

## MEMORANDUM OF AGREEMENT BY AND BETWEEN ALBANY COUNTY AND 1199

This memorandum of Agreement by and between the County of Albany ("County" and the 1199 ("Union") sets forth the full agreement of the parties to a successor agreement for the period January 1, 2019- December 31, 2023, for the period January 1, 2024-December 31, 2027. The terms and conditions of the 2019-2023 collective bargaining agreement shall remain in full force and effect unless otherwise specifically modified, changed, or altered by the Memorandum of Agreement. This Memorandum of Agreement is subject to ratification by members of the Union and approval by the County Legislators of Albany County.

### New Rates effective 1-1-24

RN	Base
New 2024	\$ 38.75
0-5 Years	\$ 39.91
6-10 Years	\$ 40.42
11-15 Years	\$ 40.68
16-20 Years	\$ 40.94
21+ Years	\$ 42.47

### Appendix A Salaries General Annual COLA increases follows:

1. 2024 all employees receive a 3% increase; In addition, converting the Employees work week from Forty (40) hours to Thirty- Seven and one Half (37.5) hours from, will result in an additional one-time 6.7% increase to the hourly rate.
2. 2025 all employees receive a 3% increase;
3. 2026 all employees receive a 3% increase;
4. 2027 all employees receive a 3% increase;

**New Schedule Effective January 1, 2025**

Years of Completed Service	Amount
3-4 years	\$150.00
5-6 years	\$500.00
7-9 years	\$1,000.00
10-14 years	\$1,500.00
15-19 years	\$2,000.00
20+	\$5,000.00

**Section 1a.**

Full time Employees are defined as those Employees who are scheduled to work thirty-seven and one half hours (37.5) hours per week or seventy-five (75) hours over a two-week period.

Regular part-time Employees are defined as those Employees who are scheduled to work twenty-two and one half (22.5) hours per week. Regular part-time Employees are eligible for pro-rated benefits as noted throughout this agreement.

Part-time Employees are defined as those Employees who are scheduled to work less than twenty-two and one half (22.5) hours per week. Part-time Employees are not eligible for benefits except where noted throughout the agreement.

**ARTICLE 9**

**JOB CLASSIFICATIONS**

**Section 1.** An Employee regularly assigned to perform the duties of a higher classification, (after ten (10) days in a fiscal year), shall be compensated at the higher rate above his/her regular rate for that tour of duty, (7.5 hours). The rate of compensation shall be the difference between the Employee's current job classification, Step 1, and the higher classification, Step 1. On-the-job training shall be exempt from this clause. Seniority shall apply, on a rotating basis, for the purpose of determining out-of-title assignments, providing the Employees are qualified to perform said work.

**ARTICLE 11**

**SHIFT AND WEEKEND DIFFERENTIAL**

**Section 1. Shift Differential:** Effective upon the signing of this Agreement, employees covered by this Agreement, working on the second (evening) or third (night) shifts shall receive a shift differential as follows:

Shift Differential shall be paid at a rate of \$1.50 for evening and night shifts, designated hours for such shifts shall remain as designated by the prior contract.

~~Regular part-time and part-time Employees shall receive a pro-rated shift differential based on hours worked.~~

**Section 1.2.**      **Weekend Differential:** Weekend differential shall be added effective January 1, 2024 through the term of this contract at rate of \$2.00 per hour. Weekend shift shall be defined as running from the start of the day shift on Saturday through the end of the night shift on Sundays.

**Section 1.3.**

It is understood by the parties that shift and weekend differential shall only apply to hours worked by the employee(s). Hours worked shall mean all hours physically worked by an employee. There shall be no application of shift differential or weekend differential when the use of accruals of benefit time occurs.

**ARTICLE 13**  
**OVERTIME AND WORK WEEK**

**Section 4.**

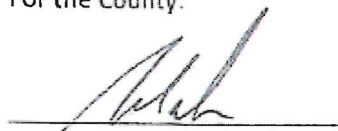
It is understood by the parties that overtime shall be calculated after thirty-seven and one half (37.5) hours of actual worked hours. Hours worked shall mean all hours physically worked by an employee. There shall be no usage of accruals or benefit time considered in the calculation of overtime.

