

RESOLUTION NO. 138

APPROVING THE DEPARTMENT OF RESIDENTIAL HEALTH CARE FACILITIES COLLECTIVE BARGAINING AGREEMENT WITH NEW YORK STATE UNITED TEACHERS – PROFESSIONAL STAFF ASSOCIATION COLLECTIVE BARGAINING UNIT AND AMENDING THE 2023 DEPARTMENT OF RESIDENTIAL HEALTH CARE FACILITIES BUDGET

Introduced: 4/10/23

By Personnel Committee and Miller:

WHEREAS, The Executive Director of the Department of Residential Health Care Facilities has requested approval of an agreement with the New York State United Teachers – Professional Staff Association (the “Bargaining Unit”) on the terms and conditions of employment for the period of January 1, 2023 through December 31, 2027, and

WHEREAS, Under the terms of the agreement, employees of the Bargaining Unit will receive a salary increase of 3% for 2024, a 3% salary increase for 2025, a 3% salary increase for 2026 and a 3% salary increase for 2027, and

WHEREAS, Other terms and conditions of employment were modified in accordance with the annexed Memorandum of Understanding ratified by the membership of the Bargaining Unit, now, therefore, be it

RESOLVED, By the Albany County Legislature that the terms and conditions of employment between the County of Albany and the Bargaining Unit as set forth in the existing collective bargaining agreement shall continue except as modified by the annexed Memorandum of Understanding, and, be it further

RESOLVED, That the 2023 Department of Residential Health Care Facilities Budget is hereby amended to accommodate said agreement as indicated in the spreadsheet annexed hereto, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

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.

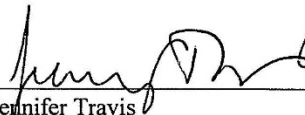
2. Article 26 (3) – Revise section as follows: The County shall provide all employees who retire with fifteen (15) or more years of full-time equivalent service with the County with health insurance upon retirement. An employee shall contribute to the cost of said insurance at a percentage commensurate 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:

Larry Slatky
Executive Director

For the Union:



