

RESOLUTION NO. 232

APPROVING THE DEPARTMENT OF GENERAL SERVICES COLLECTIVE BARGAINING AGREEMENT WITH CSEA LOCAL 1000 – DEPARTMENT OF GENERAL SERVICES LOCAL 801 AND AMENDING THE 2023 ALBANY COUNTY BUDGET

Introduced: 6/12/23

By Personnel Committee and Miller:

WHEREAS, The Albany County Clerk has requested approval of an agreement with Civil Service Employees Association, Inc., Albany County Local 1000 – Department of General Services Unit (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 \$3,000 signing bonus to each member of 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; 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, as 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 collective bargaining agreement between the County of Albany and the Bargaining Unit is approved 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.



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 SCOTT GARTLAND DANIELLE KILMER MICHAEL GARFOLO CYNTHIA STILES STACEY DEYO DENISE WARREN
Capital Region President Executive Vice President 1st Vice President 2nd Vice President 3rd Vice President Secretary Treasurer Capital Region Director

April 11, 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 Department of General Services Unit, #6000-05, 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,

Virginia M. O'Brien
Labor Relations Specialist

Encl.

cc: D. Warren, Region Director (*Via Email Only w/o Encl.*)
A. Lashway, Unit President (*Via Email Only w/ Encl.*)
S. Allardice, Deputy Commissioner (*Via Email Only w/ Encl.*)



MEMORANDUM OF UNDERSTANDING

MADE BY AND BETWEEN
THE COUNTY OF ALBANY AND CSEA, Local 1000 AFSCME, AFL-CIO
ALBANY COUNTY DEPARTMENTS OF GENERAL SERVICES #6000-05
ALBANY COUNTY LOCAL 801
March 22, 2023

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

1. DUES DEDUCTION AND UNION RIGHTS:

Amend; see Attachment "1"

2. TERM OF THE AGREEMENT:

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

3. COMPENSATION:

Amend **Article VII General Salary increase Section 1. Salary Increases**, p.4, to read as follows:

The Salary Schedule shall be increased as follows:

1/1/2022 – 2%, retroactive to 1/1/2022, plus one-time payment of \$3,000 per each member of the bargaining unit. Any retroactive salary increase shall be paid after ratification and signing of the final agreement by both parties. \$3,000 signing bonus shall 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%, retroactive to 1/1/2023*

1/1/2024 – 3%

1/1/2025 – 3%

1/1/2026 – 3%

1/1/2027 – 3%

*In addition to the above salary increases, employees in the title of Building Maintenance Mechanic, Senior Maintenance Mechanic, Building Maintenance Helper, and Security Guard

shall receive an additional 2% increase retroactive to 1/1/2023 (for a total of 4% increase in 2023 for those titles).

Amend Salary Schedules (to be added)

Amend **Article VII General Salary Increase Section 2. Longevity**, p. 5, to read as follows:

The following longevity chart shall be in effect January 1, 2023:

<u>YEARS OF COMPLETED SERVICE</u>	<u>AMOUNT</u>
<u>3-4</u>	<u>\$150</u>
<u>5-6</u>	<u>\$350</u>
<u>7-9</u>	<u>\$600</u>
<u>10-14</u>	<u>\$1000</u>
<u>15-19</u>	<u>\$1500</u>
<u>20+</u>	<u>\$3200</u>

The following longevity chart shall be in effect January 1, 2024:

<u>YEARS OF COMPLETED SERVICE</u>	<u>AMOUNT</u>
<u>3-4</u>	<u>\$150</u>
<u>5-6</u>	<u>\$350</u>
<u>7-9</u>	<u>\$600</u>
<u>10-14</u>	<u>\$1000</u>
<u>15-19</u>	<u>\$1500</u>
<u>20+</u>	<u>\$5000</u>

This will be an annual payment, which is not added to the base salary. Payment will be made on the last pay period of the month of the employee's anniversary date. There is no prorating longevity. Longevity is based on total service with Albany County in accordance with County policy.

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 within Albany County or separated service due to retirement or disability since January 1, 2022.

4. ABSENCE WITH PAY:

Amend **Article VIII Absence with Pay Section 1(b) Holidays**, p.5, to include Juneteenth holiday.

