



New York State  
Public Employer Labor Relations Association Inc.

**SPRING 2018**

[www.nyspelra.org](http://www.nyspelra.org)

**2018 TRAINING CONFERENCE**

The NYSPELRA Board is putting the finishing touches on the Agenda for the upcoming Training Conference. The agenda and conference registration materials will be out shortly. Our Conference will be held July 18-20, 2018, Holiday Inn, Saratoga Springs, NY. Remember, to the extent possible, this year's Conference is "going green," meaning that Conference instructional and training materials will be placed on a thumb drive and not handed out in the traditional blue binders.

**NPELRA PRESIDENT'S AWARD**

All give a shout out to our very own Lou Giardina for receiving the 2018 NPELRA President's Award of Excellence (!), presented to Lou at the Charleston Conference. The award is given out "to an individual who has made an outstanding contribution to management in the field of public sector labor relations --- [it] represents NPELRA's highest acknowledgment of the recipient's dedication and achievement in the development of positive labor management relations." Congratulations Lou for a well-deserved honor.

**THERE REALLY IS A PLACE CALLED KOKOMO**

Although the Beach Boys claim "Off the Florida Keys, there's a place called Kokomo ... That's where you want to go to get away from it all ..." sounds peaceful ... but not in the other Kokomo. The City of Kokomo, Indiana and its firefighters were in contentious contract negotiations. The Fire Union held a rally, with some 200 supporters, at City Hall to get support for their position at bargaining (seeking, among others, parity with Kokomo's Police union covering health insurance for both active and retired employees) for a contract which expired in mid-2017. Following the City Hall "rally," some of the firefighters went out to continue discussing the contract issues. When those present did not agree on certain proposals that some wanted and some did not want to remain a part of the negotiations package, an altercation among the firefighters ensued. This off-duty (yet quite public) encounter led to the issuance of Letters of Reprimand for

violation of the Kokomo Fire Department Code:

All employees are required to be civil, orderly, courteous and show due respect in dealing with ... associates.

[See full story: Kokomo Tribune, Feb. 8, 2018]

## **NEGOTIATIONS AROUND THE STATE**

### **Franklin County**

The County of Franklin and its UPSEU unit settled a contract for the term January 1, 2018 through December 31, 2021. Among the highlights of the successful negotiation:

Health Insurance: Prescription drugs, doctor visit, lab and ER co-pays increased:

	<u>Current</u>	<u>2019</u>	<u>2020-2021</u>
Rx Copay	\$5/20/40	\$10/25/50	\$10/30/60
Specialist	\$20	\$30	\$30
ER Visit	\$70	\$100	\$100
Lab/X-ray	\$40/200 cap	\$40/300 cap	\$40/no cap

The buyout for those who opt-out of County provided insurance was lowered for new hires from:

Individual: \$2000 down to \$1000 per year  
Family: \$4000 down to \$2000 per year

Bereavement Leave: Increased from 3 to 5 days for mother, father, spouse, or registered domestic partner, child and step-child.

Wages:      2018:      2% increase  
                  2019:      2.25% increase  
                  2020:      2.25% increase  
                  2021:      2.5% increase

Shift Differential: Increased from \$.50 per hour to \$.60 per hour for those assigned to the Building Department, Highway Department and E-911 Dispatch whose regular

permanent shift is during those established “shift differential” hours.

