

RESOLUTION NO. 46

APPROVING THE ALBANY COUNTY SHERIFF'S OFFICE COLLECTIVE BARGAINING AGREEMENT WITH CSEA LOCAL 1000 – ALBANY COUNTY SHERIFF'S OFFICE TELECOMMUNICATORS UNIT AND AMENDING THE 2018 SHERIFF'S OFFICE BUDGET

Introduced: 2/12/18

By Personnel and Audit and Finance Committees and Messrs. Miller, Beston, Bullock Ms. Chapman Messrs. Clay, Clenahan, Commisso, Ms. Cunningham, Messrs. Dawson, Domalewicz, Ethier, Feeney, Fein, Higgins, A. Joyce, R. Joyce, Ms. Lekakis, Mr. Mayo, Mss. McKnight, McLean Lane, Mr. O'Brien, Ms. Plotsky, Messrs. Reinhardt, Signoracci, Simpson, Touchette, Ward and Ms. Willingham:

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, 2017 through December 31, 2021, and

WHEREAS, Under the terms of the agreement, employees of the Bargaining Unit will receive a 2% raise for the year 2017, retroactive to January 1, 2017, a 2% salary increase for 2018, a 2% salary increase for 2019, a 2% salary increase for 2020 and a 2% salary increase for 2021, 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 annexed Memorandum of Understanding, and, be it further

RESOLVED, That the 2018 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.

Adopted by unanimous vote. 2/12/18

MEMORANDUM OF UNDERSTANDING

Made by and between Albany County (Employer) and CSEA Albany County Telecommunicators Unit (Employee Collective Bargaining Unit) (collectively the "Parties") this ___ day of October, 2017, subject to approval of the County Legislature and ratification by the Employee Collective Bargaining Unit,

WHEREAS, the Telecommunicators were part of a larger collective bargaining group that is known as the CSEA Albany County Sheriff's Department Non-Security Personnel Unit; and

WHEREAS, the Albany County and CSEA Albany County Sheriff's Department Non-Security Personnel Unit entered into a collective bargaining agreement that expired on December 31, 2016; and

WHEREAS, the persons in the titles Telecommunicators and Senior Telecommunicators fragmented from the Albany County Sheriff Non-Security Personnel Unit into a separate Unit on, or about, May of 2016; and

WHEREAS, the Parties agreed to meet collectively at a "Coalition Meeting" with other CSEA collective bargaining units to discuss issues of (1) the term of the collective bargaining agreements; (2) the percentage of salary increase (if any) for each year of the collective bargaining agreements; and (3) the terms of health care coverage for each member of the collective bargaining units; and

WHEREAS, the Parties reached an agreement for all of the CSEA collective bargaining units (Coalition) relating to the term, health care coverage and the percentage of salary increase; and

WHEREAS, the Parties continued to hold negotiation meetings; and

WHEREAS, the Parties negotiated in good faith and continue to negotiate in good faith; and

WHEREAS, the Parties have reached an agreement relating to the terms of a collective bargaining agreement between the parties;

NOW THEREFORE, in consideration for the mutual undertakings and covenants herein contained, the parties stipulate and agree as follows:

1. The term of the collective bargaining agreement shall be from January 1, 2017 through December 31, 2021.
2. All other Articles, terms, conditions and provisions of the Collective Bargaining Agreement not mentioned herein, shall remain and be the same as set forth in the January 1, 2010 through December 31, 2016 Collective Bargaining Agreement and shall have full force and effect for the term of the agreement between the Parties from January 1, 2017 through December 31, 2021.

