

RESOLUTION NO. 184

APPROVING THE ALBANY COUNTY SHERIFF'S OFFICE COLLECTIVE BARGAINING AGREEMENT WITH CSEA LOCAL 1000 – ALBANY COUNTY SHERIFF'S OFFICE TELECOMMUNICATORS UNIT AND AMENDING THE 2023 SHERIFF'S OFFICE BUDGET

Introduced: 5/8/23

By Personnel Committee

WHEREAS, The Albany County Sheriff has requested approval of an agreement with Civil Service Employees Association, Inc., Albany County Local 1000 – Albany County Sheriff's Office Telecommunicators 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% salary increase for 2022, retroactive to January 1, 2022, and a one-time signing bonus payment of \$500 to all titles in the bargaining unit; a 2% raise for the year 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 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 Sheriff's Office 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 TELECOMMUNICATORS UNIT #6000-06,
ALBANY COUNTY LOCAL #801
February 15, 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. **COMPENSATION:**

Amend Article XIV Salaries, p. 23, to read as follows:

1/1/2022 - 2% salary increase, retroactive to 1/1/2022, for all members of the bargaining unit on payroll on 1/1/2022. 2% salary increase shall be applied after \$2500 increase applied to Senior Telecommunicator salaries.*

One-time signing bonus payment of \$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. \$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 and applied after holidays are rolled to starting and base salaries of all members of the bargaining unit.**

1/1/2024 - 3% salary increase

1/1/2025 - 3% salary increase

1/1/2026 - 3% salary increase

1/1/2027 - 3% salary increase

Longevity: Amend **Appendix A Longevity**, p. 58 to read as follows:

Effective January 31, 2008:

Years of Continuous Service	Amount per Year
After 10 years	\$1000
After 15 years	\$1250
After 20 years	\$1500
After 25 years of service	\$1750

Effective January 1, 2023:

Years of Continuous Service	Amount per Year
<u>5-9 years</u>	<u>\$750</u>
<u>10-14 years</u>	<u>\$1250</u>
<u>15-19 years</u>	<u>\$1850</u>
<u>20+ years of service</u>	<u>\$3850</u>

To be paid on last payroll of the month of the employee's anniversary date.

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.

Starting Salary and Step Schedules with increases to be added as Attachment "2".

Shift Differential: Amend **Article X Section 6, Work Hours and Schedules/Shift Differential** on page 17 to read as follows:

"Effective January 1, 2023, employees who work the "A" shift will receive a (\$1.00) per hour shift differential. Employees who work the "C" shift will receive a (\$.80) per hour shift differential.

The "A" shift hours are 11:00 p.m. to 7:00 a.m.

The "C" shift hours are 3:00 p.m. to 11:00 p.m."

***Senior Telecommunicator:** Amend the CSEA Telecommunicators Salary Schedule as follows: Increase the Senior Telecommunicator salaries at each step by \$2,500 beginning on and paid retroactive to January 1, 2022. Include the increase prior to 2022 2% salary increase.

Acting Senior Telecommunicator: Amend Article XV Section 4, Special Emoluments on page 24, to read as follows:

"Effective January 1, 2023, Telecommunicators who are assigned to and are acting in the role of Senior Telecommunicator while no Senior Telecommunicator is on duty shall be paid a \$2.25 per hour premium pay, which will escalate annually each remaining year of this agreement as follows:

2024: \$2.50

2025: \$2.75

2026: \$3.00

2027: \$3.25

A telecommunicator acting in the role of Senior Telecommunicator who receives the aforementioned premium pay per hour shall not also receive additional premium pay for training, per below.

