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Contract Database Metadata Elements

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Union: Fulton County Nurses Unit, CSEA, AFSCME, AFL-CIO

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AGREEMENT

by and between

FULTON COUNTY

and

CSEA, Local 1000 AFSCME, AFL-CIO

RECEIVED

OCT 23 2002

NYS PUBLIC EMPLOYMENT RELATIONS BOARD

Fulton County Nurse's Unit
Fulton County Local 818

January 1, 2002 - December 31, 2004
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Appendix A:

Nurses Unit Salary Structure
This Agreement is made between the County of Fulton, hereinafter referred to as the "Employer" and the Civil Service Employees Association, Inc., AFSCME, Local 1000, AFL-CIO, for the Fulton County Nurses Unit of the CSEA Fulton County Local 818, hereinafter referred to as "CSEA".

PREAMBLE

It shall be the public policy of the County of Fulton and the purpose of this Agreement to promote harmonious and cooperative relationships between the County of Fulton and its employees, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of government. The Employer and the C.S.E.A. agree that all terms and conditions of this Agreement shall be applied without regard to race, religion, national origin, sex or age or any other enumerated category protected by law.

ARTICLE I
RECOGNITION

SECTION 1.

A. The Employer recognizes C.S.E.A. as the sole and exclusive representative for all the employees in the unit described in Article II. The Employer shall furnish members of the bargaining unit with copies of this Agreement.

B. Excluded from the bargaining unit are temporary employees, who shall be defined as employees who are hired for a specific reason, or a specific duration of time of six (6) months or less. After six (6) consecutive months of employment, a temporary employee shall be placed in the bargaining unit and shall be eligible for benefits. The employee’s seniority date will commence on the date that the employee is placed in the bargaining unit.

SECTION 2.

C.S.E.A. shall have exclusive payroll deduction of membership dues and insurance premiums for employees and no other employee organization shall be accorded any such payroll deduction privilege throughout the unchallenged representation period. The Employer shall deduct from the wages of those employees who sign such authorization permitting such payroll deduction.

SECTION 3.

The Employer agrees to deduct from the wages of all non-C.S.E.A. members within the bargaining unit, an Agency Shop Fee in the amount of the dues levied by C.S.E.A. Such sums shall be transmitted to C.S.E.A., 143 Washington Avenue, Albany, New York. The Employer shall not be liable to any employee for any deduction made pursuant to this Section and C.S.E.A. agrees to save and hold the Employer harmless, including legal fees and other reasonable and necessary expenses, against any claim whatsoever arising out of the deduction and transmittal of the agency shop fee. The Employer agrees to cooperate with C.S.E.A. in its compliance with the advance deduction/refund requirements of applicable law by furnishing C.S.E.A. with the names and
addresses of agency shop fee payors and assisting C.S.E.A. in locating agency shop fee payors in the event C.S.E.A. is unable to locate them.

SECTION 4.

C.S.E.A. affirms that it will not institute a strike against the Employer, will not assist or participate in any such strike and it will not impose an obligation upon its members to conduct, assist or participate in such a strike. Should any of the preceding occur, including any form of “job action”, the C.S.E.A. and its officers will publicly instruct its members to carry out the terms of the Agreement and to perform their duties in the usual manner.

ARTICLE II

COLLECTIVE BARGAINING UNIT

The Bargaining Unit shall consist of Registered Nurses, and Public Health Nurses, exclusive of elected officials and all other county employees. No employee excluded from this Agreement shall perform duties normally performed by members of the Bargaining Unit, except in emergency or when all available, qualified employees are utilized.

ARTICLE III

COMPENSATION

SECTION 1.

The wage schedule for the term of this Agreement is attached and made a part of this Agreement as Appendix A.

A1. There shall be an across-the-board salary increase for all employees as defined in the wage schedule as the one year rate attached as Appendix A as follows:

Effective January 1, 2002

(a) Registered Nurses and Nursing Unit Manager at RHCF $1.00 per hour increase
(b) PHN’s Reclassified from Grade 3 to Grade 4, plus 3%
(c) All other Employees in Bargaining Unit 3%

Effective January 1, 2003

(a) Registered Nurses and Nursing Unit Manager at RHCF $1.50 per hour increase
(b) All other Employees in Bargaining Unit 3%
Effective January 1, 2004

All Employees

A2. Employees who are on the payroll on the date that the Fulton County Board of Supervisors ratifies the Memorandum of Agreement, or who have retired between the effective date of the Agreement and the date of ratification shall receive retroactive pay, so long as the employee is entitled to no less than $25.00.

B. Longevity Pay:

1. Full-time employees with one or more years of service will receive longevity compensation at the rate of $50.00 per year of service calculated from the first anniversary date of employment.

2. Employees with five or more years of service will receive longevity compensation at the rate of $75.00 per year of service calculated from the fifth anniversary date of employment.

3. Employees with ten or more years of service will receive longevity compensation at the rate of $100.00 per year of service calculated from the tenth anniversary date of employment.

4. Longevity compensation shall be adjusted twice a year:

Anniversary Date: Jan. 1st to June 30th - January
Anniversary Date: July 1st to Dec. 31st - July

except for beginning employees who will receive their first year longevity pay at the anniversary date of employment.

C. All employees shall be paid on the basis of 26 pay periods per year.

SECTION 2. Uniform Allowance

A. Effective January 1, 2002, all bargaining unit employees required to wear uniforms shall receive a uniform allowance of $300.00 per year.

B. 1. Upon separation of service, employees shall not be required to return uniforms.

2. Uniform allowance for all the above will be dispensed on an off-pay week in the following manner:
Employees shall receive one-half of the uniform allowance on or about January 15 and one-half of the uniform allowance on or about July 1 of each year of the collective bargaining agreement. Official uniforms shall be worn on duty at all times.

3. In order to receive a uniform allowance, an employee must be on the payroll 50 percent of the time for the prior six months.

4. New hires shall not receive uniform allowance until completing probation, at which time they shall receive prorated uniform allowance. During probation, nurses in the CHHA shall be permitted to wear white uniforms, but shall be required to wear a blue blazer, blue sweater, etc.

SECTION 3. Miscellaneous Compensation

A. Mileage Allowance

Employees shall be compensated at the allowance equal to the Internal Revenue Service reimbursement rate for use of their personal car when on County business.

B. All employees shall receive a guaranteed four (4) hours pay at straight time for “emergency” call-in. All time worked shall be charged against the four hours guaranteed pay.

C. Those employees called in to cover shift assignment shall be compensated for the entire shift.

D. Premium Pay

1. Residential Health Care Facility (RHCF)

   a. Premium pay for registered professional nurses at the RHCF for second and third shifts shall be $1.70 per hour. The shift differential shall be paid for hours worked only.

