

RESOLUTION NO. 186

APPROVING THE DEPARTMENT OF PROBATION COLLECTIVE BARGAINING AGREEMENT WITH THE PUBLIC EMPLOYEES FEDERATION, AFL-CIO – DIVISION 502 AND AMENDING THE 2023 ALBANY COUNTY BUDGET

Introduced: 5/8/23

By Personnel Committee:

WHEREAS, The Commissioner of the Department of Probation has requested approval of an agreement with the Public Employees Federation, AFL-CIO - Division 502 (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, 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 AGREEMENT

This MEMORANDUM OF AGREEMENT ("MOA") entered into this 16th day of DECEMBER, 2022 by and between the County of Albany New York (the "Employer") and the Public Employees Federation, Division 502, concerning the PEF-represented employees of the Albany County Department of Probation (the "Union" or "PEF"), modifies the Collective Bargaining Agreement ("CBA") between the Employer and the Union that expired on December 31, 2021, as set forth below.

IN WITNESS THEREOF NOW, THEREFORE, it is mutually agreed as follows:

The Albany County Probation bargaining unit contract that expired on December 31, 2021, shall be replaced by a successor agreement that shall continue all terms and conditions except as modified or amended below.

1. TERM OF AGREEMENT (Referenced in various locations throughout the Agreement)

The term of the successor agreement covering Probation Department employees between the Employer and PEF shall be a six-year agreement effective January 1, 2022, through and including December 31, 2027.

2. Article 8, General Wage Increase, Promotions, and Retired Part Time Employees

Article 8 Shall be amended as follows:

ARTICLE 8 SALARY

A. Salary effective dates and amounts

1.	January 1, 2017 22	2% increase to existing salaries
2.	January 1, 2018 23	4 2 3%
3.	January 1, 2019 24	2 3 3%
4.	January 1, 2020 25	2 3 3%
5.	January 1, 2021 26	2 3 3%
6.	January 1, 2027	3%

(SEE ATTACHED SALARY SCHEDULE IN APPENDIX "A")

All salary increases shall be retroactive to their effective dates. Retroactive compensation shall be paid out as soon as practicable after ratification by the membership and approval by the Albany County Legislature. Retroactive compensation shall only apply to those employees on the payroll on the date of the signing of the Total Agreement (contract).

B. Other Salary Provisions

1. (No change to current contract language in #1)
2. (No change to current contract language in #2)

3. Employees promoted from one job classification to another, within the titles of Probation Officer Trainee, Probation Officer P/T, Probation Assistant, and Probation Officer, shall be paid the minimum rate of pay (Step 0) for the job classification into which they are promoted, and will proceed to the next step upon completion of one year of service in the new job classification, except that Probation Assistants at Step 20 who are promoted to Probation Officer shall be placed at Step 3 of the Probation Officer chart, and will proceed to the next step upon completion of one year of service in the new job classification.

4. Any Probation Officer at Step 5 of the Probation Officer Salary schedule who is promoted to Senior Probation Officer shall be placed at Step 1 the appropriate step of the Senior Probation Officer schedule based on their current total years of service with the County and, thereafter, will advance to future steps, if any, based on their total years of service with the County. ~~Effective 1/1/07 a Probation Officer, when promoted will move to the Step 0 of the Senior Probation Officer salary schedule. Any Senior Probation Officer who is promoted to Probation Supervisor shall remain at the appropriate step of the Probation Supervisor schedule based on their current years of service with the County and, thereafter, will advance to future steps, if any, based on their total years of service with the County.~~

5. Salary steps and movement between steps shall be based on the employee's anniversary date within job classification, with the exception of subsections (B)(3) and (B)(4) above, and will be paid on the last pay period of the anniversary month.

6. Any Part Time Probation Officer who is retired from previous public employment and collecting a pension simultaneously while working for the Employer in a part time position subject to the provisions of Chapter 51-A, Article 7, Section 212 of the Laws of the State of New York (and any other relevant Local, State, or Federal law, rule, or regulation as may be enacted or amended) shall earn the same wages as all other Part Time Probation Officers as reflected in this Section and in Appendix A, except that, such officers' salaries may, with the consent of the Officer, be capped when they reach the maximum allowable earnings as set forth in the relevant statute. Any such restricted Officers who are on track to earn additional income from the Employer above and beyond base salary, such as, but not limited to Warrant Squad Stipend, shall coordinate with the Employer to adjust working hours, schedules, and assignments in such a way as is mutually beneficial to the Employer and the employee while ensuring the employee does not exceed income caps set by law.