Amend **Article VIII Absence with Pay Section 7(f) Leave for Bereavement**, p. 16 to read as follows:

Leave for bereavement: Employees shall be allowed three (3) days bereavement leave per death for those defined as the immediate family. Immediate family shall be defined as an employee's spouse, mother, father, child, brother, sister, or surrogate parent. The employee will be allowed one (1) day bereavement leave per death for grandparents, grandchildren, aunts, uncles, mother-in-law, father-in-law, sister-in-law, and brother-in-law. Bereavement leave shall not accumulate nor be liquidated by cash for unused bereavement leave at the time of separation, retirement or death.

For those employees who are living in the same household with an individual who is not related in the manner listed above, such employees shall be entitled to three (3) days bereavement leave upon the following conditions:

- ~~1) The employee designates the name of such person with the County;~~
- ~~2) The employee assumes the responsibility of updating such designation as changes occur;~~
~~and~~
- ~~3) The County agrees to keep such information confidential.~~

5. RETIREMENT HEALTH INSURANCE BENEFIT:

Amend **Article XIII Health Insurance Section 5 Retirement**, p. 25, to read as follows:

The County shall continue the New York State Retirement Plan 75-i. Effective on or before April 1, 1997, the County shall provide benefits pursuant to Section 41-j of the Retirement and Social Security Law. Effective January 1, 2022, employees must have completed fifteen (15) years of continuous service with the County to be eligible for continuation of health insurance in retirement.

6. MISCELLANEOUS:

Amend **Article XXVII Miscellaneous** by adding **Section 20. a new Labor-Management Safety and Health Committee**, to read as follows:

Albany County Department of General Services 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:

- a. Meet at least quarterly.
- b. Conduct inspections to find and evaluate hazards, and to offer recommendations for control of potential health and safety hazards.
- c. Appoint members, as needed, from the area of concern from CSEA to participate in inspections.
- d. Receive copies of all injury and illness reports, lists of toxic materials and exposure records.
- e. Promote health and safety education.
- f. 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.

7. TITLES:

Amend **Appendix A**, p. 48 to reflect all titles in the bargaining unit.

8. OTHER:

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be signed by their respective representatives on this 22nd day of March 2023.


THE COUNTY OF ALBANY

CSEA, Local 1000 AFSCME, AFL-CIO
ALBANY COUNTY DGS Unit #6000-05


Peter Apostol, Esq.
Director Labor Relations


Scott Allardice, Deputy Commissioner DGS

 3/22/23
Anjolette Lashway, CSEA Unit President


Virginia O'Brien, Labor Relations Specialist

ATTACHMENT "1"

1. Amend **Article III Dues Deduction Section 1. Dues Deductions**, p. 1, 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. Strike **Article III Dues Deduction Section 2. Agency Shop**: The Employer agrees to comply with the New York State Civil Service Law, [as amended], in regard to agency shop deductions.

3. Amend **Article IV Union Rights**, p. 3, to add new **Section 2** 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 Departments of Social Services; Children, Youth & Families; Aging 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 Department shall have a reasonable period to comply with the request.

ATTACHMENT "2" SALARY SCHEDULES (to be added)

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				APPROPRIATIONS		
BUDGET LINE			DESCRIPTION	INCREASE	DECREASE	UNIT COST
FUND	ORG	OBJ	FOR POSITIONS ONLY			
			STATE POS. POSITION CODE CONTROL			
A91164	18147	001	680005 CUSTODIAL WORKER	\$1,570.00		\$40,402.00
A91164	18147	002	680006 CUSTODIAL WORKER	\$1,570.00		\$40,402.00
A91164	18147	003	680036 CUSTODIAL WORKER	\$1,570.00		\$40,402.00
A91164	18147	004	680037 CUSTODIAL WORKER	\$1,570.00		\$40,402.00
A91164	18147	005	680038 CUSTODIAL WORKER	\$1,570.00		\$40,402.00
A91164	18147	006	680039 CUSTODIAL WORKER	\$1,570.00		\$40,402.00
A91164	18147	007	680040 CUSTODIAL WORKER	\$1,570.00		\$40,402.00
A91164	18147	008	680041 CUSTODIAL WORKER	\$1,570.00		\$40,402.00
A91610	16102	001	300010 ACCOUNT CLERK I	\$1,733.00		\$44,605.00
A91620	14415	001	310012 SECURITY GUARD	\$2,570.00		\$44,821.00
A91620	14415	004	310015 SECURITY GUARD	\$2,570.00		\$44,822.00
A91620	14415	005	310016 SECURITY GUARD	\$2,570.00		\$44,821.00
A91620	14415	006	310017 SECURITY GUARD	\$2,571.00		\$44,828.00
A91620	14415	007	310018 SECURITY GUARD	\$2,657.00		\$46,335.00
A91620	14415	008	310019 SECURITY GUARD	\$2,745.00		\$47,886.00
A91620	14415	011	310022 SECURITY GUARD	\$2,571.00		\$44,828.00
A91620	14415	012	310023 SECURITY GUARD	\$2,571.00		\$44,828.00
A91620	14415	013	310024 SECURITY GUARD	\$2,570.00		\$44,821.00
A91620	14415	014	310025 SECURITY GUARD	\$2,570.00		\$44,821.00
A91620	14415	015	310026 SECURITY GUARD	\$2,570.00		\$44,822.00
A91620	14415	016	310027 SECURITY GUARD	\$2,571.00		\$44,828.00
A91620	14415	017	310028 SECURITY GUARD	\$2,571.00		\$44,828.00
A91620	14415	018	310029 SECURITY GUARD	\$2,570.00		\$44,821.00
A91620	14415	019	310030 SECURITY GUARD	\$2,570.00		\$44,822.00
A91620	14415	020	310065 SECURITY GUARD	\$2,571.00		\$44,828.00
A91620	14415	021	310068 SECURITY GUARD	\$2,571.00		\$44,828.00
A91620	14422	003	310031 WATCHMAN	\$1,279.00		\$32,903.00
A91620	14422	004	310032 WATCHMAN	\$1,372.00		\$35,307.00
A91620	14422	001	310172 WATCHMAN	\$1,279.00		\$32,903.00
A91620	15501	001	310043 ADMINISTRATIVE AIDE	\$1,733.00		\$44,605.00
A91620	17125	001	310047 PAINTER	\$1,708.00		\$43,960.00