**City of Albany**

The City of Albany and the Albany Police Officers Union (“APOU”) have been working with an expired CBA since the end of 2013. The APOU is the City’s rank and file police officer’s unit consisting of 250 or so employees. (The supervisory level police are in a separate unit, also without a contract since 2013 and headed to mediation). The parties proceeded to interest arbitration back in December of 2016. After several attempts to resolve outstanding issues without an award, the panel ultimately issued the final interest arbitration award on April 9, 2018. Neutral Arbitrator and Panel Chair Ron Kowalski noted that for the 2014-2015 term of the award “the City was under significant fiscal stress with depleting resources and highly dependent on state aid that was not guaranteed from year to year. Other City of Albany collective bargaining units had accepted no increase in salary because of these fiscal problems with some receiving increases in the years beyond 2014 and 2015, but without retroactivity for these years to relieve the burden on the City and its taxpayers.” (I.A. Award 2014-019:M2014-124 (at pp 18-19)). While providing an additional holiday, “MLK Day,” and shift differential for certain shifts (something not included in the CBA previously), some management requested operational/language modifications; the panel’s award on wages was:

2014 – No increase in wages  
2015 – 1% increase in base wages effective  
12/31/15 (last day of award)

**Dutchess County**

Dutchess County and its CSEA general unit, including Dutchess County Community College, successfully negotiated a four-year deal. The key elements of the successor agreement include:

Term: January 1, 2017 through December 31, 2020.

<u>Wages:</u>	2017 (full retro):	2.5%
	2018:	2.25%
	2019:	2.25%
	2020:	2.25%

Longevity: Increase each step, effective January 2018 and January 2019 by \$100 each step of the schedule.

Sick Leave: New hires after April 1, 2018 will accrue 10 days per year (down from 12 days).

Paid Family Leave: The County will be participating in the NYS Paid Family Leave program and “shall cover the employees’ contribution up to a maximum of \$85.00 per year.”

Deferred Comp: Establishment of a Deferred Comp option for employees.

Direct Deposit: Institution of a “paperless direct deposit” process.

Social Media: Adoption of a specific Policy - - made an appendix to the CBA.

**AGENCY FEE PAYERS LOSE SOME STATUTORY PROTECTIONS**

The NYS Legislative Budget Bill enacted on April 12, 2018, contained many “hidden” modifications to state law. The Agency Fee, the legality of which is now being considered by the U.S. Supreme Court, affords the employee the choice of not joining the Union, but, nevertheless, statutorily requires the employee to pay the Union an amount often the same as the Union dues, known as the Agency Fee. The purpose behind the Agency Fee, in part, was to ensure that the Union was not providing services without “compensation” from those not interested in belonging to the Union. If the Union took a position which negatively impacted an Agency Fee Payer – for instance – requiring Agency Fee Payers to pay for their own legal services in a grievance or disciplinary proceeding, this could lead to a claim of failure in the “duty of fair representation.” All that has changed with the enactment of an amendment to the Taylor Law (§ 209-a.2(c) of the NYS Civil Service Law). The amendment took effect immediately and states:

An employee organization’s duty of fair representation to a public employee it represents but who is not a member of the employee organization shall be limited to the negotiation or enforcement of the terms of an agreement with the public employer. No provision of this article

shall be construed to require an employee organization to provide representation to a non-member (i) during questioning by the employer, (ii) in statutory or administrative proceedings or to enforce statutory or regulatory rights, or (iii) in any stage of the grievance, arbitration or other contractual process concerning the evaluation or discipline of a public employee where the non-member is permitted to proceed without the employee organization and be represented by his or her own advocate. Nor shall any provision of this article prohibit an employee organization from providing legal, economic or job-related services or benefits beyond those provided in the agreement with a public employer only to its members.

The legislation also addresses many other provisions seemingly intended to protect unions and their dues revenue. We will cover that in detail at a session at the Annual Training Conference in July.

**Contact NYSPELRA**

NYSPELRA

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Please let us know your thoughts and opinions of the NYSPELRA Newsletter.

In addition, you are encouraged to forward to Jack or to Elayne Gold [egold@rwgmlaw.com] any article, information from your municipality, agency, or school district relating to Arbitration Awards (grievance arbitration, discipline, etc.), Fact Findings, contract settlements, etc. for inclusion in future editions of our Newsletter.

**Check our website for the latest NYSPELRA information: [www.nyspelra.org](http://www.nyspelra.org)**