

MEMORANDUM OF UNDERSTANDING

MADE BY AND BETWEEN
THE COUNTY OF ALBANY AND CSEA, Local 1000 AFSCME, AFL-CIO
ALBANY COUNTY DEPARTMENT OF MENTAL HEALTH AND
CRIME VICTIMS & SEXUAL VIOLENCE CENTER UNIT #6000-04
ALBANY COUNTY LOCAL #801

November 18, 2022

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: *(Agreed 2/24/22)*

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. COMPENSATION:

Amend Article VII SALARY Section 1. Salary Increases, p. 7, to read as follows:

The salary schedule shall be increased as follows:

1/1/2022 – 2% salary increase, retroactive to 1/1/2022, plus one-time signing bonus payment of ~~\$2,000~~ \$1500 to all titles in the bargaining unit. Any retroactive salary increase shall be paid after ratification by both parties and signing of the final agreement. ~~\$2,000~~ \$1500 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% salary increase, retroactive to 1/1/2023

1/1/2024 – 3% salary increase

1/1/2025 – 3% salary increase

1/1/2026 – 3% salary increase

1/1/2027 – 3% salary increase

(Starting Salary Schedule with annual increases to be added as Attachment "2")

Amend **Article VII SALARY Section 3. Longevity**, pp. 8-9, to read as follows:

(Current longevity in effect until 12/31/23)

...Effective January 1, 2024, the full-time employees will be eligible for increases to the longevity payments according to the following schedule:

<i>Years of Continuous Service</i>	<i>Amount per Year</i>
4-5	\$500 <u>\$400</u>
6-9	\$1000 <u>\$800</u>
10-14	\$1500 <u>\$1300</u>
15-19	\$2000 <u>\$1800</u>
20-24	\$3400 <u>\$3200</u>
25+	<u>\$5000</u>

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 separated service due to retirement or disability since January 1, 2022.

4. SHIFT DIFFERENTIAL: (Agreed 5/19/22)

See Other

Amend **Article VII Salary Section 4. Mobile Crisis Team Shift Differential**, pp. 9-10, to read as follows: ...Shift differential shall be paid on the following schedule:

Effective Date	Shift Differential Amount	Shifts Eligible for Differential
1/1/2022	\$3	2nd and 3rd Evening and Overnight (3:30 or 4PM – 8AM), and weekends
1/1/2023	\$3	<u>as above</u>
1/1/2024	\$3	<u>as above</u>
1/1/2025	\$3	<u>as above</u>
1/1/2026	\$3	<u>as above</u>
1/1/2027	\$3	<u>as above</u>

*The County shall pay all employees assigned to work the ~~third~~ overnight shift any day in the pay period an additional \$150 per week.

Shift Leaders will receive same shift differentials as staff.

5. PAID LEAVE:

Amend **Article VIII Absence with Pay Section 1. Holidays**, p. 10, to include Juneteenth holiday and add: ...The foregoing shall be observed as holidays except when any such day falls on Saturday or Sunday, in which case the closest day shall be observed as the holiday. MCT and MHU employees who work on a holiday – observed and actual holiday – shall receive time and one half (1 ½), including any differential, for all hours worked on a holiday plus MCT will receive another day off in the calendar year. (Agreed 2/24/22) *and with both See Other*

Amend **Article VIII Section 2. (C) Sick Leave** – Modify language in paragraph from “Two hours after the start of shift” to “no later than one hour before the start of shift on the first day of absence using sick leave accruals”. (Agreed 3/31/22)

Strike **Article VIII Absence with Pay Section 6. (D) Vacations**, p. 20, to read as follows: Upon separation, retirement, or death, said accumulations will be prorated for months completed and liquidated in cash. ~~Employees with a hire date of 1/1/2014 or after shall be entitled to a maximum of thirty (30) days unused vacation leave that may be liquidated upon separation, retirement, or death.~~ (Agreed 2/24/22)

Amend **Article VIII Absence with Pay Section 6. (D) Vacations**, p. 20, to read as follows: At the end of the year, employees shall be paid for vacation accruals accumulated over the maximum number of hours allowable to be carried over into the following year – 455 hours for 35-hour employees; 520 hours for 40-hour employees. (Agreed 11/4/22)

6. OVERTIME:

Amend **Article XII Overtime Section 2**, p. 25, to read as follows: Overtime shall be compensated at time and one half (1.5) regular rate of pay in cash or time and one half (1.5) compensatory time, at the option of the bargaining unit employee, for any hours worked in excess of forty (40) hours within a pay period. Staff will elect cash or comp at the time of the overtime assignment; employees may be compensated for both cash and comp in the same pay period. All hours worked within a pay period shall be paid at a rate of straight pay, inclusive of any differential, until a total of forty (40) hours has been reached.