Shift differential shall be paid only to shift employees who actually work between 3:00 p.m. and 7:00 a.m. As an example, an employee who normally works the 11:00 p.m. to 7:00 a.m., and who works overtime past 7:00 a.m., would not receive the shift differential for the hours worked after 7:00 a.m. The employee would, however, receive the shift differential for the hours worked on the 11:00 p.m. to 7:00 a.m. shift. Similarly, an employee who is normally assigned to work from 7:00 a.m. to 3:00 p.m., and who works overtime past 3:00 p.m., would receive shift differential for the hours worked past 3:00 p.m. An employee who is assigned to the 3:00 p.m. to 11:00 p.m. shift, and who works prior to 3:00 p.m., would not receive shift differential for the hours worked prior to 3:00 p.m., but would receive shift differential for hours worked past 3:00 p.m.
Shift differential shall be applicable to RNs and Nursing Unit Managers at the RHCF, and shall not apply to Public Health Nurses, CAP, CHHA or other employees in the bargaining unit.

b. The weekend premium pay at the RHCF shall be increased to Thirteen Dollars ($13.00) for any eight-hour tour of duty on Saturdays or Sundays. Weekend premium pay shall be paid from 11:00 p.m. Friday to 11:00 p.m. Sunday. Effective January 1, 2000, weekend premium pay at the RHCF shall be $12.00 per day. Effective January 1, 2001, weekend premium at the RCHF shall be $13.00 per day.

c. Those employees required to work the hours from 7:00 p.m. to midnight on either Christmas Eve or New Year’s Eve shall receive an additional Ten cents ($0.10) per hour.

d. Charge Duty Pay is terminated. Present RHCF R.P.N.’s working the 7-3 shift who received Charge Duty Pay prior to January 1, 1979, shall continue to receive $300.00 per year. Upon leaving position or changing shift, this pay is terminated. No new person is eligible for Charge Duty Pay.

e. Premium pay for those RHCF Floor R.P.N.’s who are assigned charge-of-house duties will be $25.00 per day. Assignment to these duties will be on a rotating basis.

2. CHHA

a. R.N.’s in the CHHA shall be paid an additional $11.00 for any eight-hour tour of duty occurring on days designated as a regular weekend assignment.

E. Out-of-Title Pay

When an employee is assigned the duties ordinarily done by a person in a higher job classification for one (1) day, said employee will receive the pay due that title for the time worked in the following manner:

1. One or more years of service - the one year rate.

2. Less than one year of service - the starting rate.

Any arbitration award sustaining a grievance alleging a violation of this provision shall be limited toward back pay award not to exceed thirty (30) working days prior to the date of the filing of the grievance.
SECTION 4. Flu Shots

Flu shots that are recommended or required for employees shall be paid by the County

ARTICLE IV
WORKDAY, WORKWEEK AND OVERTIME

Section 1, CHHA

A. CHHA

1. The workday for RN's working at the CHHA shall commence between 7:00 a.m. and 9:00 a.m. Employees shall work eight (8) hours in a workday, with a lunch period of one-half (1/2) hour. Coffee breaks shall be limited to two (2) in any one day, not to exceed fifteen (15) minutes for each.

2. All RN's working at the CHHA shall be assigned weekend duty on a rotation basis. RN's wishing to switch or exchange must arrange their schedules with other RN's and shall notify management prior to said change. Changes shall also be noted in the appropriate daily schedule. New hires will be assigned in the rotation as determined by the Department Head or designee.

3. If any Registered Nurse on an approved leave of absence, disability or resigns leaving a vacancy, the rotational schedule will be revised accordingly, unless there are sufficient volunteers to cover for the vacancy.

4. On Call

a. One (1) registered nurse shall be assigned weekend on-call from 8:00 a.m. Saturday to 8:00 a.m. Monday. The on-call nurse will be available by pager to receive direct calls from the Agency's on-call service. A pager and cell phone will be provided by the Agency. The nurse will be reimbursed for long distance calls placed during on-call hours. On-call shall be paid at the daily rate of Thirty Dollars ($30.00) per day.

b. One (1) registered nurse shall be assigned holiday call from 8:00 a.m. on a holiday to the following 8:00 a.m. The on-call nurse will be available by pager to receive direct calls from the Agency's on-call service. A pager and cell phone will be provided by the Agency. The nurse will be reimbursed for long distance business calls placed during on-call hours. On-call shall be paid at the daily rate of Thirty Dollars ($30.00) per day.

c. Weekday on-call shall be assigned on a rotating basis according to a schedule agreed upon by staff and management.

One (1) RN will be on call from 4:00 p.m. through 8:00 a.m. the following morning. The on-call nurse will be available by pager to receive direct calls from the Agency's
on-call service. A pager and cell phone will be provided by the Agency. The nurse will be reimbursed for long distance calls placed for business purposes during on-call hours. On-call shall be paid at the daily rate of Thirty Dollars ($30.00) per day.

d. RN's who make visits while on-call shall be paid time and one-half (1 ½) for hours worked over eight (8) hours a day. The on-call nurse will be available by pager to receive direct calls from the Agency's on-call service. A pager and cell phone will be provided by the Agency. The Nurse will be reimbursed for long distance calls placed for business purposes during on-call hours. On-call shall be paid at the hourly rate of Thirty Dollars ($30.00) per day.

e. RN's wishing to switch or exchange must arrange their schedule with other nurses and shall notify management of the change. Changes shall also be noted in the appropriate daily schedule.

B. All employees shall receive time and one-half for overtime in excess of eight (8) hours per day or forty (40) hours per week, except that employees in the RHCF shall receive time and one-half for overtime in excess of eight (8) hours per day or eighty (80) hours in a payroll period. RPNs and PHNs salary is annualized for budgetary purposes but is computed on an hourly basis for administrative ease and for determining overtime pay rates. The annualized work hours for the years 2002 to 2004 are as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Work Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>2002</td>
<td>2,088</td>
</tr>
<tr>
<td>2003</td>
<td>2,088</td>
</tr>
<tr>
<td>2004</td>
<td>2,096</td>
</tr>
</tbody>
</table>

C. Employees may elect to receive compensatory time off in lieu of overtime for hours worked in excess of forty (40) hours in a work week, with the consent of the appropriate department head. Employees may accumulate a maximum of forty-five (45) hours compensatory time (thirty (30) hours work).

D. All overtime work shall be performed by employees within their title with such overtime being as equitably distributed as possible. Only employees having an ability to perform the work will receive such overtime.

E. All overtime must receive prior approval of the Department Head, except in an emergency, or when on-call.

Section 2, Public Health

A. 1. The work day for PHNs in the Fulton County Public Health Service shall commence at 8:00 a.m., with a lunch period of one-half (½) hour. Coffee breaks shall be limited to two (2) in any one day, not to exceed 15 minutes for each. Work schedules may be adjusted pursuant to A.4, below.
2. PHNs who are called out on an emergency basis shall be guaranteed the emergency call-in pay as provided in Article III, Section 3.B.

3. PHNs wishing to switch or change must arrange their schedule with other nurses and shall notify management prior to said change. Changes shall also be noted in the appropriate daily schedule.

4. PHNs shall be assigned to cover clinics on a rotation basis. The PHN assigned to the clinic will work “flex hours” within thirty (30) days to cover the clinic evenings and Saturdays.

5. If any PHN is on an approved leave of absence, disability, or resigns, leaving a vacancy, the rotational schedule will be revised accordingly, unless there are sufficient volunteers to cover for the vacancy.

B. In the sole discretion of management, employees will be paid overtime at time and one-half (1 ½) rather than having the employee flex hours on an hour-for-hour basis for work in excess of 80 hours in a payroll period. The annualized work hours for years 2002 through 2004 are as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Work Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>2002</td>
<td>2,088 work hours</td>
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<tr>
<td>2003</td>
<td>2,088 work hours</td>
</tr>
<tr>
<td>2004</td>
<td>2,096 work hours</td>
</tr>
</tbody>
</table>

C. When on-call is required by management, assignments shall be made by requesting a volunteer. If there are no volunteers, then assignments shall be made through rotating inverse seniority. On-call shall be paid at the daily rate of $30.00 per day. PHN's who make visits while on-call shall be paid time and one-half (1 ½) for hours worked over eight (8) hours per day.

