Contract Database Metadata Elements

Title: Livingston, County of and New York State Nurses Association (2003)

Employer Name: Livingston, County of

Union: New York State Nurses Association

Local:

Effective Date: 01/01/03

Expiration Date: 12/31/04

PERB ID Number: 7037

Unit Size:

Number of Pages: 35

For additional research information and assistance, please visit the Research page of the Catherwood website - http://www.ilr.cornell.edu/library/research/

For additional information on the ILR School - http://www.ilr.cornell.edu/
agreement between
The New York State Nurses Association &

The County of Livingston
January 1, 2003 – December 31, 2004
The New York State Nurses Association (NYSNA), the professional organization for registered nurses in New York State, is a constituent of the American Nurses' Association. It is a multi-purpose organization with four program areas - Nursing Education, Nursing Practice and Services, Legislation, and Economic and General Welfare. NYSNA offers RNs a unique opportunity to join together in activities of mutual interest.
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PREAMBLE
AGREEMENT between (1) The County of Livingston (herein, "Employer") and (2) New York State Nurses Association (herein, "Association").

Employer and Association recognize their common interests beyond their collective negotiations relationship. They pledge to strive together to insure the highest quality of service by Employer and the highest standards of professional nursing care to the public both serve.

1. AGREEMENT SCOPE
The Employer hereby recognizes the Association as the exclusive negotiating representative of every registered professional nurse and every person lawfully authorized by temporary permit to practice as a registered professional nurse employed in the Livingston County Public Health Department in nursing administration, nursing education or nursing service, excluding the Public Health Director and Directors of Patient Services.

2. ASSOCIATION STATUS

2.01 Recognition
The Employer recognizes the Association as the exclusive negotiating representative of every employee covered by this agreement and the Association shall have unchallenged representation status for the maximum time allowed under law.

2.02 Association Membership
Membership in the Association shall be on a voluntary basis. The distribution of material concerning Association membership shall be the sole responsibility of the Association. It is understood that membership in the Association is not a prerequisite for employment or continuation of employment of any employee.

2.03 Association Dues Deduction
The Employer will, for each employee who, by written and signed direction on an Association provided payroll deduction card submitted to the Office of the Treasurer, deduct from the wages due such employee in any one (1) month, the regular dues fixed by the Association for such month. Each such authorization will continue in force and effect until revoked (a) in writing by the employee who signed it or (b) by termination of the employee's employment. Dues deduction will be forwarded to the Association every month. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Association hereby agrees that it will indemnify and hold harmless for any claims, actions or proceedings by an employee arising from deductions made by the Employer hereunder.

With dues and agency shop fee deductions described in Section 2.04, the County will provide a profile for each member of the bargaining unit including name, address, date of hire, social security number and title. The County shall notify the Association of new hires and terminations.
Once the funds are remitted to the Association, their disposition, thereafter, shall be the sole and exclusive obligation and responsibility of the Association.

**2.04 Agency Shop Fee Deduction**

Employer will, for each employee who does not authorize Employer to deduct Association dues under Section 2.03 or who otherwise has been designated by the Association as being a member, deduct from the wages due such employee in any month an agency shop fee equal to the regular dues fixed by Association for such month. The agency shop fee deduction will be forwarded to the Association every month.

Each such agency shop fee deduction will continue in force and effect until revoked by (a) an employee's written and signed direction under Section 2.03 to deduct Association dues from the employee's wages or (b) termination of such employee's employment.

**2.05 Association Business: Local Representative**

The Association will designate one (1) employee as its representative. The Chairperson or the local representative will be permitted time off with pay when necessary to investigate grievances under this agreement. Such time will be granted, with advance notification when possible, and when such investigation cannot be accomplished on the employee's own time. This employee shall also be granted time off with pay while actually attending or traveling to and from grievance hearings under this agreement provided such time is within the employee's working hours. A maximum of forty-five (45) hours' leave with pay will be granted in any calendar year for such absences as described in this section.

(Intent: Both the Chairperson and local representative may be permitted time off at the same time if one of the two should happen to also be the grievant.)

