

## MEMORANDUM OF UNDERSTANDING

Made by and between Albany County (Employer) and NYSUT Albany County Residential Health Care Facilities Professional Staff Association (Employee Collective Bargaining Unit) (collectively the "Parties") this \_\_\_day of September, 2022, subject to approval of the County Legislature and ratification by the Employee Collective Bargaining Unit.

WHEREAS, the Parties entered into a collective bargaining agreement that expires on December 31, 2022; 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, 2023 through December 31, 2027.
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, 2018 through December 31, 2022 Collective Bargaining Agreement and shall have full force and effect for the term of the agreement between the Parties from January 1, 2023 through December 31, 2027.
3. Article 11 – Salary – Amend the language to include the following:
  - a. Effective January 1, 2024 all employees with the bargaining unit shall have their base salary increased by 3.0%.
  - b. Effective January 1, 2025 all employees with the bargaining unit shall have their base salary increased by 3.0%.
  - c. Effective January 1, 2026 all employees with the bargaining unit shall have their base salary increased by 3.0%.
  - d. Effective January 1, 2027 all employees with the bargaining unit shall have their base salary increased by 3.0%.
4. Article 12 – Amend second shift and third shift differential to \$1.00 per hour, with a maximum annual cap of \$1,950.
5. Article 13 – From January 1, 2023 through December 31, 2023, all employees that work an eight hour shift will have one-half (1/2) hour unpaid lunch break per working day. The work week will be forty hours. Members shall be paid for 7.5 hours daily at

their hourly rate of compensation. Those staff members working more than a four hour shift but less than an eight hour shift, will receive one half hour unpaid lunch.

a. In addition to the above, staff will receive ½ hour of break time.

1. Article 19 – Add Juneteenth to the list of paid floating holidays. The parties shall work toward aligning the list of paid holidays with the SEIU holiday calendar. In the event that certain holidays are adjusted, members shall continue to receive eight (8) paid holidays and five (5) floating holidays annually.

2. Article 26 (3) – Revise section as follows: The County shall provide all employees who retire with fifteen (15) or more years of full-time equivalent service with the County with health insurance upon retirement. An employee shall contribute to the cost of said insurance at a percentage commensurate to that required when he or she retired (the same shall hold true for those employees who elected to take the buyout in their last year of employment – they shall pay the rate they would have paid had their elected to their health insurance in their last year).

Dated this \_\_\_\_ day of September, 2022

For the Employer:

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Larry Slatky  
Executive Director

For the Union:

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Jennifer Travis  
NYSUT – Unit President