Training: Amend Article XV Section 4, Special Emoluments on page 24, to read as follows:

"Effective January 1, 2023, an employee required to train another employee shall be compensated an additional \$2.25 per hour for the hours spent training the other employee, which will escalate annually each remaining year of this agreement as follows:

2024: \$2.50

2025: \$2.75

2026: \$3.00

2027: \$3.25

****Holiday Pay:** Amend Article XVI Section 1, Holidays on page 24 to create a new subsection C and read as follows:

"Effective January 1, 2023, pay for holidays listed in Article XVI Section 1(A), shall be added to the base pay and included on the salary schedule on page 60 of this agreement. Each holiday consists of twelve (12) hours per holiday." (Article XVI to be amended as needed.)

Amend **Article XVI Section 3, Holidays** on page 25 to read as follows:

"The twelve (12) hour schedule will not change or effect the way holidays are paid. Telecommunicators and Senior Telecommunicators shall receive holiday pay on the base (as per Article XVI, Section 1(C), above) and time and one half (1½) regular rate of pay for time worked on Thanksgiving Day, Christmas Day and Independence Day. There shall be no pyramiding of overtime rates."

4. LEAVE WITH PAY:

Juneteenth: Amend **Article XVI Section 1(A), Holidays** on page 24 to include Juneteenth as paid holiday.

Personal Leave: Amend **Article XVIII Section 1 and Section 2, Personal Leave** on page 27 to read as follows:

"Personal leave is leave with pay for personal business including religious observance without charge against any other accumulated leave credits. All employees shall be credited with ~~forty (40)~~ sixty (60) personal leave of absence hours during each calendar year on January 1. Personal leave may be taken in two (2) hour increments with prior approval. Personal leave may not be accumulated. Any personal leave credit remaining unused by an employee in a given calendar year, will be paid by the Employer, during the following January, and will be paid at the rate earned.

Those employees who are hired after January 1 of each year shall receive personal leave on a pro-rated basis as follows:

<u>January 1 to March 15</u>	<u>60 Hours</u>
<u>March 16 to May 31</u>	<u>48 Hours</u>
<u>June 1 to August 15</u>	<u>36 Hours</u>
<u>August 16 to October 31</u>	<u>24 Hours</u>
<u>November 1 to November 30</u>	<u>12 Hours</u>
<u>December 1 to December 31</u>	<u>0 Hours</u>

Sick Leave Incentive: Amend **Article XIX Section 8, Sick Leave/Sick Leave Incentive** on page 30 to read as follows:

"Effective January 1, 2023, any employee who does not use any sick leave for six (6) month period: January 1 through June 30 and/or July 1 through December 31 shall

receive ~~\$750.00~~ \$1250.00 for each half year. The maximum amount for each year is ~~\$1500.00~~ \$2,500.00.

There will be no substitution of personal, vacation or other leaves (except when absent in any quarter on worker's compensation leave the incentive herein shall be pro-rated) in reference to this incentive payment. (Dock Days also cancel quarterly payments).

5. MISCELLANEOUS:

Retirement Health Insurance: Amend Article XXIII, Health Insurance on page 40, to create a new Section 3 to read as follows: Employees must have completed fifteen (15) years of continuous service with the County to be eligible for continuation of health insurance in retirement.

Labor/Management Health & Safety: Amend Article XXVII, General Provision on page 49, to create a new section 18 and read as follows:

"Section 18. Labor Management Safety and Health Committee: Albany County and CSEA Telecommunicators Unit #6000-06 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:

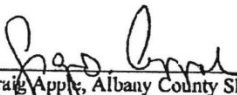
- a. Meet at least quarterly.
- b. Conduct inspections to find and evaluate hazards, and to offer recommendations for control of potential health and safety hazards.
- c. Appoint members, as needed, from the area of concern from CSEA to go on inspections.
- d. Receive copies of all injury and illness 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".

6. OTHER:

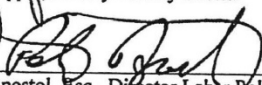
Labor Management: The parties agree to discuss in Labor-Management meetings issues related to transfer of function; and First Responder in Communications "wellness pay", ongoing training and mental health support for all bargaining unit members.

IN WITNESS WHEREOF, the parties hereto have caused this MOA to be signed by their respective representatives on this 15 day of February 2023.