D. All overtime work shall be performed by employees within their title with such overtime being as equitably distributed as possible. Only employees having an ability to perform the work will receive such overtime.

E. All overtime must receive prior approval of the department head or designee, except in an emergency or when on call.

F. Overtime shall be paid at time and one-half for actual time worked.

Section 3. Workday

Lunches and/or coffee breaks shall not be taken to shorten the workday.
ARTICLE V
HOLIDAYS

SECTION 1. Holidays

A. All full-time employees shall be granted the following legal holidays with pay.

- New Year’s Day
- Labor Day
- Martin Luther King Day
- Columbus Day
- Lincoln’s Birthday
- Election Day
- President’s Day
- Veterans’ Day
- Memorial Day
- Thanksgiving Day
- Independence Day
- Day After Thanksgiving
- Christmas Day

B. CHHA

In December of the preceding year, a Holiday Assignment sign-up will be rotated among the staff from most to least senior. All staff must sign up to work at least one major and one minor holiday. In the event a Legal Holiday falls on a Saturday or Sunday, the following rules will apply.

Staff regularly assigned to work the weekend in which a holiday falls:

When a holiday falls on a Saturday, the staff whose normal work assignment is Saturday and Sunday, will work Friday and Sunday. When a Holiday falls on a Sunday, the staff assigned to the weekend will observe Saturday and Monday as normal work days.

Example: If Christmas falls on Sunday, the weekend staff will work Saturday December 24 and Monday December 26. The staff assigned Holiday duty will work Sunday December 25.

All other staff:

When a holiday falls on a Sunday, the following Monday will be the day observed as the Holiday. When a Holiday falls on a Saturday, the preceding Friday shall be observed. Only staff assigned holiday duty, and working the legal holiday are entitled to holiday pay.

C. Lincoln’s Birthday and Election Day shall be normal work days and shall become floating holidays. In order to be eligible for the floating holiday, the employee must actually work on each traditional holiday (Lincoln’s Birthday or Election Day). A floating holiday shall be taken off within one (1) year of the traditional holiday.
SECTION 2. Part-Time Employees

A. Regular part-time employees at the RHCF, when excused from work on a holiday from a formally scheduled tour of duty, will be paid a holiday allowance on a pro-rated basis.

B. Regular part-time employees at the CHHA, will receive six (6) floating holidays in lieu of any of the enumerated holidays set forth in paragraph “1” above. Holiday assignments shall be made by the department head on a rotating basis.

SECTION 3. Work on a Holiday

A. RHCF

1. Regular full-time RPN’s at the RHCF who work on a holiday shall be paid time and one half for hours worked on the holiday, and may also select a substitute holiday to be taken in the future which is agreeable with the immediate supervisor and/or department head. Employees who work the actual holiday shall be compensated with holiday pay. Employees shall not be permitted to cash out accrued holidays unless the holiday is denied by the Department Head.

B. CHHA

1. Regular full-time RPN’s at the CHHA shall receive, in addition to their regular pay, time and one half (1 1/2) pay or compensatory time off at the 1 1/2 rate for all hours worked on a holiday.

2. In December of each year a sign-up volunteer list for holiday duty and holiday on call shall be circulated among the nursing staff. Nurses shall be required to sign up for at least one major and one minor holiday. Two nurses will be assigned to work each holiday. If there is insufficient staff to cover all days, or due to absences caused by sickness or unplanned absence, assignments will be made first requesting a volunteer, and if no volunteer, by assignment by rotating inverse seniority.

ARTICLE VI
VACATION, SICK LEAVE AND OTHER LEAVE REGULATIONS

SECTION 1. Vacations

A. All employees shall be entitled to vacation with pay based on their consecutive years of service from the date of most recent employment as follows:

1. Employee who completes six months of service shall be credited with six days of vacation and one day per month thereafter.
2. Service of more than one year but less than five years: one day per month.

3. Service of more than five years but less than ten years: one and 1/4 day per month.

4. Service of more than ten years but less than 15 years: one and ½ days per month.

5. Service of more than fifteen years: two days per month.

B. Employee vacation requests are encouraged to be submitted by March 1. on the appropriate form. The Department Head shall respond to the March 1 vacation request by March 15. Once approved, an employee’s vacation cannot be displaced by a more senior employee. Subsequent vacation requests may be submitted but shall be subject to the operational needs of the Department.

C. Except in exceptional circumstances, employees, upon written request, may be permitted to take their accumulated vacation at any time with permission from their department head. The employee shall be provided department head approval or denial in writing.

D. Vacations may be accumulated from year-to-year to a maximum of 18 months’ entitlement.

E. Seniority shall be used for preferential scheduling of vacation time, subject to the needs of and the approval of the department head or designee. Seniority shall be defined as starting with the original date of permanent service within the bargaining unit (nurses) less any breaks of service not exceeding one year.

F. Upon termination of employment, an employee shall receive payment for any unused vacation days.

G. Employees may sell back to the County up to forty (40) hours of earned vacation in each year of the Contract. In order to be eligible for the vacation sell back, the employee must have reached his/her maximum vacation accrual and have requested vacation and have had such request denied by the Department Head. The Department Head shall forward the request for sell back to the Personnel Department. If approved by the Personnel Department, payment shall be made within three (3) payroll periods. Employees may not sell back more than forty (40) hours of vacation in any calendar year.

SECTION 2. Sick Leave

Absence of a full-time employee by reason of sickness or disability shall be allowed as follows:

A. A full-time employee may be granted sick leave for an absence due to sickness or disability at the rate of one day for each successive month of service, which sick leave may be
accumulated up to a maximum of 165 days.

B. Sick leave shall mean absence for illness which prohibits an employee from performing his/her normal duties and is sufficient to confine the employee home, except for doctor’s appointments and necessary visits to a pharmacy for the purpose of filling prescriptions. Sick leave may be used by an employee for regularly scheduled doctor and dental appointments.

C. Upon becoming sick or disabled, an employee may be granted accumulated, unused sick leave with pay, for the period of disability.

D. Upon requesting sick leave, the employee shall notify the department head or designee, one (1) hour prior to the employee’s starting time. Failure to do so within that time (unless the reasons are satisfactory to the department head) will be considered time off without pay.

E. Sick leave accumulation shall be cancelled upon the termination of employment, except in the event of retirement under Retirement Plan 75-i, when any unused sick leave will be applied to provide increased retirement benefits in accordance with State regulations.

F. An employee who by virtue of contracting a work related communicable disease must be isolated or quarantined shall be granted leave with pay during the period of isolation or quarantine. An employee who becomes ill by virtue of a job mandated inoculation and is unable to perform the duties of his/her position, shall be granted leave with pay during the period of such illness without charge to accumulated leave time.

G. The department head may require a physician’s certificate for any absence of more than two days. Where the illness or disability is of long duration, a physician’s certificate will be required for each 30 calendar days of continued absence. In any case, the employee may be required by the department head to undergo an examination by a physician to determine if the illness is bonafide.

H. Sick leave with pay will be granted for absence due to illness in the employee’s “immediate family” provided such illness requires the care of the employee. The term immediate family shall mean parents, spouse, child, brother or sister of the employee, and mother-in-law and father-in-law who reside in the employee’s household.

I. Sick leave may not be used in increments of less than one-quarter hour.

J. Any employee of the bargaining unit who does not use any sick leave in a calendar year, shall be paid two hundred dollars ($200). Said payment shall be made in January of the following year.

