

PERSONNEL COMMITTEE

TUESDAY, FEBRUARY 7, 2023

INDEX OF RESOLUTIONS:		
	RESOLUTION	TITLE
Per/C/B/R	G/46	RESOLUTION APPROVING TENTATIVE SETTLEMENT AGREEMENT BETWEEN THE COUNTY OF RENSSELAER AND UNITED PUBLIC SERVICE EMPLOYEES UNION VOTING RIGHTS ACT OF NEW YORK Motion Made By: Seconded By: Moved: Notes:

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Weaver, Bayly, Hoffman, Grimm

Sent To: Contract & Agreements

Committee

Date February 14, 2023

Resolution No. G/46

**RESOLUTION APPROVING TENTATIVE SETTLEMENT AGREEMENT BETWEEN THE COUNTY
OF RENSSELAER AND UNITED PUBLIC SERVICE EMPLOYEES UNION**

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, The County of Rensselaer and the United Public Service Employees Union, referred to hereafter as the UPSEU, have been engaged in negotiations to arrive at a successor agreement to the collective bargaining agreement between the parties that expired December 31, 2022; and

WHEREAS, The parties did reach a tentative agreement dated December 28, 2022, which was ratified by the membership of the union local and is subject to approval by this legislature; and

WHEREAS, The County Executive has recommended approval of such agreement and has requested the authority to execute on behalf of the County, a collective bargaining agreement with the union for the period January 1, 2023 through December 31, 2026, which incorporates by reference the terms and conditions of the aforesaid MOA; now, therefore, be it

RESOLVED, That the Rensselaer County Legislature hereby approves the agreement between the County of Rensselaer and UPSEU and further authorizes the Rensselaer County Executive to execute on behalf of the County, a collective bargaining agreement with such union for the period January 1, 2023 through December 31, 2026 which incorporates by reference the terms and conditions of such agreement, subject to the approval as to form of the Rensselaer County Attorney.

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

February 14, 2023

Clerk of the Legislature

Sent to County Executive _____

Received from County Executive _____

Clerk of the Legislature



Executive Action

Approved _____ Date _____

Disapproved _____
Veto Message Attached and Returned to Clerk

County Executive



UNITED PUBLIC SERVICE EMPLOYEES UNION
3555 VETERANS HIGHWAY ■ SUITE H ■ RONKONKOMA ■ NY ■ 11779
(631) 738-8773 ■ Fax: (631) 738-7236
www.upseu.org ■ upseu.li@upseu.org



January 31, 2023

Via email erabe@renesco.com

Rensselaer County
Bureau of Human Resources
1600 7th Avenue – 2nd Floor
Troy, NY 12180
Attn: Erik F. Rabe, Jr., Director

Re: Memorandum of Agreement

Dear Erik,

Please be advised that the agreement reached between UPSEU and the County has been approved by our membership.

Kindly advise me of the legislature's action in this regard.

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin E. Boyle, Jr.", written over a white background.

Kevin E. Boyle, Jr.
President

pc: Karlee Bolanos, Esq.

Allshps/ny/county/rens_23_ERabe_Ratification_1_31_KEB.cdb

**TENTATIVE SETTLEMENT AGREEMENT
BETWEEN
RENSSELAER COUNTY
AND THE
UNITED PUBLIC SERVICE EMPLOYEES UNION**

WHEREAS, the County of Rensselaer (the "County") and United Public Service Employees Union (the "UPSEU") (hereinafter collectively referred to as the "Parties") are signatories to a Collective Bargaining Agreement ("CBA") which expires on December 31, 2022; and

WHEREAS, the following terms are for the purpose of achieving a successor collective bargaining agreement. This settlement agreement will be presented to the union membership for ratification with the full support of the UPSEU negotiation committee and leadership and thereafter will be presented to the County Executive for approval and to the County Legislature for ratification. If the enclosed proposal is not ratified by the UPSEU members or thereafter not given County Executive or Legislative approval/ratification, then it shall be considered withdrawn, null and void and the Parties will proceed with negotiations.

Unless set forth herein or inconsistent with the purposes and intent of the terms set forth below, the terms of the agreement expiring on December 31, 2022 will be continued in the new agreement.

1. Term: January 1, 2023-December 31, 2026.
2. Bonus: Effective as soon as practicable following approval by the County Executive and Rensselaer County Legislature, each full-time unit member employed at the time payment is issued shall receive a one-time, lump sum bonus of \$3000.00. This payment will be pro-rated for employees who work less than standard full-time hours. This bonus is intended to compensate employees for extraordinary efforts dealing with the provision of public services during COVID-19. An additional \$2000 bonus (with the same parameters as above) will be payable in or around January 2024. The bonuses will be paid by a separate deposit/check.
3. Effective January 1, 2023, 2% will be added to the salary schedule.
4. Effective January 1, 2024, 3% will be added to the salary schedule.
5. Effective January 1, 2025, 3% will be added to the salary schedule.
6. Effective January 1, 2026, 3% will be added to the salary schedule.
7. Add new section: New hires hired on or after January 1, 2023 will pay 25% toward health insurance.
8. SECTION 29, PAST PRACTICE
Add the following at the end of the current provision:
For any grievance based in whole or in part on an alleged violation of past practice the Union shall file the grievance at Stage 1 in accordance with the timeline stated therein.