THE COUNTY OF ALBANY




Craig Apple, Albany County Sheriff

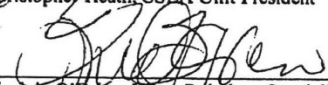


Peter Apostol, Esq., Director Labor Relations

CSEA, Local 1000 AFSCME, AFL-CIO
ALBANY COUNTY
TELECOMMUNICATORS UNIT #6000-06



Christopher Heath, CSEA Unit President



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. **Strike Article III Dues Deduction Section 5. Agency Shop:** ~~The Employer agrees to comply with the New York State Civil Service Law, [as amended], in regard to agency shop deductions, p. 5~~
3. **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 Sheriff's Office 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 Sheriff's Office shall have a reasonable period to comply with the request.

ATTACHMENT "2" SALARY SCHEDULE

2022 + 2% Telecomm. 2022 + \$2500 + 2% Sr. Telecomm.	Base	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	\$40,499	\$41,785	\$43,044	\$44,377	\$45,672	\$50,080	\$51,571
2023 New Base + 2% Telecomm. Sr. Telecomm.	Base	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	\$45,019	\$46,308	\$47,563	\$48,902	\$50,197	\$54,603	\$56,095
2024 + 3% Telecomm. Sr. Telecomm.	Base	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	\$44,407	\$45,817	\$47,198	\$48,659	\$50,079	\$54,913	\$56,548
2025 + 3% Telecomm. Sr. Telecomm.	Base	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	\$49,363	\$50,777	\$52,153	\$53,621	\$55,041	\$59,872	\$61,508
2026 + 3% Telecomm. Sr. Telecomm.	Base	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	\$45,739.37	\$47,191.77	\$48,613.68	\$50,119.16	\$51,581.73	\$56,560.10	\$58,244.03
2027 + 3% Telecomm. Sr. Telecomm.	Base	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	\$50,844.23	\$52,300.02	\$53,717.41	\$55,229.67	\$56,692.24	\$61,668.36	\$63,353.41
2028 + 3% Telecomm. Sr. Telecomm.	Base	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	\$47,111.55	\$48,607.52	\$50,072.09	\$51,622.74	\$53,129.18	\$58,256.90	\$59,991.35
2029 + 3% Telecomm. Sr. Telecomm.	Base	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	\$52,369.56	\$53,869.02	\$55,328.94	\$56,886.56	\$58,393.01	\$63,518.41	\$65,254.01
2030 + 3% Telecomm. Sr. Telecomm.	Base	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	\$48,524.90	\$50,065.75	\$51,574.25	\$53,171.42	\$54,723.06	\$60,004.61	\$61,791.09
2031 + 3% Telecomm. Sr. Telecomm.	Base	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	\$53,940.65	\$55,485.10	\$56,988.80	\$58,593.16	\$60,144.80	\$65,423.96	\$67,211.64
2032 + 3% Telecomm. Sr. Telecomm.	Base	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	\$49,980.64	\$51,567.72	\$53,121.48	\$54,766.56	\$56,364.75	\$61,804.75	\$63,644.82
2033 + 3% Telecomm. Sr. Telecomm.	Base	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	\$55,558.87	\$57,149.65	\$58,698.47	\$60,350.96	\$61,949.14	\$67,386.68	\$69,227.98