Any Up to 140 hours of remaining balance of compensatory time left by December 31st of each year may be taken in cash; no up to 70 hours of remaining compensatory time may carry over to the following year. (FLSA) Overtime is not available to CVSVC employees. (Agreed 11/4/22)

See Other
3

Amend **Article XII Overtime Section 4**, p. 25, to read as follows: Departmental employees who are authorized to work scheduled overtime on weekends on the Mental Health tier at the Albany County Jail will receive compensation at the rate of one and one-half (1 ½) times the employee's regular rate of pay for time worked, ~~up to a maximum of four (4) hours per weekend, with prior administrative approval to exceed standard four (4) hours per weekend.~~ (Agreed 2/24/22)

7. HEALTH INSURANCE:

Amend **Article XIII Health Insurance Section 8 (A)**, p. 29, to read as follows: The County agrees to provide at no cost to the employee the CSEA Sunrise Dental Plan. (Agreed 2/10/22)

Amend **Article XIII Health Insurance Section 11**, p. 30, to read as follows: Employees must have completed fifteen (15) years of service with the County to be eligible for continuation of health insurance in retirement. (Agreed 2/24/22)

8. ON CALL:

Amend **Article XXVIII Miscellaneous Section 9**, p. 48, to read as follows: Effective upon approval and ratification of 2022 agreement by both parties, all personnel currently working in the Enhanced Service Team (ACT Team), who are expected to provide on-call coverage during evening and weekend hours, will receive both a stipend and compensatory time for all time worked. Compensatory time will be calculated in quarter hour increments per each call received as follows*:

Length of Call	Compensatory Time Earned*
1-15 minutes	.25 hour/15 minutes
16-30 minutes	.50 hour/30 minutes
31-45 minutes	.75 hour/45 minutes
46-60 minutes...	1 hour/60 minutes...

~~Friday to Friday on-call coverage equals 16 hours of comp time; Monday to Friday and Friday to Monday on-call coverage equals 8 hours of comp time.~~

* Comp time will be earned at twice the above rate for any call received on an actual holiday.

This compensatory time will be accrued, used or cashed out as applied to compensatory time in Article XII Overtime Section 2 [as amended]. In the case of the members of the Mobile Crisis

Team, an eight (8) hour shift will be allotted as compensatory time for each weekend of on-call worked. (Agreed 11/4/22)

Weekly stipend is based on the following schedule:

2022: \$2300/year

2023: \$2300/year

2024: \$2600/year

2025: ~~\$2800/year~~ \$2600/year

2026: ~~\$3000/year~~ \$2800/year

2027: ~~\$3200/year~~ \$2800/year (Agreed 11/4/22)

9. MISCELLANEOUS:

Amend **Article XXVIII Miscellaneous** by adding a new **Section 28**, to read as follows: Albany County agrees to maintain and make available ~~no less than 16~~ eight (8) parking spaces at the MVP Center Garage reserved for the exclusive use of CVSVC employees, at shared cost with the County not to exceed 50% contribution. no charge to the employee. * The County further agrees to make available additional spaces for CVSVC employees upon application. (Agreed 11/4/22) 11.18.22

Subject to County Availability

~~*The County agrees to reimburse CVSVC employees for all work-related parking expenses until parking spaces at the MVP Center Garage are secured.~~

Amend **Article XXVIII Miscellaneous** by adding a new **Section 29**, to read as follows: Albany County Department of Mental Health and Crime Victims & Sexual Violence Center agree to provide all necessary technology ~~including but not limited to laptop computers, software and remote-wifi~~, to employees participating in the Hybrid Remote Worker Program, as needed and approved by the Department. (Agreed 11/4/22)

~~Amend **Article XXVIII Miscellaneous** by adding a new **Section 30**, to read as follows: If an employee moves from a 35-hour position to a 40-hour position in the same title, the employee's hourly rate shall remain the same. Any title in a 35-hour position may move to a 40-hour position or 40-hour position to 35-hour position, if desired, contingent upon availability of vacancy. Should more than one employee seek to move to a single vacancy, approval will be based on seniority.~~
(Agreed 5/6/22; rescinded 11/4/22; withdrawn 11/4/22)