NYSNA will provide to the Employer the names and Association titles of all Association officers and representatives who are County Employees.

**2.06 Association Business: General Representative**

A duly authorized general representative of Association may visit Employer's premises, by prearrangement with the Employer, at any reasonable time to discharge Association's duties as collective negotiating representative.

**2.07 Association Business: Bulletin Board**

Employer will provide Association with, and suitably locate, bulletin board space on which to post (a) official Association notices and (b) notices required by law. Association may also post such other matter as Employer may expressly and specifically approve. The bulletin board space will at all times carry a label, device or notice clearly identifying it as Association's space (for use) and disclaiming Employer responsibility for any matter posted on it.
2.08 Association Business: Paid Attendance at Meetings for Employees

The Employer will allow one (1) representative designated by the Association, time off with pay to attend any New York State Nurses Association activities.

Two (2) employees, designated by the Association, shall be given a maximum of eighty (80) hours' leave with pay to attend the negotiating meetings, mediation and fact finding sessions between the Association and the Employer, but such time shall not be granted for time not actually spent in such meetings or traveling to and from same, provided such time is within their normal working hours.

3. EMPLOYEE STATUS

3.01 Qualifications

Each employee must be licensed or otherwise lawfully authorized to practice as a registered professional nurse in New York under New York law. Employer will, as soon as practicable, check and record the registration of each new employee at the time of employment and will check and record the registration of every employee biennially.

3.02 Classifications

An employee will be classified as (a) regular, (b) part-time, (c) per diem, (d) temporary, or (e) job sharing.

3.03 Regular Employee

A regular employee is a permanent employee covered by this agreement who is employed on a regular (year-round) basis to work a normal workweek.

3.04 Part-Time Employee

A part-time employee is an employee covered by this agreement who is employed on a regular (year-round) basis to work less than a normal workweek but at least the equivalent of two (2) days in a workweek.

3.05 Per Diem Employee

A per diem employee is an employee covered by this agreement other than a regular or part-time employee. A per diem employee will receive no fringe benefits.

3.06 Temporary Employee

A temporary employee is an employee filling a temporary vacancy. Such employee will be classified as temporary regular, temporary part-time or temporary per diem. A temporary employee will receive no fringe benefits.

3.07 Probationary Period

All new employees covered by this agreement shall be on probation until they have been employed for six (6) calendar months.

All Competitive Class employees will be subject to the Civil Service Law and Rules as they apply to the Competitive Class during any probationary period without recourse to this agreement, but will otherwise be covered by this agreement during their probationary period.
New Non-Competitive Class employees will be subject to demotion, suspension, or other discipline or discharge at the Employer's sole discretion without recourse to this agreement during their probationary period, but will otherwise be covered by this agreement during their probationary period.

**3.08 Post-Probationary Discipline**

The Employer or its representative may suspend, dismiss or discharge an employee for sufficient and reasonable cause. When any disciplinary action is taken, the employee shall be informed, in writing, of the reason for such action. Copies of the written communication to the employee shall also be mailed within one business day to the Association's local and general representatives. When an employee is verbally informed of such action, the written communication shall be mailed to the employee within one business day. Upon request of the involved employee, an Association representative may be present during any discussion/interview which the employee reasonably believes might result in disciplinary action, unless such meeting is for the sole purpose of notifying an employee of predetermined disciplinary action. If it is believed that the penalty was not for proper and just cause, the matter may be brought up in accordance with the grievance procedure provided for in this agreement.

**3.09 Seniority: Acquisition**

A regular and part-time employee regularly scheduled shall acquire seniority after completing the probationary period and such seniority will then date from the beginning of employment.

**3.10 Seniority: Definition and Types**

Seniority means length of continuous employment by Employer in a position covered by this agreement. There will be two (2) types of seniority (a) regular, for a regular employee and (b) part-time for a part-time employee regularly scheduled.

**3.11 Seniority: Retention**

An employee who resigns or is laid off will retain, but not accrue, seniority for one (1) year provided the Employer re-employs him or her during such time.