AMEND: ARTICLE 21 – HOLIDAYS as follows:  
Juneteenth shall be added to the list of paid holidays.

AMEND: ARTICLE 32 –Uniforms as follows:  
Effective: January 1<sup>st</sup>, 2025 The uniform allowance shall be replaced with a Safety Shoe Program allowance for the purchase of certified appropriate footwear through “shoes for Crews” website or an equivalent program/website. The annual \$160 maximum safety shoe allowance per employee shall be administered through the facility which will place the orders and pay the invoices. All footwear worn by Employees shall be ordered through this process. Only certified and approved footwear shall be worn by Employees of the Nursing Home in accordance with industry safety standards. Management and Designated Union Members shall meet annually to review and discuss the matter of uniforms.

IN WITNESS WHEREOF, on this 3<sup>rd</sup> day of April, 2024, the parties hereto have hereunder signed this Agreement by their respective officers and representatives.

For the County:

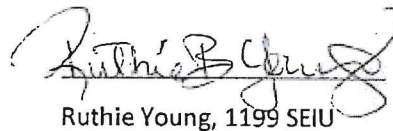


Mark Olsen, Executive Director

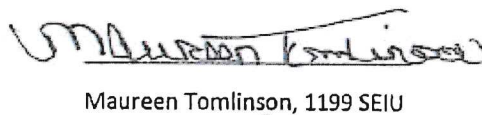


Peter-Daniel Apostol  
Director of Employee Relations

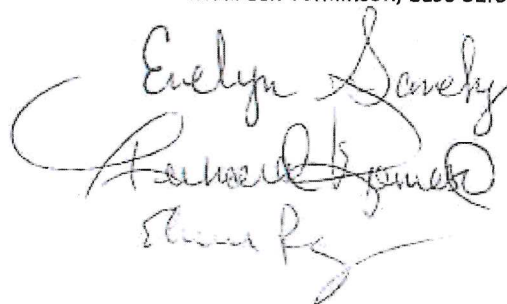
For the Union:



Ruthie Young, 1199 SEIU



Maureen Tomlinson, 1199 SEIU



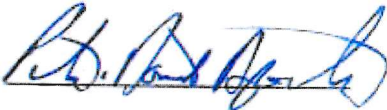
Evelyn Sanchez  
Raymond Sanchez  
Stacy Ryz

IN WITNESS WHEREOF, on this 3<sup>rd</sup> day of April, 2024<sup>5</sup>, the parties hereto have hereunder signed this Agreement by their respective officers and representatives.

For the County:

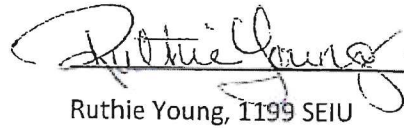
A blue ink signature of Mark Olsen, consisting of a stylized 'M' and 'O'.

Mark Olsen, Executive Director

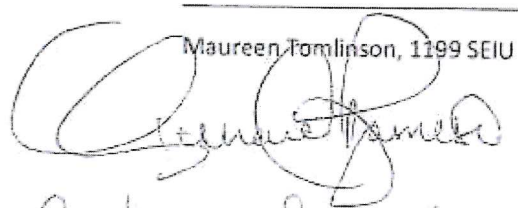
A blue ink signature of Peter-Daniel Apostol, featuring a stylized 'P' and 'A'.

Peter-Daniel Apostol  
Director of Employee Relations

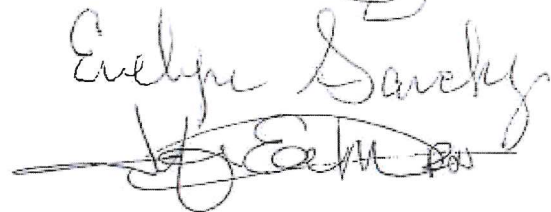
For the Union:

A blue ink signature of Ruthie Young, written in a cursive style.

Ruthie Young, 1199 SEIU

A blue ink signature of Maureen Tomlinson, featuring a large, stylized 'M' and 'T'.

Maureen Tomlinson, 1199 SEIU

A blue ink signature of Evelyn Sanchez, written in a cursive style.

