



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

March 6, 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 Public Works Unit, #6000-01, 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

VO/vo

Enclosures

cc: D. Warren, Region Director (*Via Email Only w/o Encl.*)
T. Edwards, Local President (*Via Email Only w/o Encl.*)
E. Pizzigati, Unit President (*Via Email Only w/Encl.*)
S. Duncan, 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 DEPARTMENT OF PUBLIC WORKS UNIT #6000-01,
ALBANY COUNTY LOCAL #801
February 23, 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".

Signed 2.23.23 (PA)

2. TERM OF AGREEMENT:

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

Signed 2.23.23 (PA)

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.

One-time signing bonus payment of \$2,500 to all titles in the bargaining unit.

2.23.23 Signed (PA)

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 and applied after all titles in the bargaining unit receive \$1.50 increase to base salary, including starting salary and steps in the Salary Schedule and salaries of each current employee.

1/1/2024 - 3% salary increase

1/1/2025 - 3% salary increase

*2.23.23
\$1.25 with
4-6 years long
gone down to
\$500.- (PA)*

*DPW Unit Counter - \$1.50 increase to base
if longevity starts 2024 1/8*

Clarity increase application on Salary schedule (PA)

1/1/2026 - 3% salary increase

1/1/2027 - 3% salary increase

Longevity: Amend **Appendix A Longevity**, p. 49 to read as follows:

Effective January 1, 2023:

1.1.2024

2.2.23

PK

Years of Continuous Service	Amount per Year
<u>4-6 years</u>	\$750 \$500
<u>7-10 years</u>	<u>\$1000</u>
<u>11-15 years</u>	\$1500 1250
<u>15-19 years</u>	<u>\$2000</u>
<u>20+ years of service</u>	<u>\$4000</u>

2.23.23
PK

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 employee who has transferred employment within Albany County or separated service due to retirement or disability since January 1, 2022.

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

Overtime Incentive: Amend **Article IX Overtime** by adding new **Section 9 Winter Road Maintenance Season Overtime Incentive** on page 19 to read as follows:

The Winter Road Maintenance Season shall start November 15th of each year and continue through March 5th of the following year.

Agreed
2.23.23
PK

Effective November 15, 2022, any employee who is called in for overtime and works 75% to 90% of said overtime, he/she shall receive \$750.00. Any employee who is called in for overtime and works 91% to 100% of said overtime shall receive \$1000. Incentive pay shall be paid the first pay period after shift differential ends.

Special Crews: Amend **Article XIX Working Conditions Section 3 Special Crews** on page 35 to read as follows (all other language remains):

"Effective January 1, 2023, [w]hen it becomes necessary to establish "special crew", (bridge, carpenter, etc.) employees will be selected, after a ten (10) day posting period, by the Commissioner. The decision of the Commissioner will be binding and not subject to grievance procedure.

Those employees selected will receive ~~\$.75~~ two dollars ~~\$2.00~~ per hour above their normal rate of pay while on "Special Crew".

A minimum of four (4) hours "Special Crew" pay is guaranteed for each employee for each shift. *on a special crew assignment.*

~~(STRIKE) In order to qualify for "Special Crew" rate, an employee must work more than one-half (1/2) of the workday on the Special Crew assignment.~~

If the employee selected is working out of title, the employee will also receive the appropriate out-of-title pay.

4. LEAVE WITH PAY:

Juneteenth: Amend **Article VI Section 1(A), Holidays** on page 6 to include Juneteenth as paid holiday.

5. RETIREMENT HEALTH INSURANCE BENEFIT:

Retirement Health Insurance Benefit: Amend **Article X Health and Disability Insurance and Retirement Section 10 Retirement** on page 24 to add subsection C to read as follows

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

6. MISCELLANEOUS:

Tool Allowance: Amend **Article XXIII Miscellaneous Section 8** page 44 to reflect the following (all other language remains):

Effective 1/1/2023 the tool allowance shall be increased to \$1350 each year of the contract.

2023 \$1350

2024 \$1350

2025 \$1350

2026 \$1350

2027 \$1350

Agreed
2-23-23
(PR)

Boot Allowance: Amend Article XXIII Miscellaneous Section 10 page 45 to include the following (all other language remains):

Effective 1/1/2022 [t]he County shall provide a boot allowance payable in the first pay period of May in each year of the agreement. The payment shall be made in check separate from payroll.

The payment schedule shall be as follows:

2022 - \$275

2023 - \$275

2024 - \$275

2025 - \$350

2026 - \$350

2027 - \$350

Agreed
2-23-23
no separate check
(PR)

Labor/Management Health & Safety: Amend Article XXIII Miscellaneous page 49, to create a new Section 21 to 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.

Agreed
2-23-23
(PR)

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. **OTHER/HOUSEKEEPING:** Correct Salary Schedule Equipment Operator II by reversing Steps

2 and 3. *County Proposal agreed upon 11.2022 - 15 minute window to call in, reduced from hour.*


Labor Management:

Agreed 2-23-23


(PA)

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

THE COUNTY OF ALBANY



Scott Duncan, DPW Deputy Commissioner




Peter Apostol, Esq., Director Labor Relations

CSEA, Local 1000 AFSCME, AFL-CIO
ALBANY COUNTY DEPARTMENT OF
PUBLIC WORKS UNIT #6000-01

 2-23-23

Ed Pizzigati, CSEA Unit President



John Northrup, CSEA Unit Vice President



Timothy Sprung, CSEA Secretary/Treasurer



James Foland, Negotiating Team Member



Denise Warren, CSEA Region Director

ATTACHMENT "1"

1. **Amend Article II Dues Deduction, p. 4, 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 Department of Public Works (DPW) 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 DPW shall have a reasonable period to comply with the request.

ATTACHMENT "2" SALARY SCHEDULE (TO BE ADDED)