

MEMORANDUM OF UNDERSTANDING

MADE BY AND BETWEEN
THE COUNTY OF ALBANY AND CSEA, Local 1000 AFSCME, AFL-CIO
ALBANY COUNTY DEPARTMENT OF HEALTH UNIT #6000-02
ALBANY COUNTY LOCAL 801
January 16, 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. SALARY INCREASES:

Amend **Article VI General Salary increases Section 1. Salary Increases**, p. 6, 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 will 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%

Amend Salary Schedule; see ATTACHMENT "2" pp. 8-13 (to be added)

4. LONGEVITY:

Amend **Article VI General Salary Increases Section 3. Longevity**, p. 6, 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>4</u>	<u>350</u>
<u>5-6</u>	<u>650</u>
<u>7-9</u>	<u>750</u>
<u>10-14</u>	<u>900</u>
<u>15-19</u>	<u>1450</u>
<u>20-24</u>	<u>2400</u>
<u>25+</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>4</u>	<u>350</u>
<u>5-6</u>	<u>750</u>
<u>7-9</u>	<u>850</u>
<u>10-14</u>	<u>1375</u>
<u>15-19</u>	<u>1800</u>
<u>20-24</u>	<u>3200</u>
<u>25+</u>	<u>5000</u>

Longevity to be paid the last pay period of the month in which the employee's anniversary date falls. Longevity will be pro-rated upon retirement only. Separation or discharge for any reason other than retirement will not be pro-rated.

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.

5. ABSENCE WITH PAY:

Amend **Article VII Absence with Pay Section 1(b) Holidays**, p. 7, to read as follows: The days prescribed for the observance of New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day, and Christmas Day, shall be observed as holidays except when any such day falls on Saturday or Sunday, in which case the closest work day shall be observed as the holiday.

Amend **Article VII Absence with Pay Section 6(a) Vacation**, p. 15, to read as follows:

COMPLETED TIME IN SERVICE	VACATION CREDITS
1 year	10 days (after 6 months 5 days leave may be used)
2 years	15 days
<u>5 years</u>	<u>17 days</u>
10 years	20 days
15 years	25 days

6. RETIREMENT HEALTH INSURANCE BENEFIT:

Amend **Article XII Health Insurance and Retirement Section 5 Retirement**, p. 24, to read as follows: The County shall continue the New York State Retirement Plan 75(i). Employees must have completed fifteen (15) years of service with the County to be eligible for continuation of health insurance in retirement.

7. MISCELLANEOUS:

Amend **Article XXV Miscellaneous** by adding Section 26. a new **Labor-Management Safety and Health Committee**, to read as follows: Albany County Health Department 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.

Amend Article XXV Miscellaneous by adding Section 27 to read as follows: Within the first two (2) quarters of year 2023, the Parties agree to meet for continuing discussion of equitable salary increases in consideration of all titles until an agreement can be reached. The first meeting is scheduled for March 1, 2023 at 10:00AM.

Amend Article XXVII Workday Section 4, p. 45, to read as follows: Effective and retroactive to 1/1/2023: Cell phone pay for Environmental Health Employees (in the titles of Associate Public Health Sanitarian III & IV, Senior Public Health Engineer and Environmental Specialist) will be at a rate of \$6.00 per hour except cell phone pay on Thanksgiving, Christmas and New Year's holiday from the time of closure of the office until 8:30 a.m. the following day will be at a rate of one and one-half (1 ½) times the above rate (\$9.00). All Environmental Health Employees performing cell phone duties shall be provided with a list of appropriate support resources with current contact information.

Effective and retroactive to 1/1/2023: The above titles, who are expected to provide on-call coverage, will receive both the above compensation and also be paid at straight pay per each call received and each call made up to a forty (40) hour work week*, as follows:

<u>Length of Call</u>	<u>Straight Pay Earned</u>
<u>1-15 minutes</u>	<u>.5 hour (30 minutes)</u>
<u>16-30 minutes</u>	<u>.75 hour (45 minutes)</u>

<u>31-45 minutes</u>	<u>1 hour (60 minutes)</u>
<u>46-60 minutes...(cont. same increments)</u>	<u>1.5 hours/90 minutes...</u> <u>(cont. same increments)</u>

*For all work performed over a forty (40) hour-work week, employees shall be paid at time and one half their regular rate of pay.

All employees providing on-call coverage will log all calls received and all calls made to submit for compensation.

8. APPENDIX "A":

Amend **Appendix A Albany County Department of Health – Salary**, p. 47, with new titles, including but not limited to: School Specialist; Disease Intervention Specialist II; Public Health Aide II, Public Health Aide (PT); Epidemiologist – Data Analyst; Epidemiology Nurse; Clinic Head Nurse; Public Health Preparedness Coordinator; Lead Poisoning Prevention Specialist; and Registered Professional Nurse II.

9. LABOR MANAGEMENT:

Within three (3) months of the ratification of this Memorandum, the parties agree to discuss in Labor Management Meetings ongoing issues of low morale.

OTHER:

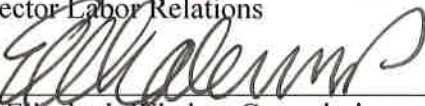
IN WITNESS WHEREOF, the parties hereto have caused this MOU to be signed by their respective representatives on this 18th day of January 2023.

THE COUNTY OF ALBANY

CSEA, Local 1000 AFSCME, AFL-CIO
ALBANY COUNTY
DEPARTMENT OF HEALTH UNIT #6000-02



Peter Apostol, Esq.
Director Labor Relations



Dr. Elizabeth Whalen, Commissioner



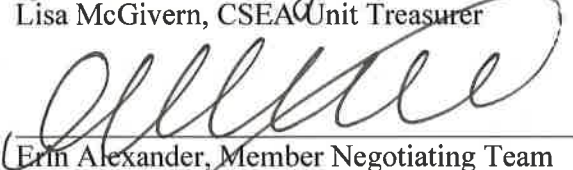
Marianne Stone, CSEA Unit President



Celia Evers, CSEA Unit Secretary



Lisa McGivern, CSEA Unit Treasurer



Erin Alexander, Member Negotiating Team



Ernest Van Wormer, Member Negotiating Team



Virginia O'Brien, Labor Relations Specialist

ATTACHMENT "1"

1. Amend **Article II Dues Deduction Section 1. Dues Deductions**, p. 5, 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 II Dues Deduction Section 3. Agency Shop**: ~~The Employer agrees to comply with the New York State Civil Service Law, [as amended], in regard to agency shop deductions~~, p. 5

3. Amend **Article IV Union Rights**, p. 6, 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 Department of Health 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.