K. Sick leave bank.
SECTION 3. Workers' Compensation

When an employee receives compensation under the Workers’ Compensation Law, he shall elect, in writing, whether he wishes to receive sick leave pay during the period of disability, in lieu of Workers’ Compensation benefits. Should the employee so elect, such sick pay shall be charged against his accumulated sick leave.

SECTION 4. Death in Family

A full-time employee who is absent from duty for reasons of a death in the “immediate family” may receive pay for up to a total of five (5) days each year, such days dating from the death of the relative. If such days exceed the five days, in any one year, those excess days may be charged to sick leave provided the employee has such accumulated sick leave days.

The term “immediate family” shall mean parents, parents-in-law, spouse, child, brother, sister, grandparents, grandchildren, brother-in-law and sister-in-law.

SECTION 5. Leaves of Absence Without Pay

Applications for leave without pay, for any of the reasons cited herein, shall be filed by the employee, with the department head. The application shall state the reason for the requested leave and the duration. If approved by the department head, the application shall be submitted to the Personnel Committee of the Board of Supervisors. The Personnel Committee shall either approve or deny the requested leave. If the leave is approved, the employee shall have the right to return to the same or equivalent position as held prior to such leave.

A. Maternity Leave

1. The request for maternity leave will be initiated by the employee to the department head, as has been past practice, indicating the last day of work. The department head will acknowledge receipt of the request.

2. The employee will, in the 6th to 8th week following the birth of the child, contact the department head and upon submission of notice and proof of claim under the Fulton County Disability Plan, indicate one of the following:
   
a. Ability to return to work as maternity disability has been concluded.

b. Need for an extension of leave for maternity or other medical reasons supported by physician’s statement and anticipated duration.

c. Request for extension of leave for other reasons which may temporarily preclude the employee’s ability to return to the job site. This request must also identify an anticipated time frame.
The lengths of leave for medical reasons will be of a duration that is deemed necessary by appropriate medical authorities rather than governed by an amount of sick time accruals.

B. Leave Because of Extended Illness

1. When an employee has exhausted all of his/her sick leave credits and is still unable to work, or if the attending physician has recommended a period of rest and convalescence, the employee may request a leave of absence, up to one (1) year, from the department head. Employees shall not be granted a leave under this article until they have exhausted all accrued leave. Employees returning from a leave of absence must notify the Department Head at least two (2) weeks, if known, before the expiration of the leave of their intent to return.

2. An employee substituting for another employee during a vacation period or leave of absence will be paid the same rate of compensation he received prior to his/her substitution, unless the leave of absence is approved and granted for a period of one year.

C. Leave for Educational Purposes

Employees, with prior approval of the department head may be granted a leave of absence without pay for the period of up to two years for the purpose of acquiring additional education and training that will increase the usefulness and efficiency of the employee in his/her position. Request must include specifics of degree curriculum.

D. Leave to Serve in Another Position in the County Service

Leave of absence without pay for up to one year may be granted to an employee in the competitive class to enable the employee to serve temporarily or provisionally in another position in the competitive class. In an exceptional case, an extension for up to one year may be granted. Leave of absence shall not be granted to enable an employee to accept appointment to a position in a noncompetitive class or exempt class.

E. Leave for Other Reasons

Leave of absence without pay for reasons other than those cited herein may be granted in unusual circumstances.

F. Military Leave of Absence

Any regular full-time employee who is required to render ordered military duty, shall be granted military leave of absence pursuant to the Military Law. Any such employee shall, upon returning to County employment within ninety (90) days following the date of his military discharge, be reinstated at the same salary he would have received, including annual increments, had he been able to remain on the job.
SECTION 6. Personal Leave

A. All full-time employees who work a summer schedule of thirty (30) hours per week may be granted one (1) day per year personal leave.

B. All other full-time employees working a regular scheduled forty (40) hour week during the summer months shall be entitled to twenty-four hours personal leave per year.

C. Except in an emergency, personal leave must be requested from the department head or designee at least two (2) days prior to taking such leave. Employees shall not be required to give a reason for the leave.

D. Personal leave remaining at the end of a calendar year shall be automatically applied to sick leave accruals.

E. In the event that an employee accrues 165 days sick leave, said employee may then apply unused personal days to sick leave accrual to 200 days.

SECTION 7. Leave for Jury and Court Attendance

Leave of absence with pay for jury service or attending court for other than personal reasons shall be granted. Compensation for jury service and attending court less travel allowance, is to be returned to the County.

SECTION 8. Tardiness

The Employer may establish and publish rules establishing penalties for tardiness. An employee who is unable to report to work at his/her normal starting time is required to notify the department head or his/her designee. In the event of severe storms or floods or of similar uncontrollable conditions effecting a group of employees, tardiness will be excused and not charged against accumulated vacation providing, however, that the employee reports within two (2) hours of his/her scheduled starting time.

The Chairman of the Fulton County Board of Supervisors shall be vested with the sole discretion to invoke the above provisions. Said decisions shall be based upon information obtained from the Fulton County Sheriff's Department, the Fulton County Highway Department, and from the cities and towns within Fulton County. Upon mutual agreement of the employee and the department head, employees may have the option of flexing their time for inclement weather conditions when the provisions of this section are invoked.

Employees shall be considered tardy if they do not report to work at the start of their shift or workday, and shall only be paid for time worked.
SECTION 9. Time Clocks

The following rules and regulations shall apply to all employees and failure to comply with such rules may result in disciplinary actions up to and including discharge:

A. Rules

1. Employees shall not clock-in in excess of five (5) minutes prior to their scheduled reporting time.

2. Employees shall not clock-out earlier than two (2) minutes prior to their scheduled lunch periods and shall not clock-in earlier than five (5) minutes prior to the end of their scheduled lunch period.

3. Employees shall not clock-out earlier than two minutes from the end of the workday.

4. No employee shall at anytime for any reason, punch any time card other than their own. A violation of this rule shall subject the employee to severe disciplinary action.

5. Any alterations of an employee’s time card can only be and must be made by the department head.

6. Being tardy will not be tolerated and excessive, chronic or habitual tardiness will be the cause for corrective or disciplinary action.

SECTION 10. Coffee Breaks

Except for employees who are performing fieldwork, any employee who leaves their work site to take a coffee break will be required to clock out and clock in. Employees shall be paid for two (2) 15-minute coffee breaks.

ARTICLE VII
PART-TIME EMPLOYEES

A part-time employee is one who works, on a regular schedule, twenty (20) hours or more but less than a full workweek; is identified as a line item in the budget; is entitled to health insurance on the same basis as full-time employees and is entitled to all other fringe benefits, except longevity, on a pro-rata basis.
FORMULAS:

Part-Time Employee Vacation, Sick Leave, Personal Leave Accrual

48 hours worked
80 hours in payroll period = 3/5 time proration factor

40 hours worked
80 hours in payroll period = 1/2 time proration factor

40 hours worked
70 hours in payroll period = 4/7 time proration factor

Personal Leave Per Year

3/5 x 24 hours (3 days) = 15 hours
1/2 x 24 hours (3 days) = 12 hours
4/7 x 7 hours (1 day) = 4 hours

Sick Leave Hour Accruals - Vacation Hour Accruals at Less Than 5 Years Service

3/5 x 8 hours (1 day) = 5 hours
1/2 x 8 hours (1 day) = 4 hours
4/7 x 7 hours (1 day) = 4 hours

Vacation Hour Accruals Per Month at 5, 10 and 15 Year Rates

>5 - <10 Years

3/5 x 10 hours (1 day) = 6 hours
1/4 x 10 hours (1 day) = 5 hours
4/7 x 8.75 hours (1 day) = 5 hours

10 Years

3/5 x 12 hours = 7-1/2 hours
1/4 x 12 hours = 6 hours
4/7 x 10-1/2 hours = 6 hours
15 Years

3/5 x 16 hours = 10 hours
½ x 16 hours = 8 hours
4/7 x 14 hours = 8 hours

RHCF - All part-time employees shall be formally scheduled on any day for the actual number of hours for which work performance is required, not to exceed eight (8) hours in one day.

