19952			Compensatory Time Payout		\$207,354	\$36,098	Sewage Treatment
G9	8120	19952			Compensatory Time Payout		\$4,939	\$261	Sanitary Sewers
G	G	0599			Appropriated Fund Balance		\$63,091	\$1,572,963	
A9	6100	44252			Medical Services Therapy		\$54,757	\$69,182,126	
A9	9901	99901			Transfer other Funds	\$54,757		\$54,757	
					TOTAL APPROPRIATIONS	\$384,898	\$330,141		

ESTIMATED REVENUES									
BUDGET LINE				DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME	
FUND	ORG	OBJ	FOR POSITIONS ONLY						

G5	5031	05031			Interfund Transfer		\$54,757	\$54,757	
					TOTAL REVENUES	\$0	\$54,757		
					GRAND TOTAL	\$384,898	\$384,898		

Adopted by unanimous vote – 5/8/23

State of New York
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 8th day of May, 2023, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 9th day of May, 2023.

A handwritten signature in cursive script, reading "Nicole Chamberlain", is written over a horizontal line.

Clerk, Albany County Legislature