A91620	17135	001	310048	PLUMBER	\$2,069.00	\$53,254.00
A91620	17135	002	310049	PLUMBER	\$1,931.00	\$49,686.00
A91620	18112	001	310052	SENIOR MAINT MECH	\$2,604.00	\$45,419.00
A91620	18112	002	310053	SENIOR MAINT MECH	\$2,656.00	\$46,328.00
A91620	18114	001	310054	BUILDING MAINT MECH	\$2,204.00	\$38,453.00
A91620	18114	002	310055	BUILDING MAINT MECH	\$2,204.00	\$38,453.00
A91620	18114	004	310057	BUILDING MAINT MECH	\$2,204.00	\$38,453.00
A91620	18114	005	310058	BUILDING MAINT MECH	\$2,320.00	\$40,465.00
A91620	18114	006	310059	BUILDING MAINT MECH	\$2,204.00	\$38,453.00
A91620	18114	008	310061	BUILDING MAINT MECH	\$2,204.00	\$38,453.00
A91620	18114	009	310062	BUILDING MAINT MECH	\$2,204.00	\$38,453.00
A91620	18114	014	310067	BUILDING MAINT MECH	\$2,204.00	\$38,452.00
A91620	18116	001	310165	BUILDING MAINT HELP	\$1,796.00	\$31,316.00
A91620	18146	001	310081	CUSTODIAL WORK SUPER	\$895.00	\$23,017.00
A91620	18147	014	310099	CUSTODIAL WORKER	\$1,472.00	\$37,878.00
A91620	18147	015	310100	CUSTODIAL WORKER	\$1,570.00	\$40,402.00
A91620	18148	005	310102	CUSTODIAL WORKER PT	\$633.00	\$16,276.00
A91620	18148	006	310103	CUSTODIAL WORKER PT	\$633.00	\$16,276.00
A91620	18148	007	310104	CUSTODIAL WORKER PT	\$633.00	\$16,276.00
A91620	18148	011	310106	CUSTODIAL WORKER PT	\$633.00	\$16,276.00
A91620	18148	012	310107	CUSTODIAL WORKER PT	\$633.00	\$16,276.00
A91620	18148	013	310108	CUSTODIAL WORKER PT	\$633.00	\$16,276.00
A91620	18148	016	310111	CUSTODIAL WORKER PT	\$633.00	\$16,276.00
A91620	18148	022	310116	CUSTODIAL WORKER PT	\$633.00	\$16,276.00
A91620	18148	026	310119	CUSTODIAL WORKER PT	\$633.00	\$16,276.00
A91620	18148	027	310120	CUSTODIAL WORKER PT	\$633.00	\$16,276.00
A91620	18148	028	310121	CUSTODIAL WORKER PT	\$633.00	\$16,276.00
A91620	18148	043	310130	CUSTODIAL WORKER PT	\$633.00	\$16,276.00
A91620	18148	047	310134	CUSTODIAL WORKER PT	\$633.00	\$16,276.00
A91620	18148	050	310137	CUSTODIAL WORKER PT	\$633.00	\$16,276.00
A91620	18148	051	310138	CUSTODIAL WORKER PT	\$633.00	\$16,276.00
A91620	18148	053	310140	CUSTODIAL WORKER PT	\$633.00	\$16,276.00
A91620	18148	060	310147	CUSTODIAL WORKER PT	\$633.00	\$16,276.00
A91620	18148	061	310148	CUSTODIAL WORKER PT	\$633.00	\$16,276.00
A91620	18148	062	310155	CUSTODIAL WORKER PT	\$633.00	\$16,276.00
A91620	18148	064	310157	CUSTODIAL WORKER PT	\$633.00	\$16,276.00
A91620	18148	065	310158	CUSTODIAL WORKER PT	\$633.00	\$16,276.00
A91620	18148	066	310159	CUSTODIAL WORKER PT	\$633.00	\$16,276.00