3. Strikes all language that references or is applicable to all titles except Telecommunicators and Senior Telecommunicators.
4. Article IX Section 1 – Seniority – amend the language to state “seniority shall be defined as the length of an employee’s uninterrupted service in the Albany County 911 Communications Center, including sick leave, military leave not to exceed four (4) years, reinstatement within one (1) year of resignation, other approved leaves of absence which do not exceed one (1) year and Worker’s Compensation Leave.”
- ✓ 5. Article X – Amend the language to reflect the twelve hour work day. Amend the shift differential effective January 1, 2018 to provide for \$0.75 per hour for hours worked in the “A” shift and \$0.70 per hour for hours worked in the “C” shift.
- ✓ 6. Article XIV – amend the existing language – remove the previous years and percentages and include the following:

1/1/2017	2% salary increase, retroactive to 1/1/2017
1/1/2018	2% salary increase
1/1/2019	2% salary increase
1/1/2020	2% salary increase
1/1/2021	2% salary increase
7. Article XIV (Appendix) – Amend the language to state “Eligibility for salary steps shall be determined by the employee’s length of uninterrupted service with the Albany County 911 Communications Center regardless of title or Civil Service status. Salary step and movement between steps shall be based on the employee’s Anniversary date within the Albany County 911 Communications Center and paid on the last pay period of the anniversary month.”
- OT ? ✓ 8. Article XV – Add a provision providing effective January 1, 2018, Telecommunicators that are assigned to and are acting in the role of Senior Telecommunicator while no Senior Telecommunicator is on duty shall be paid a \$2.00 per hour premium pay.
- OT ? 9. Article XV – Add a provision that effective January 1, 2018, an employee required to train another employee shall be compensated an additional \$1.50/hour for the hours spent training the other employee, and that effective January 1, 2019, the amount shall be \$2.00 hour for training.
10. Article XVI Section 3 – Amend to provide for double time for employees who work on the actual day of Thanksgiving and Christmas.
11. Article XVII, Article XVIII and Article XIX – Amend the accrual language to provide for the accruals in hours and not days. This does not apply to bereavement.
12. Article XXII Section 1(B) - change the copays for Retail Generic and Domestic Mail generic to be increased from \$0 to \$5 beginning 1/1/2020.

13. Article XXII Section 1(D) - additional language shall be added to state that any current collective bargaining member that is not receiving the "Coordination of Benefits" shall not be entitled to this benefit from January 1, 2017 and beyond. Any person joining the collective bargaining unit after January 1, 2017 shall not be entitled to this benefit. For those collective bargaining members that are currently receiving this benefit, said members shall be "grandfathered" for the years of 2017, 2018, 2019 and 2020 and shall continue to be eligible for the benefit in said years providing that all other criteria is met. The benefit for "grandfathered" members shall cease January 1, 2021. In the event the County of Albany elects to no longer be self-insured, the coordination of benefits shall be available for all collective bargaining members that meet all other criteria.

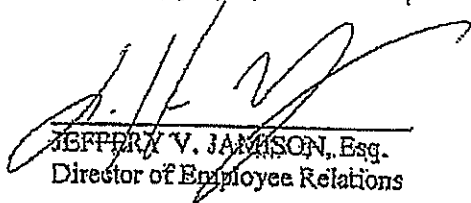
B 8400 ✓ 14. Article XXVII Section 6 - amend the language to provide that for a uniform allowance in 2018 of \$300.00; 2019 for \$350.00; 2020 for \$400.00; and 2021 for \$450.00.

15. Incorporate the language from the Memorandum of Agreement - 12 Hour Schedule for Telecommunicators into the body of the contract.

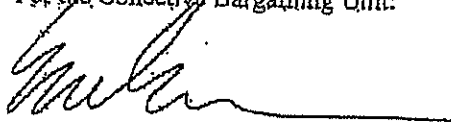
16. Add a provision that the parties will hold a labor/management meeting to discuss salary rates and the impact of if/when additional municipal agencies may be merged into the Unit.

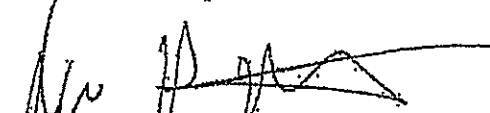
Dated this 27 day of October, 2017:

For the Employer:

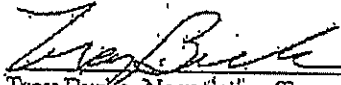

JEFFREY V. JAMISON, Esq.
Director of Employee Relations

For the Collective Bargaining Unit:


Eric Muldoon
Labor Relations Specialist


Andrew Williams, President.