Jennifer Travis
NYSUT – Unit President

ACCOUNT NO.	RESOLUTION DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
NH6020 11310	640002 MEDICAL DIRECTOR	\$ 11,853		\$ 177,802	Shaker Place Rehabilitation and Nursing Center
NH6020 11318	640011 DIRECTOR DIETARY SVC	\$ 5,464		\$ 81,964	Shaker Place Rehabilitation and Nursing Center
NH6020 11321	640012 DIRECTOR OF PHY THER	\$ 5,540		\$ 83,101	Shaker Place Rehabilitation and Nursing Center
NH6020 11322	640013 DIRECTOR OF OCC THER	\$ 5,540		\$ 83,101	Shaker Place Rehabilitation and Nursing Center
NH6020 11323	640038 DIR OF SOCWORK SERVS	\$ 5,657		\$ 84,858	Shaker Place Rehabilitation and Nursing Center
NH6020 11326	640093 DIR LEISURTIME ACTIV	\$ 3,745		\$ 56,180	Shaker Place Rehabilitation and Nursing Center
NH6020 11327	640910 DIR SPEECH THERAPIES	\$ 5,540		\$ 83,101	Shaker Place Rehabilitation and Nursing Center
NH6020 11329	640912 ADMISSIONS DIRECTOR	\$ 5,020		\$ 75,295	Shaker Place Rehabilitation and Nursing Center
NH6020 11332	641016 AST DIR SOC WORK SER	\$ 4,637		\$ 69,570	Shaker Place Rehabilitation and Nursing Center
NH6020 11840	640100 ADMISSIONS OFFICER	\$ 4,096		\$ 61,438	Shaker Place Rehabilitation and Nursing Center
NH6020 11928	640969 AST DIR ENVIRN SERVS	\$ 3,250		\$ 48,759	Shaker Place Rehabilitation and Nursing Center
NH6020 12150	640107 OCCUPATIONAL THERAPI	\$ 4,908		\$ 73,631	Shaker Place Rehabilitation and Nursing Center
NH6020 12153	640109 RESPIRATORY THERAPIS	\$ 4,712		\$ 70,667	Shaker Place Rehabilitation and Nursing Center
NH6020 12155	640110 PHYSICAL THERAPIST	\$ 4,946		\$ 74,202	Shaker Place Rehabilitation and Nursing Center
NH6020 12155	641017 PHYSICAL THERAPIST	\$ 4,946		\$ 74,202	Shaker Place Rehabilitation and Nursing Center
NH6020 12180	640114 DIETICIAN RD	\$ 4,476		\$ 67,138	Shaker Place Rehabilitation and Nursing Center
NH6020 12181	641008 DIETICIAN TRAINEE	\$ 3,544		\$ 53,162	Shaker Place Rehabilitation and Nursing Center
NH6020 12202	640216 SOCIAL WORKER	\$ 3,640		\$ 54,613	Shaker Place Rehabilitation and Nursing Center
NH6020 12539	640455 MANAGER FISCAL OPERA	\$ 4,233		\$ 63,503	Shaker Place Rehabilitation and Nursing Center
NH6020 12744	640106 NETWORK & SYS TECH	\$ 4,514		\$ 67,718	Shaker Place Rehabilitation and Nursing Center
NH6020 14413	640199 SR SECURITY GUARD	\$ 3,040		\$ 45,601	Shaker Place Rehabilitation and Nursing Center
NH6020 14415	640200 SECURITY GUARD	\$ 2,272		\$ 34,089	Shaker Place Rehabilitation and Nursing Center
NH6020 14415	640203 SECURITY GUARD	\$ 2,305		\$ 34,583	Shaker Place Rehabilitation and Nursing Center
NH6020 14415	640205 SECURITY GUARD	\$ 2,272		\$ 34,089	Shaker Place Rehabilitation and Nursing Center
NH6020 14415	640208 SECURITY GUARD	\$ 2,305		\$ 34,583	Shaker Place Rehabilitation and Nursing Center
NH6020 15120	640471 CLINICAL ASSISTANT	\$ 2,474		\$ 37,114	Shaker Place Rehabilitation and Nursing Center
NH6020 15201	640493 SOCIAL WORKER ASSIST	\$ 3,048		\$ 45,716	Shaker Place Rehabilitation and Nursing Center
NH6020 15201	640495 SOCIAL WORKER ASSIST	\$ 3,189		\$ 47,846	Shaker Place Rehabilitation and Nursing Center
NH6020 16104	640529 ACCOUNT CLERK II	\$ 3,982		\$ 59,733	Shaker Place Rehabilitation and Nursing Center
NH6020 16194	640846 FISCAL ASSISTANT II	\$ 2,728		\$ 40,931	Shaker Place Rehabilitation and Nursing Center
NH6020 16198	640482 FISCAL ASSISTANT III	\$ 4,296		\$ 64,428	Shaker Place Rehabilitation and Nursing Center
NH6020 16236	640556 CLERK TYPIST I	\$ 2,254		\$ 33,815	Shaker Place Rehabilitation and Nursing Center
NH6020 16303	640847 CLERK I WARD CLERK	\$ 2,762		\$ 41,443	Shaker Place Rehabilitation and Nursing Center
NH6020 16303	640853 CLERK I WARD CLERK	\$ 2,762		\$ 41,443	Shaker Place Rehabilitation and Nursing Center
NH6020 16306	640562 HEALTH INFO TECHNICI	\$ 3,632		\$ 54,484	Shaker Place Rehabilitation and Nursing Center
NH6020 16412	641014 RECEPTIONIST	\$ 2,762		\$ 41,443	Shaker Place Rehabilitation and Nursing Center
NH6020 16542	640568 MAINTENANCE INVENTOR	\$ 2,828		\$ 42,416	Shaker Place Rehabilitation and Nursing Center
NH6020 16615	640570 MESSENGER	\$ 1,926		\$ 28,895	Shaker Place Rehabilitation and Nursing Center
NH6020 18000	640862 CHIEF DIETICIAN	\$ 4,621		\$ 69,322	Shaker Place Rehabilitation and Nursing Center
NH6020 18005	640863 CHIEF	\$ 3,756		\$ 56,344	Shaker Place Rehabilitation and Nursing Center
NH6020 18013	640602 SUPERVISING FOOD SER	\$ 2,464		\$ 36,956	Shaker Place Rehabilitation and Nursing Center
NH6020 18013	640605 SUPERVISING FOOD SER	\$ 2,464		\$ 36,956	Shaker Place Rehabilitation and Nursing Center
NH6020 18013	640606 SUPERVISING FOOD SER	\$ 2,464		\$ 36,956	Shaker Place Rehabilitation and Nursing Center
NH6020 18140	640882 DIR OF CUSTODIAL WRK	\$ 5,090		\$ 76,359	Shaker Place Rehabilitation and Nursing Center
NH6020 18145	640689 CUSTODIAL WORK SUPER	\$ 2,344		\$ 35,161	Shaker Place Rehabilitation and Nursing Center
NH6020 12717	640533 APPLICATIONS ANALYST		\$ 57,664	\$ 61,784	Shaker Place Rehabilitation and Nursing Center
NH6020 12540	640967 Fiscal Officer II		\$ 76,283	\$ 88,150	Shaker Place Rehabilitation and Nursing Center
NH6020 12122	640027 Head Nurse		\$ 18,053	\$ 72,213	Shaker Place Rehabilitation and Nursing Center
NH6020 12122	640031 Head Nurse		\$ 18,053	\$ 72,213	Shaker Place Rehabilitation and Nursing Center
NH6020 12122	640032 Head Nurse		\$ 4,248	\$ 72,213	Shaker Place Rehabilitation and Nursing Center
NH6020 18103	640864 BUILDING MAINT SUPER			\$ 50,507	Shaker Place Rehabilitation and Nursing Center
TOTAL APPROPRIATIONS		\$ 174,301	\$ 174,301		
ESTIMATED REVENUES					
ACCOUNT NO.	RESOLUTION DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
TOTAL ESTIMATED REVENUES		\$ -	\$ -		
GRAND TOTAL		\$ 174,301	\$ 174,301		