ARTICLE VIII
PENSIONS AND HEALTH INSURANCE

SECTION 1. Pension

A. All employees who become members of the New York State and Local Employees Retirement System on or before June 30, 1976, shall be governed by the provisions of the Improved Career Retirement Plan as set forth in Section 75-i of the Retirement and Social Security Law.*

B. All employees who become members of the New York State and Local Employees Retirement System on or before August 31, 1983, shall be governed by the provisions of the Coordinated-Escalation Retirement Plan contained in Article 14 of the Retirement and Social Security Law.*

C. All employees who become members of the New York State and Local Employees Retirement System on or after September 1, 1983, shall be governed by the provisions of the Coordinated Retirement Plan contained in Article 15 of the Retirement and Social Security Law.*

SECTION 2. Health Insurance

All permanent employees shall be eligible for membership in the Fulton County Health Insurance Plan or such other health plan as may be selected by the Employer pursuant to the terms of this Agreement.

A. Except as provided in paragraph B hereof, the Employer shall pay the total cost of the Fulton County Health Insurance Plan, selected by the Employer, for an individual employee and 75% of the cost for dependent coverage if selected by the employee. Employees may enroll in the Health Now Flex Insurance Plan, which plan shall provide for the lowest employee co-pay for prescription drugs or the New York State Empire Plan, Core Plus Medical and Psychiatric Enhancements in place of Blue Shield of Northeastern New York (Par Plus).

The County will not be required to negotiate the impact caused by unilateral changes to benefits, co-payment provisions, or deductibles imposed by health insurance provider. The County will provide proof to the Union that such benefits, co-payment provisions, deductibles (riders/option) are no longer available by the carrier.
Upon separation from service, employees shall receive health insurance through the end of the month in which they leave service, except that all employees with more than ten (10) years of service with the County, who voluntarily leave County employment, shall continue to receive health insurance for one (1) month subsequent to the month in which they leave service under the same terms as they receive health insurance as an employee (i.e., employee premium contributions).

B. Employees employed subsequent to October 1, 1985 (1) may, at their option and expense, be covered under the Fulton County Health Insurance Plan after thirty (30) days of employment; (2) shall, at their option, be provided individual coverage toward the premium cost of which the Employer shall contribute fifty percent (50%) thereof, increasing to one-hundred percent (100%) after one (1) year of continuous employment; (3) shall be provided dependent coverage toward the premium cost of which the Employer shall contribute fifty percent (50%) thereof. Excluded here from are the provisions of Section 3 and Section 4 hereof.

C. In the event of a change of the health insurance carriers, such change shall be made by the employer after not less than sixty (60) days written notice to and consultation with CSEA. The terms “carrier” or “private carrier” shall include the County of Fulton under any self-insurance plan. The benefits provided by the new carrier shall be substantially equal to or better than the benefits provided by the coverage in effect at the time of such change. Any private carrier must be approved and licensed by the insurance department of the State of New York.

D. From and after the date of the execution of this Agreement for all retired employees, the County will assume the payment of said retiree’s health insurance premiums which become due following the date of the execution of this Agreement, in accordance with the coverage (individual or family) which the employee had at the time of retirement.

E. Each employee eligible for the Fulton County Health Insurance Plan may elect to refuse participation in the Plan and provide for their own health insurance. The Employer will place $62.50 in a trust account for each month that the employee is eligible but does not elect coverage under the County Health Insurance plan. The employee will receive the funds so accumulated by December 15th of each year or upon termination. In the event that employees opt to return to the Fulton County Health Insurance Plan, they may do so in accordance with the rules set forth by the Carrier.

F. The County will continue the IRC-125 Plan for health insurance premiums only.

1G. In the event of employee layoff, the Employer shall continue coverage of the employee’s health insurance for a period not to exceed 60 days from layoff date.

SECTION 3. Disability Insurance

* The County has no authority to change or modify the benefits or obligations of the Retirement and Social Security Law and as such, will comply with the provisions of law in regard to these benefits as adopted by the Legislature and interpreted by the Courts.
All employees will be covered by Disability Insurance, cost to be borne by Employer, as outlined in the New York State Disability Benefits Plan. In the event that the Employer insures with a private carrier or elects to self insure, benefits will be equal to those of New York State Disability.

SECTION 4. Dental Insurance

All employees will be covered by “Family Plan” dental insurance, cost to be borne by the Employer. Benefits to be underwritten by C.S.E.A. Employee Benefit Fund.

ARTICLE IX
TENURE

SECTION 1.

Position vacancies shall be posted for a minimum of ten (10) days in all County department locations.

SECTION 2.

Employees in the non-competitive class shall be accorded the same rights that State employees received under the provisions of Section 75 of the Civil Service Law as it relates to removal or suspension. An employee who is terminated under the provisions of Section 75 of the Civil Service Law shall not be compensated for accrued contractual benefits.

SECTION 3.

The County agrees to notify the CSEA Local and Unit presidents of all notices of discipline within one working day of serving the employee with the notice of discipline.

SECTION 4. Layoff Procedure

Layoffs for non-competitive employees shall be by title and in the inverse order of seniority and inverse order of class rank as defined herein. No employee in a hiring rank may be laid off until all employees in the lower class have been laid off. Layoffs within each rank shall be in inverse order of seniority for purposes of this Article. Class rank is defined as:

1. Temporary employees.
2. Part-time employees who work less than 20 hours per week.
3. Part-time employees who work more than 20 hours per week (Budget line item).
4. Full-time employees.

In the event of layoffs, employees laid off will be placed on a “preferred list” for the title in which they were laid off for a period of one (1) year in the inverse order of seniority and will be canvassed before a replacement employee is hired so that seniority will prevail.
ARTICLE X
PROMOTIONS

The Employer will post all promotional opportunities so that employees may have an opportunity to apply for such positions.

When a competitive class employee is in a provisional status, all rights of seniority and retrenchment to the last permanent position will be honored by the Employer should the employee wish to exercise this provision.

ARTICLE XI
TRANSFERS

There shall be no change in the salary of an employee who is transferred unless his salary is below the approved minimum of the new position. If an employee is transferred to a position in a class having a higher salary range than the class from which he was transferred, such change shall be deemed a promotion and provisions governing promotions shall apply. If an employee is transferred to a position in a class having a maximum lower than the minimum of the class from which the employee was transferred, such change shall be deemed a demotion and all provisions governing such shall apply. The Employer shall allow a transfer of similar titles from one department to another with the consent of the department head where the vacancy exists.

ARTICLE XII
REALLOCATION

When an employee’s position is reallocated to a lower class position, the employee shall be permitted to continue at his present rate of pay during the period of incumbency (except in the event of a general service-wide reduction) but shall not be entitled to a salary increase.

