



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

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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:

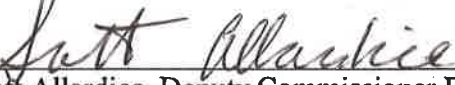
IN WITNESS WHEREOF, the parties hereto have caused this MOU to be signed by their respective representatives on this 22nd day of March 2023.

THE COUNTY OF ALBANY

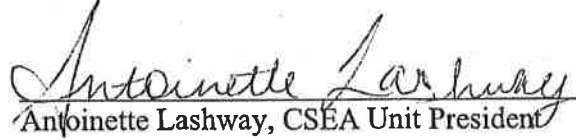
CSEA, Local 1000 AFSCME, AFL-CIO
ALBANY COUNTY DGS Unit #6000-05

Handwritten signature of Peter Apostol in blue ink.

Peter Apostol, Esq.
Director Labor Relations

Handwritten signature of Scott Allardice in blue ink.

Scott Allardice, Deputy Commissioner DGS

Handwritten signature of Antoinette Lashway in blue ink.

Antoinette Lashway, CSEA Unit President

3/22/23

Handwritten signature of Virginia O'Brien in blue ink.

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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