**3.12 Seniority: Loss**

Except as stated in Section 3.11, an employee will lose seniority by resignation or discharge.

**3.13 Seniority: Application**

Seniority will apply to (a) layoff and recall, (b) vacation time selection and (c) promotion (if all else is equal). In vacation time selection, seniority will be subject to Employer's operating requirements.

**3.14 Seniority: Lists**

Employer will (a) on execution of this agreement and (b) on subsequent request by Association, post and furnish to Association seniority lists and will correct such lists from time to time as may be necessary. The posted list will conclusively establish an employee's seniority unless the employee protests it, in writing, within thirty (30) days from the time it is posted, or, if the employee is on absence leave or vacation or otherwise unable to so protest it
within such time, within thirty (30) days after the employee returns from such leave or vacation or such disability is removed.

3.15 Non-Competitive Permanent Vacancies
Non-competitive permanent vacancies will be filled giving preference to those presently on the payroll prior to hiring from the outside.

4. WORK TIME

4.01 Normal Workday
The normal workday will be eight (8) consecutive hours, inclusive of meal period.

Employees may be required to upload and download information through the use of a computer from their homes. Such activities normally require a very brief period of employee activity which is recognized as de minimis and is not compensable work time. If in an unusual circumstance, such activity requires more than a de minimis period of time, but less than fifteen minutes, the time spent shall be considered an offset against the paid meal period. If such activity requires more than fifteen minutes of employee activity in a day, the employee shall report this time, explain the circumstances which required extended employee activity, and the time in excess of fifteen minutes shall be compensable work time. “Employee activity” as used herein means those periods of time during which an employee is actively involved in the operation of the computer. “Employee activity” does not include periods of time during which the computer is conducting uploading or downloading operations without the need for an active operator.

4.02 Normal Workweek
The normal workweek will be forty (40) hours, inclusive of meal periods.

4.03 Work Obligation: Employee
Unless an employee has a reasonable and valid excuse, the employee will work (a) the hours assigned as his or her normal workday and workweek and (b) such reasonable additional hours as Employer may reasonably request.

4.04 Work Schedules
Each employee will be expected to rotate weekend and holiday assignments. AWS (Alternate Work Schedule) employees in order of seniority shall be given the first opportunity to assume a Monday - Friday schedule should one become available before any new employees are hired into that schedule. The County and the Association agree to continue discussions in Labor-Management meetings regarding AWS positions.

4.05 Layoff
A layoff may be for any number of days or weeks or may be indefinite. Employer will give a regular employee at least twenty (20) workdays' notice. The County will provide a written statement detailing the fiscal necessity or lack of work responsible for any layoffs. A part-time employee will receive a proportionate benefit under this section. An employee who is laid off and rehired within one (1) year in any position will have any unused benefits restored.
The Employer will simultaneously notify the Association and the employee of the layoff.

4.06 Recall: Notification of Noncompetitive Class Employees
This section applies only to noncompetitive class employees. Notification of recall shall be sent to the employee by registered mail, return receipt requested, to the employee's last known address and to the Association. The employee will have three (3) workdays from the date of delivery of the recall notice to inform the County of his/her intentions to accept the recall or refuse the recall. The employee, if he/she chooses to accept the recall, will have at least eleven (11) workdays from the date he/she received notice to return to work. Employees shall remain on a contractual preferred list for a period of four years or until one of the following events, whichever occurs first: (1) the employee is reinstated, (2) the employee declines reinstatement, or (3) the employee fails to respond to a recall notice within the time frame specified in this section.

5. MONETARY BENEFITS: COMPENSATION FOR TIME WORKED

5.01 Base Compensation Rate
An employee's base compensation rate, as stated in Schedule A of this agreement, shall apply to the employee's normal workday and workweek.

5.02 Premium Compensation Rate: Overtime Work
An employee will receive one and one-half (1-1/2) times the employee's base compensation rate for all time worked in excess of eight (8) hours per day or forty (40) hours per week in any payroll week. For the purposes of this section, a holiday, personal day and vacation day not worked shall be considered time worked, but a sick leave day shall not be so considered in the calculation of overtime.