ARTICLE XIII
DEMOITIONS

When an employee is demoted to a lower class position or at a rate which is within the approved range for the lower class position or for the new class in which the position has been placed, then the rate of pay shall be set by the Board of Supervisors.

ARTICLE XIV
REINSTATEMENT

Employees who are reinstated within one (1) year of their separation from County employment shall retain the permanent seniority and accumulated benefits which they had at the time of their separation except for benefits which were adjusted at the time of separation. Vacation paid at the time of separation will not be recredited if reinstated.
ARTICLE XV
RECLASSIFICATION PROCEDURE

An employee who believes that they are continually performing out-of-title work is encouraged to follow the Reclassification and Notice and Appeals section of the Department of Personnel’s Rules for the Classified Civil Service of Fulton County as referenced in Rule XXIII, Sections 5 & 6.

Fulton County’s Civil Service rules govern the procedures for classification and reclassification of positions in the classified service.

Rule XXIII, Sections 5 & 6 read as follows:

5. Reclassification. The appointing officer shall file a prescribed form with the Personnel Officer whenever a permanent and material change is made in the duties and responsibilities of any position. Such form shall clearly describe in detail the changes which have been made in the duties of the position. After an analysis of the changes in the duties and responsibilities of the position, the Personnel Officer shall allocate the position to an appropriate class, or if no appropriate class exists, shall create a new class and prepare a class specification for such position.

6. Notice and Appeals. Any appointing officer may make application for the classification or reclassification of any position in his/her department, or any employee in the classified service may apply for a reclassification of his/her position. Such application must set forth reasons in support of the requested reclassification, and must show changes in the duties and responsibilities of the position since the last determination with respect to its classification. The Personnel Officer shall give reasonable notice to any proposal or application for a change in classification to the appointing officer and to the employee or employees affected thereby. Any person desiring to submit facts orally or in writing in connection with the reclassification of any position shall be afforded reasonable opportunity to do so. The Personnel Officer shall then determine the proper allocation of the position. No employee, either by classification or reclassification, change in title or otherwise, shall be promoted, demoted, transferred, suspended or reinstated except in accordance with the provisions of the Civil Service Law and these rules.

The provisions of this article are not grievable.
ARTICLE XVI
APPROPRIATIONS FOR POSITIONS

After a proposed position is classified or an existing position is reclassified as provided in the rule governing the administration of the classification plan, the Board of Supervisors, or other budgetary authority, subject to the provisions of this rule, must appropriate funds for the salary for such position before it may be officially established.

ARTICLE XVII
RECIPROCAL RIGHTS

The Employer recognizes the right of the employees to designate representatives of the C.S.E.A. to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this Agreement and to visit employees during working hours. Such employee representative shall also be permitted to appear at public hearings before the local legislative body upon the request of the employees.

SECTION 1.

The C.S.E.A. shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the Employer, subject to the approval of the contents of such notices and communications by the Board of Supervisors or their designee.

SECTION 2.

The officers and agents of C.S.E.A. shall have the right to visit the Employer’s facilities for the purpose of adjusting grievances and administering the terms and conditions of this Agreement. Such representatives shall be permitted a reasonable amount of time free from his or her regular duties to fulfill these obligations, which has, as its purpose, the maintenance of harmonious and cooperative relations between the Employer and the uninterrupted operation of Government. Leave pursuant to this Section shall be granted provided it does not interrupt the operating needs of the County.

SECTION 3.

The County shall allow a total of ten (10) days without loss of pay, and without charge to any accumulated credits, to each of two designated delegates to attend C.S.E.A. conventions, meetings, etc. Only one (1) delegate at a time is to be excused for the purpose of this contract provision.

Should the Local President be a member of this Bargaining Unit, he/she will be allowed (20) days per year for all functions outlined in this contract provision.

Leave granted pursuant to this Section shall be subject to the approval of the Director of Personnel and shall not be unreasonably withheld.
SECTION 4.

The C.S.E.A. agrees to do its utmost to see that its members perform their respective duties loyally, efficiently and continuously under the terms of this Agreement. The C.S.E.A. and its members will use their best endeavors to protect the interest of Fulton County to conserve their property, protect the public and to give service of the highest quality.

SECTION 5. Labor-Management Committee

A. A joint unit labor-management committee shall be established and continue for the length of this Agreement. This committee shall consist of one representative of the unit plus the chapter president and grievance chairman.

B. This group shall meet with the Chairman of the Personnel Committee and/or his designee and the department heads of the respective units.

C. Meetings may be held as mutually agreed. C.S.E.A. and the Employer will exchange agendas and names of representatives who will attend at least two weeks in advance of the scheduled date of the meeting.

D. The purpose of these meetings will be for purposes of discussion and resolving county-wide problems or problems of mutual interest excluding grievances already in progress.

E. A joint unit labor-management health and safety committee shall be established and continue for the term of this Agreement. This committee shall be composed of one representative from each unit, the Chairman of the Board, Local President, the Chairman of the Personnel Committee, the Personnel Director and the Clerk of the Board. The purpose of this committee shall be to make recommendations to the Board relative to matters of employee health and safety.

SECTION 6.

The Employer will provide for payroll deductions to accommodate employee membership in the Fulton County Teacher's Credit Union.

SECTION 7.

The C.S.E.A. Local and Unit President shall submit to the Director of Personnel on January 15th of each year of the contract and as changes occur a written list of union officers and shop stewards. Failure to provide the list may result in the denial of union leave to any employee whose name does not appear on the list.

SECTION 8.

Each employee will notify the Director of Personnel of any change in the employee's address or phone number. Phone numbers designated as unlisted will not be indiscriminately released.
SECTION 9. Personnel File

A. Employees have the right, upon prior written notice to the Director of Personnel to inspect their personnel folder. The folder may not be taken out of the office.

B. Employees have the right to be notified and to see any written reprimands or negative recommendations before they are inserted in their folder.

C. Employees have the right to insert in the folder a written explanation or rebuttal to any reprimand.

ARTICLE XVIII
SAVINGS CLAUSE

All previous rules and practices in existence on December 31st, 1987, which were not governed by the provisions of this Agreement, shall remain in full force and effect. It is expressly understood that this provisions does not apply to rules and practices which come into existence subsequent to January 1st, 1988.

ARTICLE XIX
SEVERABILITY

If the enactment of legislation or a determination of a court of final jurisdiction renders any portion of this Agreement invalid or unenforceable, it shall not affect the validity of this Agreement which shall remain in full force according to the terms and in the same manner and with the same effect as if such invalid portion had not been originally included therein.

ARTICLE XX
DISPUTE AND GRIEVANCE PROCEDURE

SECTION 1. Purpose

It is the intent of the County and the Association that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement but shall not be precedents in a later grievance proceeding.

SECTION 2. Definitions

A. A contract grievance is a dispute concerning the interpretation, application or claimed violation of a specific term or provision of this Agreement or other written agreements between the union and the Employer which effect the compensation of employees (such as utilization of overtime roster, etc.). Other disputes which do not involve the interpretation, application or claimed violation of a specific term or provision of this Agreement, or the other agreements referred to above,
including matters as to which other means of resolution are provided or foreclosed by this Agreement or by statute or administrative procedures, shall not be considered contract grievances.

B. An "employee" shall mean any person in the unit covered by this Agreement.

C. The "Association" shall mean the CSEA, Inc.

D. An "aggrieved party" shall mean the employee or group of employees who submit a grievance or on whose behalf it is submitted, the Association and (when it submits a grievance) the County.