The grievance will be placed on an immediate 30 day hold during which period the parties shall discuss the matter, including reviewing any supporting information relevant to the past practice claim. After the 30 day period, if the matter is not resolved, it may proceed through the grievance procedure. The County will be required to respond at Stage 1 within the 10 days per the agreement.

9. Section 6.2 EMPLOYEE ORGANIZATION LEAVE

6.2.1 –Also add language whereby the shops steward requesting the time off must request the time off by submitting a County-issued form to his/her Supervisor and UPSEU will submit information with adequate proof to substantiate the need for the time off and verification of the union conference, union training, union conventions, and union meetings. Only formal union trainings, conferences, and union meetings will be allowable. See attached form.

Housekeeping – In 6.2—Change all references in this Article from “work location representatives” to “shop steward”

10. The union understands and agrees that employees must punch/clock in to work upon arrival for their shift, and punch/clock out of work for breaks, lunches, and upon leaving the workplace at the end of their shift. For breaks, an employee must punch out only if leaving their work area or the building whether or not they remain on premises. The parties acknowledge that there may be variations between departments where lunches and breaks may be combined (provided both the HR Director and UPSEU LRS’s are aware of these variations and have approved the variations). Where 15-minute breaks are combined and added to lunch (if allowable pursuant to Departmental past practice) the parties acknowledge that for scheduled partial days where the workday will be shortened by 2 hours or more, only one 15-minute break will be allowable. If the employee in that scenario is an employee who combines lunches and breaks, the employee’s lunch and break combo will be 45 minutes instead of 60. For unscheduled partial days where an employee’s circumstances require them to leave the office early, the employee will not be required to charge back time (but may be subject to other department/County rules unrelated to the lunch/break rules). Although the 15-minute breaks are not required by law or contract, an employee’s labor plus accruals should not exceed 7.0 hours, inclusive of unpaid lunch, in the case of 35-hour employees, and should not exceed 8.0 hours, inclusive of paid lunch, in the case of 40 hour employees. .

All grievances, complaints, charges, or actions, of any kind or sort, regarding or related to the County’s Time & Attendance policy or new timekeeping procedures will be dropped or shall not be filed by the Union unless the union believes that a past practice is evident in accordance with Sections 29 of the agreement.


Breaks reference in the County’s Time & Attendance Policy shall be 15 minutes, not 10 minutes as stated therein.


11. The County will direct deposit employee pay and provide paychecks and pay stubs through electronic means for all employees; however, employees may continue to receive a paper check upon request which will be accompanied by the printed pay stub. Any employees needing assistance with electronic access to their electronic paystub may contact their Payroll Clerk or Human Resource during normal business hours for assistance.

12. Joint Press Release announcing tentative settlement (draft attached).

Dated: December 28, 2022

Dated: December 28TH, 2022

By: 
Erik Rabe, Director of Human Resources

By: 
Kevin Boyle, UPSEU President

With the approval and support of the following:

County Negotiation Team:

Karlee S. Bolanos

UPSEU Negotiating Committee:

Rachel Bailey
Michael Kutski
Rob Lamoureux

UPSEU Negotiating Team Members:

Margaret Brownell
Jamison Facticeau
Robin Garrison
Meg Gutermuth
Melissa Hilt
Dan Mahoney
Sue McAvoy
Andrew Ratigliano
Jeff Romano
Brian Rossiter
Harry Theopheles
Chris Wilson

LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law: _____ G Resolution: _____ P Resolution: _____

RESOLUTION APPROVING TENTATIVE SETTLEMENT AGREEMENT BETWEEN THE COUNTY
Title of Legislation: OF RENSSELAER AND UNITED PUBLIC SERVICE EMPLOYEES UNION

Requested by: _____

Sponsor(s): _____

FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any: \$ _____ current year
\$ _____ ongoing expenses per year
- 2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): _____
 - a) For federal funding: amount \$ _____ and length of time federal funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____
 - b) For state funding: amount \$ _____ and length of time state funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____
 - c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
Principal \$ _____
Total projected interest costs \$ _____
 - d) Tax levy impact for current year \$ _____ and ongoing \$ _____
 - e) Other (please explain) \$ _____
- 3) Is this expense or program mandated? Yes _____ No _____
- 4) Length of expense or project (one time only, ongoing, etc.): _____
- 5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: _____

Department Head