BUDGET LINE				APPROPRIATIONS			
FUND	ORG	OBJ	DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
STATE POS. POSITION							
CODE CONTROL							
A	3020	13303	001 Senior Telecommunicator	\$9,013		\$61,508	Emergency 911
A	3020	13303	002 Senior Telecommunicator	\$9,013		\$61,508	Emergency 911
A	3020	13303	003 Senior Telecommunicator	\$9,013		\$61,508	Emergency 911
A	3020	13303	004 Senior Telecommunicator	\$9,013		\$61,508	Emergency 911
A	3020	13303	005 Senior Telecommunicator	\$9,013		\$61,508	Emergency 911
A	3020	13306	001 Telecommunicator	\$5,988		\$56,548	Emergency 911
A	3020	13306	002 Telecommunicator	\$5,988		\$56,548	Emergency 911
A	3020	13306	003 Telecommunicator	\$5,988		\$56,548	Emergency 911
A	3020	13306	004 Telecommunicator	\$5,988		\$56,548	Emergency 911
A	3020	13306	006 Telecommunicator	\$4,998		\$47,198	Emergency 911
A	3020	13306	007 Telecommunicator	\$5,815		\$54,913	Emergency 911
A	3020	13306	008 Telecommunicator	\$5,303		\$50,079	Emergency 911
A	3020	13306	009 Telecommunicator	\$4,998		\$47,198	Emergency 911
A	3020	13306	010 Telecommunicator	\$5,988		\$56,548	Emergency 911
A	3020	13306	011 Telecommunicator	\$5,815		\$54,913	Emergency 911
A	3020	13306	012 Telecommunicator	\$5,988		\$56,548	Emergency 911
A	3020	13306	013 Telecommunicator	\$5,303		\$50,079	Emergency 911
A	3020	13306	014 Telecommunicator	\$5,988		\$56,548	Emergency 911
A	3020	13306	015 Telecommunicator	\$4,998		\$47,198	Emergency 911
A	3020	13306	016 Telecommunicator	\$5,988		\$56,548	Emergency 911
A	3020	13306	017 Telecommunicator	\$5,988		\$56,548	Emergency 911
A	3020	13306	018 Telecommunicator	\$5,988		\$56,548	Emergency 911
A	3020	13306	019 Telecommunicator	\$5,988		\$56,548	Emergency 911
A	3020	13306	020 Telecommunicator	\$5,303		\$50,079	Emergency 911
A	3020	13306	021 Telecommunicator	\$5,303		\$50,079	Emergency 911
A	3020	13306	022 Telecommunicator	\$5,303		\$50,079	Emergency 911
A	3020	13306	023 Telecommunicator	\$5,988		\$56,548	Emergency 911
A	3020	13306	024 Telecommunicator	\$5,152		\$48,659	Emergency 911
A	3020	13306	025 Telecommunicator	\$4,851		\$45,817	Emergency 911
A	3020	13306	026 Telecommunicator	\$4,851		\$45,817	Emergency 911
A	3020	13306	027 Telecommunicator	\$4,851		\$45,817	Emergency 911
A	3020	13306	028 Telecommunicator	\$4,851		\$45,817	Emergency 911

APPROPRIATIONS						
BUDGET LINE		DESCRIPTION		INCREASE	DECREASE	UNIT COST DEPARTMENT NAME
FUND	ORG	OBJ	FOR POSITIONS ONLY	STATE POS. CODE	POSITION CONTROL	
A	3020	89030	SOCIAL SECURITY	\$11,642		Emergency 911
A	3020	19850	SICK LEAVE INCENTIVE	\$7,000		Emergency 911
A	3020	19900	OVERTIME	\$5,000		Emergency 911
A	3020	19954	Enhanced Pay	\$13,500		Emergency 911
A	3020	19948	SHIFT DIFFERENTIAL	\$5,000		Emergency 911
A	3020	19950	LONGEVITY	\$12,500		Emergency 911
A	0599		Appropriated Fund Balance		\$55,935	
A	6100	44252	Medical Services Therapy		\$193,323	
TOTAL APPROPRIATIONS				\$249,258	\$249,258	

ESTIMATED REVENUES						
BUDGET LINE		DESCRIPTION		INCREASE	DECREASE	UNIT COST DEPARTMENT NAME
FUND	ORG	OBJ	FOR POSITIONS ONLY	STATE POS. CODE	POSITION CONTROL	
A	0000	00000		000	000000	
TOTAL REVENUES				\$0	\$0	
GRAND TOTAL				\$249,258	\$249,258	