



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

May 4, 2023

VIA EMAIL AND FIRST-CLASS MAIL

Email: Peter.Apostol@albanycounty.ny.gov

Peter Apostol
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 DSS/CYF/Aging Unit, #6000-00, 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.

Sincerely,

Virginia M. O'Brien
Labor Relations Specialist

VO/vo

Enclosures

cc: D. Warren, Region Director (*Via Email Only w/o Encl.*)
E. Pizzigati, Local President (*Via Email Only w/o Encl.*)
N. Keough, Unit President (*Via Email Only w/Encl.*)
E. Stachewicz, Deputy Commissioner (*Via Email Only w/Encl.*)
N. Ward, Deputy Commissioner (*Via Email Only w/Encl.*)
M. Sainato, Confidential Secretary (*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 SOCIAL SERVICES,
CHILDREN YOUTH & FAMILIES, AGING UNIT #6000-00
ALBANY COUNTY LOCAL 801
April 18, 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.5, 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 \$2500 per each

member of the bargaining unit, except the following titles: Caseworker, Senior Caseworker and Contract Administrator, per below. Any retroactive salary increase shall be paid after ratification and signing of the final agreement by both parties. \$2500 signing bonus shall be paid 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%

Amend Salary Schedules (to be added Attachment "3")

Amend **Article VII General Salary increase Section 1. Salary Increases**, p.5, to read as follows:

In addition to the above percentage increases, effective January 1, 2023, after the retroactive 2% salary increase in 2022 and prior to the 2% retroactive salary increase for 2023, the salaries for the below titles will be adjusted as follows:

Caseworker and Senior Caseworker: Employees in these titles will forego a signing bonus in lieu of \$2,500.00 added to their base salary in 2023.

Contract Administrator: Employees in this title will forego a signing bonus in lieu of \$2500 added to their base salary in 2023.

Amend **Article VII General Salary Increase Section 2. Longevity**, p. 6, 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>5-6</u>	<u>500</u>
<u>7-9</u>	<u>800</u>
<u>10-14</u>	<u>1500</u>
<u>15-19</u>	<u>2000</u>
<u>20+</u>	<u>3000</u>

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

<u>YEARS OF COMPLETED SERVICE</u>	<u>AMOUNT</u>
<u>5-6</u>	<u>500</u>
<u>7-9</u>	<u>800</u>
<u>10-14</u>	<u>1500</u>
<u>15-19</u>	<u>2000</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 IX Absence with Pay Section 1(b) Holidays**, p. 7, to include Juneteenth holiday.

5. ABSENCE WITHOUT PAY:

Amend **Article X Leave Without Pay Section 1(a) Parenting Leave**, pp. 18-19, to read as follows:

An employee shall be allowed a leave of absence for a period of six (6) months upon the birth or adoption of his or her child. This leave may be extended by the Commission~~[er]~~ or designee for up to one (1) year. The first twelve (12) weeks of this leave of absence may be designated as Family and Medical Leave in accordance with the Family and Medical Leave Act (FMLA).

Spouses Parents, who are both employed by the County, may ~~not~~ seek simultaneous parenting leaves for the same birth or adoption, including FMLA and intermittent FMLA, up to twelve (12) weeks per employee. ~~However, they may utilize a combined total of twelve (12) weeks of Family and Medical Leave.~~

6. STANDBY PAY

Amend **Article XXVII Miscellaneous Section 9**, p. 47 to read as follows:

Effective and retroactive to January 1, 2022, all personnel in the Division of Children and Family Services, including supervisors, who are required to be on standby shall receive the following stipends, increasing an additional \$100.00 per year:

<u>2022</u>	<u>\$2,100.00</u>
<u>2023</u>	<u>\$2,200.00</u>
<u>2024</u>	<u>\$2,300.00</u>
<u>2025</u>	<u>\$2,400.00</u>
<u>2026</u>	<u>\$2,500.00</u>
<u>2027</u>	<u>\$2,600.00</u>

This amount shall be paid in addition to the annual salary of these employees but shall not be added to the salary schedule.

All standby assignments shall be assigned as early as possible.

Amend Article XXVII Miscellaneous Section 25, p. 50 to read as follows:

All personnel currently working in the Albany County Intensive Case Management Program and Supportive Case Management Children's Mental Health who work forty-hour work week and are expected to provide on-call coverage during evening and weekend hours will continue to receive eight (8) hours compensatory time

All personnel currently working in the Albany County Children's Mental Health who work thirty-five hour work week and are expected to provide on-call coverage during evening and weekend hours will receive seven (7) hours of compensatory time. This unit will defer to the Albany County Rules and Regulations Article V: Overtime Pay and Compensatory Time off B. FLSA Non-Exempt Employees.

All standby assignments shall be assigned as early as possible.

Amend Article XXVII Miscellaneous Section 27, p. 50 to read as follows:

~~{a}II Supervisors in the Department of Social Services Adult Protective Unit~~ Effective and retroactive to 1/1/2022, Case Supervisors A and B in Adult Services Department, who are required to be on standby shall receive an additional ~~one~~ two thousand dollar ~~(\$4000) per year (\$2000) stipend each year.~~ This amount shall be paid in addition to the annual salary of these employees but shall not be added to the salary schedule.