Jami Bodo, Negotiating Team Member


Troy Burke, Negotiating Team Member


David Chase, Negotiating Team Member


Andica Hancock, Negotiating Team Member

DEPARTMENT 3020											
DEPT.	LINE	POS	CONT	DESCRIPTION	#	CODE	ADJUSTED	INCREASE	DECREASE	REQUESTED	
					EMP	UNION	2017			2018	
3020	3303	1	360003	Senior Telecommunicator	1	C	48,497.00	970.00		49,467.00	
3020	3303	2	360004	Senior Telecommunicator	1	C	48,497.00	970.00		49,467.00	
3020	3303	3	360005	Senior Telecommunicator	1	C	48,497.00	970.00		49,467.00	
3020	3303	4	360037	Senior Telecommunicator	1	C	48,497.00	970.00		49,467.00	
3020	3306	1	360006	Telecommunicator	1	C	40,195.00	1,999.00		42,194.00	
3020	3306	2	360007	Telecommunicator	1	C	46,710.00	935.00		47,645.00	
3020	3306	3	360008	Telecommunicator	1	C	38,987.00	2,012.00		40,999.00	
3020	3306	4	360009	Telecommunicator	1	C	46,710.00	935.00		47,645.00	
3020	3306	5	360010	Telecommunicator	1	C	46,710.00	935.00		47,645.00	
3020	3306	6	360011	Telecommunicator	1	C	46,710.00	935.00		47,645.00	
3020	3306	7	360012	Telecommunicator	1	C	46,710.00	935.00		47,645.00	
3020	3306	8	360013	Telecommunicator	1	C	46,710.00	935.00		47,645.00	
3020	3306	9	360014	Telecommunicator	1	C	46,710.00	935.00		47,645.00	
3020	3306	10	360015	Telecommunicator	1	C	46,710.00	935.00		47,645.00	
3020	3306	11	360016	Telecommunicator	1	C	46,710.00	935.00		47,645.00	
3020	3306	12	360017	Telecommunicator	1	C	40,195.00	804.00		40,999.00	
3020	3306	13	360021	Telecommunicator	1	C	38,986.00	2,013.00		40,999.00	
3020	3306	14	360022	Telecommunicator	1	C	46,710.00	935.00		47,645.00	
3020	3306	15	360027	Telecommunicator	1	C	46,710.00	935.00		47,645.00	
3020	3306	16	360028	Telecommunicator	1	C	40,195.00	1,999.00		42,194.00	
3020	3306	17	360029	Telecommunicator	1	C	46,710.00	935.00		47,645.00	
3020	3306	18	360030	Telecommunicator	1	C	46,710.00	935.00		47,645.00	
3020	3306	19	360031	Telecommunicator	1	C	41,366.00	4,901.00		46,267.00	
3020	3306	20	360032	Telecommunicator	1	C	41,367.00	4,900.00		46,267.00	
3020	3306	21	360035	Telecommunicator	1	C	40,195.00	1,999.00		42,194.00	
3020	3306	22	360036	Telecommunicator	1	C	37,846.00	758.00		38,604.00	
3020	3306	23	360039	Telecommunicator	1	C	40,195.00	1,998.00		42,194.00	
3020	3306	24	360040	Telecommunicator	1	C	46,710.00	935.00		47,645.00	
				TOTAL	28		1,247,455.00	40,354.00		1,287,809.00	
3020	19980			Clothing Allowance				1,100.00		1,100.00	
3020	19946			Shift Differential				7,000.00		7,000.00	
3020	19990			Overtime				30,000.00		30,000.00	
3020	89060			HOSPITAL AND MEDICAL INSURANCE					78,454.00	78,454.00	