E. A "class grievance" is one that grieves a group or groups, class or classes of employees.

SECTION 3. Submissions of Grievances

A. Each grievance shall be submitted in writing and shall identify the aggrieved party, the provision of this Agreement involved in the grievance, the time when, the place where, the alleged events or conditions which constitute the grievance existed, and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.

B. The Association may submit any class grievance directly to the Personnel Committee of the Board, or their designee (Step Two).

C. The County shall present grievances to the Fulton County Nurses Unit President.

SECTION 4. Grievance Procedure

Prior to initiating a formal written grievance, an employee or the association is encouraged to resolve disputes informally with the appropriate immediate supervisor.

A. Step One: The employee shall present the grievance to the department head or his/her designee no later than thirty (30) calendar days after the date on which the act or omission giving rise to the grievance occurred. The department head, or his designated representative shall meet with the aggrieved party and issue a written decision not later than ten (10) working days following the receipt of the grievance.

B. Step Two: If the aggrieved party is not satisfied with the response, or if no response is received within the required period, the aggrieved may file the grievance to the Personnel Committee of the Board within ten (10) working days. The Personnel Committee of the Board, or its designee, shall meet with the aggrieved party and issue a written decision not later than twenty (20) working days following receipt of the Step Two appeal. Class grievances submitted by the Association shall commence at Step Two.

C. Step Three: In the event that the union is not satisfied with the Step Two determination, the union may, within twenty (20) work days after receiving the response, or if no
response is rendered, refer the grievance to binding arbitration through the Public Employment Relations Board. The parties shall adhere to the rules of PERB regarding the selection of arbitrators. The arbitrator’s decision will be in writing and will set forth his findings, reasonings and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The arbitrator shall have no power to alter, add to, or detract from, the provisions of the Agreement.

The arbitration award must be rendered within thirty (30) days after the close of the hearing, unless otherwise mutually agreed to by the parties. Any award requiring the payment of back pay or other monies may only award such payment up to thirty (30) working days prior to the filing of the grievance.

The arbitrator’s power is limited to interpreting the express written provisions of this Agreement and the other written agreements referred to in Article “XX, Section 2A”.

The cost of the services of the arbitrator shall be borne equally by the County and association.

ARTICLE XXI
MANDATORY LEGISLATIVE LANGUAGE

Pursuant to Section 204-a of the Public Employee’s Fair Employment Law:

“IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.”

ARTICLE XXII
MANAGEMENT CLAUSE

SECTION 1.

Except as expressly limited by other provisions of this Agreement, all of the authority, rights, and responsibilities possessed by the County are retained by it including, but not limited to, the right to determine the mission, purposes, objectives and policies of the County; to determine the facilities, methods, means and number of personnel required; the right to select, recruit, hire, appraise, train, retain, layoff, promote, determine qualifications of employees, assign or transfer employees; to direct, deploy, utilize the work force; to decide the number and location of its businesses and service operations, and the businesses and service operations to be conducted and rendered; the right to maintain order and efficiency in all its departments and operations including the right to discipline employees.
SECTION 2.

The employer shall negotiate collectively and in good faith with the C.S.E.A. as sole collective bargaining agent for qualified County employees in the determination of salaries and the terms and conditions of employment and to enter into a written agreement with C.S.E.A.

ARTICLE XXIII
MALPRACTICE INSURANCE

The County will provide malpractice insurance for all county-employed RPN’s and PHN’s.

ARTICLE XXIV
JOB ABANDONMENT

An employee absent from work without authorization for ten (10) consecutive work days shall be deemed to have resigned from his/her position if he/she has not provided a satisfactory explanation for such absence on or before the 11th day following the commencement of such unauthorized leave.

ARTICLE XXV
EMPLOYEE RESIGNATION

A. An employee who resigns from employment shall give the County a minimum of two (2) weeks advance notice. An employee who does not provide the required minimum two weeks notice shall not receive pay for accrued vacation, holiday, outstanding uniform allowance or other contractual benefits. The required two (2) weeks minimum notice may be waived in an emergency. When possible, employees shall give more than two (2) weeks minimum notice. In the case of a resignation submitted in connection with a Notice of Discipline, the Department Head and CSEA Unit President may mutually agree in writing to waive the two (2) week notice requirement.

B. Upon separation of service, the employees’ last paycheck may be held back one (1) payroll period to ensure that the employee has received proper compensation.

ARTICLE XXVI
EMPLOYEE EVALUATIONS

All employees of the bargaining unit shall be evaluated pursuant to the existing agreed upon evaluation procedure.

ARTICLE XXVII
RECOUPMENT FOR OVERPAYMENT OR COLLECTION OF MONIES

A. Wherein an employee owes monies to the County, either due to the overpayment of monies, the failure of the County to make necessary payroll deductions, or due to other reasons, the employee shall be notified, with a copy to the Union within ten (10) calendar days, of the amount
owed and the reason. The employee may object by appealing to the Personnel Director, in writing, within ten (10) calendar days of receipt of the notice of monies due. Upon request of the employee, the Personnel Director shall hold a meeting in order to verify that the employee owes the monies and to verify the amount owed. Upon employee request, the employee shall be entitled to union representation. Any monies determined to be owed shall be paid back by payroll deduction subject to any limitations of law. If the employee is not on the payroll, the employee shall return the monies owed in installments determined by the Personnel Director. If such employee fails to make the necessary payments, the County may proceed for enforcement in Court. Any employee who disagrees with the determination of the Personnel Director may commence an Article 78 proceeding. Any deductions shall be made at the conclusion of the Article 78 proceeding, if commenced.

B. Where it is determined that an employee owes monies to the County, either due to the overpayment of monies, the failure of the County to make necessary payroll deductions, or due to other reasons, the employee may elect to pay back said monies by payroll deduction, subject to any limitations of law, or by the reduction of vacation accruals, personal leave, compensatory time, or accrued holidays. The value of the accrued leave shall be deducted from the amount owed. Any balance owed in excess of the value of the accrued leave shall be paid by payroll deduction, or, by mutual agreement between the County and the employee, in monies. Election to use accrued leave to pay off all or a portion of an overpayment of monies must be made in writing using a County approved form. In case of extreme hardship to the employee, the Personnel Officer and the employee may agree upon a repayment schedule.

Once an employee elects to reimburse the County by the reduction of accrued leave, said election shall be irrevocable for the monies owed.

Under no circumstances shall an employee be permitted to use the value of sick leave.

ARTICLE XXVIII
FAMILY MEDICAL LEAVE ACT

Paid contractual leave shall be considered towards satisfying the County’s obligation under the Family and Medical Leave Act. Leave under the Family Medical Leave Act cannot be pyramided with other leave. The County may require an employee to use paid contractual leave towards satisfying the County’s obligation under the Family Medical Leave Act.

ARTICLE XXIX
AMERICANS WITH DISABILITIES ACT PROVISION

With respect to compliance by the County with the provisions of the Americans With Disabilities Act and regulations issued pursuant to the Act, the Union agrees that it shall have the same obligations as the employer with respect to reasonable accommodation.

With respect to the Employer’s attempt to a reasonable accommodation in accordance with the provisions of the Act, and regulations issued pursuant to the Act, the Union shall have an affirmative obligation to assist the employer in achieving any such accommodation.
ARTICLE XXX
PAYROLL

All employees shall be paid on a one (1) week lag payroll. Any employee hired prior to July 21, 1994, who is required to have his/her payroll lagged pursuant to this provision, shall have the lag paid as follows.