7. Upon ratification of this Agreement, any existing Senior Probation Officers or Probation Supervisors who are currently at a step on the salary chart that is less than their current years of service with the County shall be advanced to the appropriate step of their title salary chart based on their total years of service with the County.

C. Warrant Squad Stipend

(No change to current contract language in Section C)

3. RATIFICATION BONUS (Article 8, New Section D)

A one-time ratification bonus of \$3,000 shall be paid to all bargaining unit employees who are on payroll status as of the date of ratification of this Agreement and execution of the final CBA. Such bonus shall not be added to base and is a one-time lump-sum bonus payment. Such bonus payment shall be paid to all

eligible employees immediately as soon as is practicable following the ratification and implementation of the Agreement. Any employee eligible for this bonus who is on payroll as of the date of ratification, who subsequently retires or otherwise separates from service with the County, shall receive this ratification bonus payment in full.

4. LONGEVITY (Article 9)

The proposal to alter the Article 9 longevity chart, made during collective bargaining by the Employer, that was accepted by the Union and initialed as "TA'd" (Tentatively Agreed) by the parties' Chief Negotiators on March 16, 2022, is hereby rescinded. Instead, the parties agree that the longevity chart in the existing contract will initially remain unchanged. Then, effective January 1, 2023, the longevity chart will be amended as follows:

Effective January 1, 2023

<u>Years of Continuous Full Time Service</u>	<u>Amount</u>
7-9	\$500.00
10-14	\$650.00
15-19	\$1,150.00
20-24 20+	\$1,400 \$5,000.00
25+	\$1,900

5. TWENTIETH YEAR STEP ON SALARY CHART (Appendix A)

Effective January 1, 2022, all general wage charts shall add an additional wage step for employees reaching their 20th year of service. Such wages listed in the newly added 20th year steps with effective dates preceding the date of implementation of this agreement shall be fully retroactive and paid immediately as soon as practicable following the implementation of this Agreement. (A copy of the new salary charts which include this additional 20th step as well as the general wages increases listed in item #2 above is attached to this MOA)

6. BEREAVEMENT LEAVE (Article 20)

The existing language in the current agreement in Article 20 concerning Bereavement Leave shall be amended as follows:

**ARTICLE 20
BEREAVEMENT LEAVE**

Each employee shall be granted up to five (5) days bereavement leave per death for death in the employee's immediate family. The immediate family is defined as an employee's spouse, domestic partner, parents, ~~stepparents~~, guardian, children, stepchildren, ~~brother or sister~~ siblings, and stepsiblings.

Each employee shall be granted one (1) day bereavement leave per death for family members not defined in immediate family, to include: Grandparents, grandchildren, parents-in-law, ~~brother or sisters~~ siblings-in-law, sons, daughterchildren-in-law, parent's siblings, and nieces and nephews sibling's children.

7. JUNETEENTH (Article 29)

The Juneteenth holiday shall be added as a twelfth (12th) holiday in Article 29 of the agreement.

8. PERSONNEL RECORDS (Article 32)

Article 32 of the Agreement shall be amended as per the bargaining proposal made by the Union on September 17, 2021 at 10:16 am, and initialed as "TA'd" (Tentatively Agreed) by the parties' Chief Negotiators on June 17, 2022. (A copy of this proposed new language is attached to this MOA)

9. HEALTH INSURANCE IMPROVEMENTS

The County will implement improvements to the hearing, vision, and dental insurance, at no additional cost to the employees, as outlined in the proposal presented to the Union by the Employer, and which was initialed as "TA'd" by the Chief Negotiators on March 16, 2022. (A copy of the insurance improvements is attached to this MOA) Such insurance improvements, to the extent they are not already in effect, will go into effect immediately as soon as practicable following the implementation of this agreement.

10. RATIFICATION AND LEGISLATIVE ACTION

It is understood by the parties that the amended agreement as set forth in the provisions above is subject to ratification by the membership of PEF Division 502 as well as ratification and acceptance by the Executive Board of PEF. Further, certain provisions of this agreement must be implemented through legislative action by the Legislature of the County of Albany New York. Both parties mutually agree to make every effort to positively affect the ratification and legislative actions referenced above as quickly as possible. If such ratification and legislative steps fail to approve the modified agreement as described herein, the parties mutually agree to resume collective bargaining for a successor agreement in good faith.