A91620	18148	067	310160	CUSTODIAL WORKER PT	\$633.00	\$16,276.00
A91620	18403	001	310149	LABORER	\$1,325.00	\$34,091.00
A91620	18403	003	310151	LABORER	\$1,474.00	\$37,932.00
A91620	18404	003	300022	LABORER PT 20	\$645.00	\$16,590.00
A91620	18404	001	300025	LABORER PT 20	\$645.00	\$16,590.00
A91640	18192	002	320003	GARAGE ATTENDANT	\$1,200.00	\$30,891.00
A91640	18192	003	320004	GARAGE ATTENDANT PT	\$671.00	\$17,264.00
A91660	16514	001	330020	STORES CLERK	\$1,755.00	\$45,169.00
A91660	16604	001	330010	MAIL AND SUPPLY CLERK	\$1,558.00	\$40,097.00
A91660	16614	001	330011	MESSENGER	\$1,389.00	\$35,747.00
A91660	16614	004	330014	MESSENGER	\$1,224.00	\$31,482.00
A91660	16614	007	330017	MESSENGER	\$1,517.00	\$39,035.00
A91670	16614	002	340005	MESSENGER	\$1,226.00	\$31,531.00
A91670	17302	001	340008	ASST OFFSET PRINTING	\$1,806.00	\$46,480.00
A91670	18403	001	340010	LABORER	\$1,351.00	\$34,773.00
A91164	19954			Enhanced Pay	\$21,000.00	\$21,000.00
A91610	19954			Enhanced Pay	\$3,000.00	\$3,000.00
A91620	19954			Enhanced Pay	\$171,000.00	\$171,000.00
A91640	19954			Enhanced Pay	\$3,000.00	\$3,000.00
A91660	19954			Enhanced Pay	\$12,000.00	\$12,000.00
A91670	19954			Enhanced Pay	\$9,000.00	\$9,000.00
A91164	89030			Social Security	\$2,569.00	\$31,055.00
A91610	89030			Social Security	\$363.00	\$30,065.00
A91620	89030			Social Security	\$20,940.00	\$212,993.00
A91640	89030			Social Security	\$374.00	\$8,009.00
A91660	89030			Social Security	\$1,488.00	\$15,926.00
A91670	89030			Social Security	\$1,025.00	\$13,854.00
A0599				Appropriated Fund Balance		\$293,116.00
A96100	44252			Medical Services Therapy		\$83,352.00
TOTAL APPROPRIATIONS					\$376,468.00	\$376,468.00

ESTIMATED REVENUES						
BUDGET LINE			DESCRIPTION	INCREASE	DECREASE	UNIT COST
FUND	ORG	OBJ				
A	0000	00000				
TOTAL REVENUES				\$0.00	\$0.00	
GRAND TOTAL				\$376,468.00	\$376,468.00	

DEPARTMENT NAME

[illegible]

General Services Administration

[illegible]

[illegible]

Division of Building Services
Division of Building Services
Division of Building Services
Division of Building Services
Division of Building Services

Division of Fleet Management
Division of Fleet Management

Central Supply Division
Central Supply Division
Central Supply Division
Central Supply Division
Central Supply Division

Central Printing Services
Central Printing Services
Central Printing Services

Unified Courts Administration
General Services Administration
Division of Building Services
Division of Fleet Management
Central Supply Division
Central Printing Services

Unified Courts Administration
General Services Administration
Division of Building Services
Division of Fleet Management
Central Supply Division
Central Printing Services

DEPARTMENT NAME