A 5-day lag payroll will be deducted first from the employee’s retroactive paycheck. If the retroactive paycheck does not contain sufficient funds to cover the entire 5-day lag, the employee must elect one of the following options to cover the balance owed: either the employee will pay the County the balance owed in cash or the County will deduct one day’s pay (or portion thereof) from one payroll period per month until the balance owed is collected.

Once it is determined by the Personnel Department that there are insufficient funds to collect the 5-day lag from the retroactive paycheck, the employee will be notified in writing of how much still needs to be collected. The employee will then have ten (10) working days from that notification to select how the unpaid balance will be collected. If the employee fails to respond in writing to the Personnel Department within the ten (10) day time frame with his/her election, the Personnel Department will automatically collect the unpaid balance by deducting one day’s pay (or portion thereof) from one payroll period per month until the balance owed is collected.

Employees shall receive their paychecks in an envelope.

ARTICLE XXXI
COUNTY PROVIDED VEHICLES

With respect to employees hired after July 21, 1994, the County shall have the option of providing County vehicles or paying mileage. The providing of vehicles for employees hired after the execution of this agreement shall not be considered a past practice.

ARTICLE XXXII
E-MAIL POLICY

Acceptable Uses of the Internet and County E-mail

The County encourages the use of the Internet and e-mail because they make communication more efficient and effective. However, Internet service and e-mail are County property, and they are to be used only to facilitate County business. Every employee has a responsibility to maintain and enhance the County’s public image and to use County e-mail and Internet access in a productive manner. The County has established the following guidelines for using e-mail and the Internet. Any unauthorized or improper use of e-mail or the Internet is not acceptable and will not be permitted.

The Union shall have the right to use to the Email system to notify members of Union meetings.
Unacceptable Uses of the Internet and County E-mail

The County e-mail and Internet access may not be used for transmitting, retrieving or storing any communications of a discriminatory or harassing nature or materials that are obscene or X-rated. Harassment of any kind is prohibited. No messages with derogatory or inflammatory remarks about an individual’s race, age, disability, religion, national origin, physical attributes or sexual orientation may be transmitted or forwarded using the County system. No abusive, profane or offensive language may be transmitted through the County’s e-mail or Internet system. The County’s harassment policy applies in full to e-mail and Internet use. Employees do not have a personal privacy right regarding any matter created, received, stored or sent from or on the company’s e-mail or Internet system or computers.

The County e-mail and Internet system also may not be used for any other purpose that is illegal, against County policy or contrary to the County’s best interest. Solicitation of non-County business or any use of the County e-mail or Internet system for personal gain is prohibited.

Rules for Electronic Communications

Each employee is responsible for the content of all text, audio, or images that he or she places on or sends over the County’s e-mail or Internet system. Employees may not hide their identities or represent that any e-mail or other electronic communications were sent from someone else or someone from another company. Employees must include their name in all messages communicated on the County’s e-mail or Internet system.

Any messages or information sent by an employee to another individual outside the County via County e-mail or Internet system (including bulletin boards, online services or Internet sites) are statements that reflect on the County. Despite personal “disclaimers” in electronic messages, any statements may be tied to the County.

All communications sent by employees via the County’s e-mail or Internet system must comply with all County policies and may not disclose any confidential or proprietary County information.

If employees receive unsolicited e-mail from outside the County that appears to violate this policy, the employee should notify his or her supervisor immediately. Similarly, if any employee accidentally accesses an inappropriate web site in the normal course of business, the employee should notify his or her supervisor immediately.

Downloading Software

To prevent the downloading of computer viruses that could contaminate the e-mail or Internet system, no employee may download software from the Internet without prior authorization. Any and all software that is downloaded from the Internet must be registered to the County. For authorization, please contact the system administrator.
Copyright and Trademark Issues

Copyrighted and trademarked material that does not belong to the County may not be transmitted by employees on the County’s e-mail or Internet system without permission from the holder of the copyright or trademark. Every employee who obtains access to the other companies’ or individuals’ materials must respect all copyrights and trademarks and may not copy, retrieve, modify or forward copyrighted materials, except with permission or as a single copy for reference only.

System Security

The County reserves the right to routinely monitor how employees use e-mail and the Internet. The County may monitor to measure cost analysis/allocation and the management of the County’s gateway to the Internet. All messages created, sent or received over the County’s e-mail or Internet system are the County’s property and should not be considered private information. The County reserves the right to access and monitor every message and file on the County’s e-mail or Internet system. Despite the existence of any passwords, employees should not assume that any electronic communication is private. Highly confidential information or data should be transmitted in other ways.

Violations

Any employee who violates these rules or otherwise abuses the privilege of the County’s e-mail or Internet system will be subject to corrective action up to and including termination. If necessary, the County also reserves the right to advise appropriate officials of any illegal activities.

ARTICLE XXXIII
DRUG AND ALCOHOL TESTING

All employees who operate County vehicles or who operate vehicles on County business who have an accident while engaging in County business may be subject to drug and alcohol testing.

ARTICLE XXXIV
DURATION

This Agreement shall become effective January 1, 2001, and shall terminate at the close of business on December 31, 2004. All provisions in this Agreement will remain in effect until signing of the new agreement.
Either party may notify the other of its intent to negotiate a new agreement by no later than September 15, 2004.

Dated this 26 day of September, 2002.

By: [Signature]
CHAIRMAN, FULTON COUNTY BOARD OF SUPERVISORS

By: [Signature]
PRESIDENT, FULTON COUNTY NURSES UNIT, LOCAL 818, CSEA, INC.

By: [Signature]
LABOR RELATIONS SPECIALIST CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
<table>
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<th>GRADE</th>
<th>TITLE</th>
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<th>1/1/2003 (2088 hrs)</th>
<th>1/1/2004 (2096 hrs)</th>
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<td>RN-1</td>
<td>RN (not at RHCF) - less than 1 yr of experience</td>
<td>$16.353/hr ($34,146)</td>
<td>$16.844/hr ($35,170)</td>
<td>$17.283/hr ($36,225)</td>
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<td>RN-2</td>
<td>RN (at RHCF) - less than 1 yr of experience</td>
<td>$16.877/hr ($35,239)</td>
<td>$18.377/hr ($38,371)</td>
<td>$18.856/hr ($39,522)</td>
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<td>RN-3</td>
<td>RN (not at RHCF) - more than 1 yr of experience</td>
<td>$17.812/hr ($37,182)</td>
<td>$18.347/hr ($38,308)</td>
<td>$18.825/hr ($39,457)</td>
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<td>RN (not at RHCF)/PHN with Bachelors or Masters less than 1 yr of experience</td>
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<td>RN-4</td>
<td>RN (at RHCF) - more than 1 yr of experience</td>
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<td>RN-5</td>
<td>RN (not at RHCF) with Bachelors or Masters - more than 1 yr of experience</td>
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<td>RN-6</td>
<td>PHN with Bachelors or Masters - more than 1 yr of experience</td>
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<td>RN-7</td>
<td>RN (at RHCF) with Bachelors or Masters - more than 1 yr of experience</td>
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<td>$21.198/hr ($44,261)</td>
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<td>RN-8</td>
<td>Supervising Community Health Nurse</td>
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<td>RN-9</td>
<td>Nursing Unit Manager</td>
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<td>$21.525/hr ($44,946)</td>
<td>$22.087/hr ($46,294)</td>
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