WHEREFORE, we have hereunto set our hands and agree on this 16 day of DECEMBER, 2022

For the County of Albany New York:

By: Peter Apostol
Peter Apostol
Director of Labor Relations

By: William Connors
William Connors
Director, Department of Probation

For the Public Employees Federation, Division 502

By: Shaun Francis
Shaun Francis
PEF Field Representative

By: Patricia Drautz
Patricia Drautz
PEF Division 502 Council Leader

APPROPRIATIONS

		ACCOUNT NO.				RESOLUTION DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
A	3140	1	4203	001	380005	PROBATION SUPERVISOR	\$9,421.00		\$81,782.00	PROBATION
A	3140	1	4203	002	380006	PROBATION SUPERVISOR	\$9,421.00		\$81,782.00	PROBATION
A	3140	1	4203	004	380008	PROBATION SUPERVISOR	\$6,923.00		\$81,782.00	PROBATION
A	3140	1	4203	005	380009	PROBATION SUPERVISOR	\$6,923.00		\$81,782.00	PROBATION
A	3140	1	4203	006	380010	PROBATION SUPERVISOR	\$9,421.00		\$81,782.00	PROBATION
A	3140	1	4203	007	380011	PROBATION SUPERVISOR	\$9,421.00		\$81,782.00	PROBATION
A	3140	1	4203	009	380158	PROBATION SUPERVISOR	\$9,421.00		\$81,782.00	PROBATION
A	3140	1	4203	010	380014	PROBATION SUPERVISOR	\$3,176.00		\$81,782.00	PROBATION
A	3140	1	4203	011	380015	PROBATION SUPERVISOR	\$3,176.00		\$81,782.00	PROBATION
A	3140	1	4203	012	380130	PROBATION SUPERVISOR	\$3,176.00		\$81,782.00	PROBATION
A	3140	1	4203	013	380160	PROBATION SUPERVISOR	\$3,176.00		\$81,782.00	PROBATION
A	3140	1	4203R	001	380171	PROBATION SUPERVISOR RTA	\$9,421.00		\$81,782.00	PROBATION
A	3140	1	4203R	002	380172	PROBATION SUPERVISOR RTA	\$9,421.00		\$81,782.00	PROBATION
A	3140	1	4213	001	380016	SENIOR PROBATION OFFICER	\$5,055.00		\$70,501.00	PROBATION
A	3140	1	4213	002	380017	SENIOR PROBATION OFFICER	\$5,055.00		\$70,501.00	PROBATION
A	3140	1	4213	004	380019	SENIOR PROBATION OFFICER		\$11,000.00	\$74,401.00	PROBATION
A	3140	1	4213	005	380020	SENIOR PROBATION OFFICER	\$8,955.00		\$74,401.00	PROBATION
A	3140	1	4213	006	380021	SENIOR PROBATION OFFICER	\$8,955.00		\$74,401.00	PROBATION
A	3140	1	4213	007	380022	SENIOR PROBATION OFFICER	\$6,638.00		\$74,401.00	PROBATION
A	3140	1	4213	008	380023	SENIOR PROBATION OFFICER		\$9,000.00	\$74,401.00	PROBATION
A	3140	1	4213	009	380165	SENIOR PROBATION OFFICER	\$5,055.00		\$70,501.00	PROBATION
A	3140	1	4213	010	380166	SENIOR PROBATION OFFICER	\$8,955.00		\$74,401.00	PROBATION
A	3140	1	4213	001	380196	SENIOR PROBATION OFFICER RTA	\$8,955.00		\$74,401.00	PROBATION
A	3140	1	4213	002	380197	SENIOR PROBATION OFFICER RTA	\$8,955.00		\$74,401.00	PROBATION
A	3140	1	4223	001	380024	PROBATION OFFICER		\$15,000.00	\$47,657.00	PROBATION
A	3140	1	4223	002	380025	PROBATION OFFICER	\$5,717.00		\$69,964.00	PROBATION
A	3140	1	4223	003	380026	PROBATION OFFICER	\$3,064.00		\$56,651.00	PROBATION
A	3140	1	4223	005	380028	PROBATION OFFICER	\$2,596.00		\$66,843.00	PROBATION
A	3140	1	4223	006	380029	PROBATION OFFICER	\$3,064.00		\$56,651.00	PROBATION
A	3140	1	4223	007	380030	PROBATION OFFICER	\$3,064.00		\$56,651.00	PROBATION
A	3140	1	4223	008	380031	PROBATION OFFICER	\$2,596.00		\$66,843.00	PROBATION
A	3140	1	4223	010	380033	PROBATION OFFICER	\$6,031.00		\$61,345.00	PROBATION
A	3140	1	4223	011	380034	PROBATION OFFICER	\$2,095.00		\$53,953.00	PROBATION