Amend **Article XXVIII Miscellaneous** by adding a new **Section 31, Labor Management Safety and Health Committee**, to read as follows: Albany County Department of Mental Health and

Crime Victim & Sexual Violence Center and CSEA shall establish two Labor/Management Health and Safety Committees. The committees 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: meet at least quarterly; conduct inspections to find and evaluate hazards, and to offer recommendations for control of potential health and safety hazards; appoint members, as needed, from the area of concern from CSEA to participate in inspections; receive copies of all injury and illness reports, lists of toxic materials and exposure records; promote health and safety education; 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. (Agreed 2/24/22)

10. APPENDIX "A":

Amend to include all titles as discussed, including but not limited to the following: Health Home Care Manager; Keyboard Specialist; Medical Billing Clerk; Mental Health Clinician I, II; Peer Advocate; Quality Assurance Specialist; Reentry Coordinator; Senior Keyboard Specialist; Staff Social Worker II; Supervising Mental Health Clinician; Campus Services Coordinator; and Coordinator of Community Education; Crime Victims Case Manager; Community Engagement Liaison (Starting Salary \$42,245); and Human Trafficking Services Coordinator (Starting Salary \$49,216). (Agreed 11/4/22)

Strike Social Worker

11. LABOR MANAGEMENT:

Within six (6) months of the ratification of this Memorandum, the parties agree to discuss in Labor Management Meetings: an agreement to continue a hybrid remote worker program at Albany County Department of Mental Health and Crime Victim & Sexual Violence Center should the County's program end; additional technological needs of the Hybrid Remote Worker Program, including but not limited to laptops, software, wifi; and possibility of securing three (3) electric vehicles for use by DMH/CSVSC staff. (Agreed 11/4/22)

12. OTHER:

Amend Article VIII Absence with Pay, p. 22 to clarify CVSVC is included.

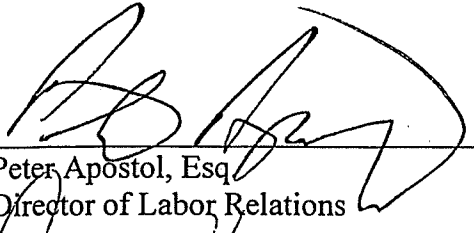
Amend Article XXVIII Miscellaneous Section 16, p. 50 to reflect the standard work week is 40 hours with one-half (1/2) hour per day unpaid lunch. *for each "Strike" Exceptions... effect*

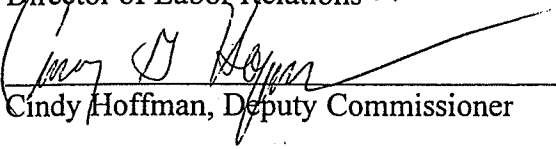
- Strike last paragraph either 35 or*
- P. 3 Second paragraph clarified - first seventy *hours* in (70) comp time; anything above up to 140 can be paid in cash at end of year.
- miscellaneous*
- P. 5 add to first paragraph available spaces... "Subject to County's available spaces"
- PAID LEAVE*
- P. 3 add plus MCT and MTH both will receive another day off in calendar year.
- #13*
- Crime Victim (st singular throughout; strike "Assault" and replace with "Violence."
- Remove ICAU per Cindy Hoffman throughout
- 4. SHIFT DIFFERENTIAL*
- MTH add for weekend differential pay. *(6-23-22) (intg)*

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be signed by their respective representatives on this 18th day of November 2022.

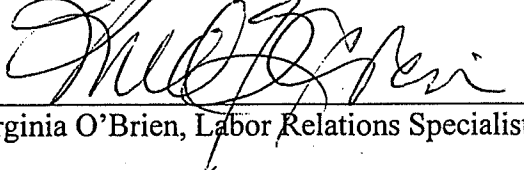
THE COUNTY OF ALBANY

CSEA, Local 1000 AFSCME, AFL-CIO
ALBANY COUNTY DEPARTMENT OF
MENTAL HEALTH AND CRIME VICTIMS &
SEXUAL VIOLENCE CENTER


Peter Apostol, Esq.
Director of Labor Relations


Cindy Hoffman, Deputy Commissioner


Lisa Forner, Unit President


Virginia O'Brien, Labor Relations Specialist

ATTACHMENT "1"

1. Amend **Article III 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 III Dues Deduction Section 5. 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 Mental Health & Crime Victim & Sexual Assault Violence Center 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.