All standby assignments shall be assigned as early as possible.

7. MISCELLANEOUS:

Amend Article XXVII Miscellaneous Section 28, pp. 50-51 to read as follows:

The Schedule for Reception and Intake Processing in the Department of Social Services shall be between 8:00 a.m. - 4:30 p.m. each day. The Schedule for NY Connects in the Department of Social Services shall be between 8:30 a.m. - 4:30 p.m. each day. NY Connects staff shall coordinate their schedules on a predetermined and preapproved schedule. NY connects Supervisors must work core hours 8:30 a.m. - 4:30 p.m. each day, unless coverage can be

Add the following:

- PA 4/25/23

NK 4/26/23

secured and approved in advance by the Assistant Director or Director of Adult Services.

Amend Article XXVII Miscellaneous by adding Section 29. a new Labor-Management Safety and Health Committee, to read as follows:

Albany County Departments of Social Services, Children Youth & Families, and Aging 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.

8. TITLES:

Amend Appendix A, p. 54 to reflect all titles in the bargaining unit including part-time employees, such as ~~Part-Time Welfare Fraud Examiner~~. PA. 4/26/23
recognized

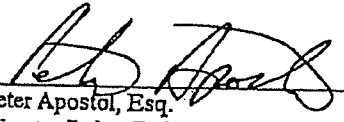
9. OTHER:

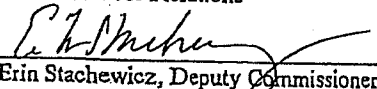
Include "Department for Aging" throughout agreement; Dress Code per language (Attachment "2"); include at Article VI: Rights of Employees Section 4 Bill of Rights Sub-Section E. Weingarten Rights (Attachment "2"). In addition, the parties agree to discuss in Labor-Management meetings removal of counseling memos after two (2) years and minimum units and prior approval for Personal Leave pursuant to Article IX Absence with Pay Section 3(a) Personal Leave, p. 10.

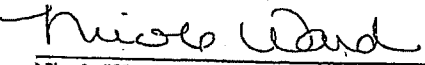
IN WITNESS WHEREOF, the parties hereto have caused this MOU to be signed by their respective representatives on this 21st day of April 2023.

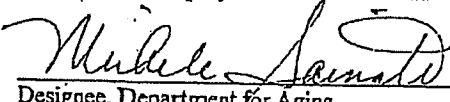
THE COUNTY OF ALBANY

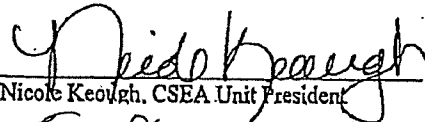
CSEA, Local 1000 AFSCME, AFL-CIO
ALBANY COUNTY
DSS/CYF/AGING UNIT #6000-00

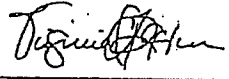

Peter Apostol, Esq.
Director Labor Relations


Erin Stachewicz, Deputy Commissioner DSS


Nicole Ward, Deputy Commissioner DCYF


Designee, Department for Aging


Nicole Keough, CSEA Unit President


Virginia O'Brien, Labor Relations Specialist

ATTACHMENT "1"

1. Amend **Article III Dues Deduction Section 1. Dues Deductions**, p. 3, 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. 4, to add new **Section 3** 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"

DRESS CODE

The Department of Social Services, the Department for Children Youth and Families, and the Department for Aging are professional workplaces where employees interact with the public and other governmental agencies. The worksites at 162 Washington Ave. and 112 State St. are modern worksites that provide, for most employees, individual cubicles or office space to conduct their work tasks. The dress code for employees of DSS, DCYF and Aging states that clothing must be neat, clean, in good taste and suitable for the environment in which they are employed and the type of work performed. Employees are encouraged to dress professionally at all times with "business casual" attire being the minimum standard work attire. Examples of such clothing are:

- Slacks, dress pants ~~that are khaki, corduroy, cotton, suit pants, dress capris (calf length)~~
 - Jeans are permitted but must be neat, clean, and not faded, ~~or~~ frayed, ripped or stained
- Dresses or skirts (no more than two (2) inches above the knee)
- Button-down dress casual collared shirts/blouses, golf style shirts, sweaters, ~~and~~ turtlenecks
- Tops should not be halter, "spaghetti" straps, strapless or midriff
- Casual office footwear or dress shoes. Beachwear, including flip flops, is not permitted
- Clothing should not expose a person inappropriately

Weingarten Rights

"Pursuant to 1075 US Supreme Court Weingarten Decision: If a discussion with an employee could in any way lead to their being disciplined or terminated, or affects their personal working conditions, the employee has a right to union representation – a union representative, officer, or steward may be present at the meeting. Without union representation, the employee reserves the right to not answer questions."

ATTACHMENT “3” Salary Schedules (To be added)

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