A	3140	1	4223	012	380035	PROBATION OFFICER	\$2,596.00		\$66,843.00	PROBATION
A	3140	1	4223	013	380036	PROBATION OFFICER	\$2,382.00		\$61,345.00	PROBATION
A	3140	1	4223	014	380037	PROBATION OFFICER	\$3,064.00		\$56,651.00	PROBATION
A	3140	1	4223	016	380039	PROBATION OFFICER		\$26,000.00	\$47,657.00	PROBATION
A	3140	1	4223	018	380041	PROBATION OFFICER	\$5,095.00		\$66,843.00	PROBATION
A	3140	1	4223	019	380042	PROBATION OFFICER	\$6,031.00		\$61,345.00	PROBATION
A	3140	1	4223	020	380043	PROBATION OFFICER	\$2,382.00		\$61,345.00	PROBATION
A	3140	1	4223	021	380044	PROBATION OFFICER	\$5,095.00		\$66,843.00	PROBATION
A	3140	1	4223	023	380046	PROBATION OFFICER	\$2,382.00		\$61,345.00	PROBATION
A	3140	1	4223	024	380047	PROBATION OFFICER	\$2,596.00		\$66,843.00	PROBATION
A	3140	1	4223	025	380048	PROBATION OFFICER		\$19,000.00	\$53,953.00	PROBATION
A	3140	1	4223	026	380049	PROBATION OFFICER	\$2,382.00		\$61,345.00	PROBATION
A	3140	1	4223	028	380051	PROBATION OFFICER	\$5,717.00		\$69,964.00	PROBATION
A	3140	1	4223	030	380053	PROBATION OFFICER	\$3,064.00		\$56,651.00	PROBATION
A	3140	1	4223	032	380055	PROBATION OFFICER	\$2,382.00		\$61,345.00	PROBATION
A	3140	1	4223	033	380056	PROBATION OFFICER	\$3,032.00		\$55,752.00	PROBATION
A	3140	1	4223	038	380061	PROBATION OFFICER	\$3,032.00		\$55,752.00	PROBATION
A	3140	1	4223	039	380062	PROBATION OFFICER	\$3,032.00		\$55,752.00	PROBATION
A	3140	1	4223	042	380065	PROBATION OFFICER	\$6,031.00		\$61,345.00	PROBATION
A	3140	1	4223	043	380066	PROBATION OFFICER	\$2,382.00		\$61,345.00	PROBATION
A	3140	1	4223	044	380067	PROBATION OFFICER		\$15,000.00	\$47,657.00	PROBATION
A	3140	1	4223	045	380068	PROBATION OFFICER	\$2,382.00		\$61,345.00	PROBATION
A	3140	1	4223	046	380069	PROBATION OFFICER	\$2,596.00		\$66,843.00	PROBATION
A	3140	1	4223	047	380070	PROBATION OFFICER	\$2,495.00		\$64,243.00	PROBATION
A	3140	1	4223	048	380071	PROBATION OFFICER	\$3,064.00		\$56,651.00	PROBATION
A	3140	1	4223	049	380072	PROBATION OFFICER	\$3,098.00		\$57,549.00	PROBATION
A	3140	1	4223	050	380073	PROBATION OFFICER	\$2,596.00		\$66,843.00	PROBATION
A	3140	1	4223	051	380074	PROBATION OFFICER		\$15,000.00	\$47,657.00	PROBATION
A	3140	1	4223	052	380075	PROBATION OFFICER	\$2,382.00		\$61,345.00	PROBATION
A	3140	1	4223	053	380076	PROBATION OFFICER		\$13,000.00	\$66,843.00	PROBATION
A	3140	1	4223	054	380077	PROBATION OFFICER	\$5,717.00		\$69,964.00	PROBATION
A	3140	1	4223	055	380126	PROBATION OFFICER		\$15,000.00	\$47,657.00	PROBATION
A	3140	1	4223	057	380128	PROBATION OFFICER		\$10,294.00	\$53,953.00	PROBATION
A	3140	1	4223	058	380129	PROBATION OFFICER	\$2,095.00		\$53,953.00	PROBATION
A	3140	1	4223	059	380135	PROBATION OFFICER	\$2,596.00		\$66,843.00	PROBATION
A	3140	1	4223	063	380057	PROBATION OFFICER	\$2,596.00		\$66,843.00	PROBATION
A	3140	1	4223	065	380154	PROBATION OFFICER	\$3,098.00		\$57,549.00	PROBATION
A	3140	1	4223	066	380155	PROBATION OFFICER	\$2,495.00		\$64,243.00	PROBATION
A	3140	1	4223	067	380156	PROBATION OFFICER		\$15,000.00	\$47,657.00	PROBATION
A	3140	1	4223	068	380157	PROBATION OFFICER	\$2,382.00		\$61,345.00	PROBATION
A	3140	1	4223	069	380163	PROBATION OFFICER		\$15,000.00	\$47,657.00	PROBATION

A	3140	1	4223R	001	380186	PROBATION OFFICER RTA	\$3,032.00		\$55,752.00	PROBATION
A	3140	1	4223R	002	380187	PROBATION OFFICER RTA	\$3,032.00		\$55,752.00	PROBATION
A	3140	1	4223R	003	380188	PROBATION OFFICER RTA	\$3,032.00		\$55,752.00	PROBATION
A	3140	1	4223R	004	380189	PROBATION OFFICER RTA	\$2,992.00		\$54,850.00	PROBATION
A	3140	1	4223R	005	380190	PROBATION OFFICER RTA	\$2,992.00		\$54,850.00	PROBATION
A	3140	1	4223R	006	380191	PROBATION OFFICER RTA	\$2,992.00		\$54,850.00	PROBATION
A	3140	1	4223R	007	380192	PROBATION OFFICER RTA		\$10,000.00	\$53,953.00	PROBATION
A	3140	1	4223R	008	380193	PROBATION OFFICER RTA	\$2,992.00		\$54,850.00	PROBATION
A	3140	1	4223R	009	380194	PROBATION OFFICER RTA	\$2,992.00		\$54,850.00	PROBATION
A	3140	1	4224	001	380078	PROBATION OFFICER - P.T.	\$1,298.00		\$33,421.00	PROBATION
A	3140	1	4224	002	380079	PROBATION OFFICER - P.T.	\$4,419.00		\$36,542.00	PROBATION
A	3140	1	4224	003	380080	PROBATION OFFICER - P.T.	\$4,419.00		\$36,542.00	PROBATION
A	3140	1	4224	004	380081	PROBATION OFFICER - P.T.	\$4,419.00		\$36,542.00	PROBATION
A	3140	1	5311	002	380084	PROBATION ASSISTANT	\$1,771.00		\$45,609.00	PROBATION
A	3140	1	5311	003	380085	PROBATION ASSISTANT		\$19,000.00	\$38,618.00	PROBATION
A	3140	1	5311	004	380086	PROBATION ASSISTANT		\$8,000.00	\$38,618.00	PROBATION
A	3140	1	5311	006	380088	PROBATION ASSISTANT	\$4,268.00		\$48,106.00	PROBATION
A	3140	1	5311	009	380090	PROBATION ASSISTANT	\$5,141.00		\$55,128.00	PROBATION
A	3140	1	5311	010	380091	PROBATION ASSISTANT	\$1,771.00		\$45,609.00	PROBATION
A	3140	1	5311	011	380092	PROBATION ASSISTANT	\$5,141.00		\$55,128.00	PROBATION
A	3140	1	5311	012	380093	PROBATION ASSISTANT	\$5,141.00		\$55,128.00	PROBATION
A	3140	1	5311R	001	380195	PROBATION ASSISTANT RTA	\$2,436.00		\$40,413.00	PROBATION
A	3140	8	9030			Social Security	\$10,600.00		\$544,493.00	
A9	3140	1	9954			Enhanced Pay	\$264,000.00		\$264,000.00	PROBATION
A9	3140	1	9911			Holiday Pay	\$723.00		\$723.00	PROBATION
A9	3140	1	9950			Longevity	\$63,650.00		\$166,200.00	PROBATION
A		0	0599			Appropriated Fund Balance		\$198,741.00		
A9	6100	4	4252			Medical Service Therapy		\$278,789.00		