A nurse may choose to receive an equivalent amount of compensatory time in lieu of cash payment following overtime work on a weekend. Such compensatory time shall be utilized on the Tuesday, Wednesday or Thursday before the end of the next full pay period. Staff must notify the SPHN in writing of his/her desire to use compensatory time a minimum of four (4) days prior to the date they wish to take off. Compensatory time will be granted pending availability of per diems, or as otherwise approved by a supervisor.

5.03 Premium Compensation Rate: Holiday Work
An employee working on any of the holidays enumerated in Section 6.01 shall be paid at the employee's base compensation rate for all time worked on the holiday, portal to portal, in addition to receiving monetary compensation for the holiday.

5.04 Pay Period
Employer shall continue its present policy of paying compensation biweekly. Compensation shall be delivered to employees by direct payroll deposit into employee designated individual bank accounts. Such accounts shall be located at banks which participate in Employer's direct deposit program.
Employer shall continue its practice of having a sufficient number of N.Y.S. licensed banks participate in the program.

6. **MONETARY BENEFITS: COMPENSATION FOR TIME NOT WORKED**

6.01 **Holidays: Designation**

A regular employee who is on the active payroll during the week in which the holiday is celebrated (see 6.04) will be entitled to the following holidays:

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Columbus Day
- Thanksgiving Day
- ½ day before Christmas Day
- Christmas Day
- ½ day before New Year's Day
- Veterans' Day

A part-time employee will receive a proportionate benefit under this section.

Employees returning from an unpaid leave of absence of two (2) weeks' duration or longer will not receive holiday pay during the week in which they return unless scheduled to work or be on-call on the designated holiday.

The Floating Holiday shall be scheduled during the year as requested by the employee subject to the approval of management. Approval shall not be unreasonably or arbitrarily denied.

6.02 **Holidays: Compensation**

An employee entitled to a holiday under Section 6.03 who does not work on the holiday will be paid one (1) normal workday at the employee's regular compensation rate. In addition to receiving the above compensation, an employee who does work on any holiday shall be compensated in accordance with Section 5.03.

6.03 **Holidays: Entitlement**

Every regular or part-time employee will be entitled to the holidays specified in Section 6.01.

6.04 **Holidays: Scheduling**

If a holiday falls in an employee's vacation, the vacation will be extended one (1) workday. Holidays which fall on Saturdays or Sundays will be celebrated on either Monday or Friday, except for AWS employees who shall be entitled to celebrate on the actual holiday when it falls on a weekend day. The Employer will publish a list in January of each year indicating the days to be celebrated as holidays that year.

6.05 **Vacations**

After one (1) year of continuous employment, a regular employee shall receive twenty (20) workdays' vacation, ten (10) days of which may be taken after six (6) months of employment. Annually thereafter, a regular employee shall receive twenty (20) workdays' vacation upon completion of each full year of employment. A part-time employee will receive a proportionate
benefit under this section. Full-time employees who are not actively at work (not counting paid time off) for more than thirty (30) normally scheduled working days for any reason during their vacation year shall receive a vacation prorated based on the percentage of the year actually worked.

Employees hired on or after January 1, 1992 will accrue vacation as follows: one (1) year continuous employment and annually through fifth (5th) anniversary, ten (10) workdays' vacation, five (5) days of which may be taken after six (6) months of employment. On the employee's sixth (6th) anniversary and annually thereafter the employee shall receive twenty (20) working days. Twenty-fifth (25th) anniversary and over will receive twenty-five (25) days' vacation. Part-time employees will receive a proportionate benefit.

6.06 Vacations: Pay
An employee entitled under Section 6.05 will be paid for vacation at the employee's regular compensation rate.

6.07 Vacations: Scheduling
The vacation period will be the entire year and an employee will, subject to the Employer's operating requirements, have his or her choice of vacation time. Vacation may be used in segments of not less than one hour. When such days are taken in two segments, compensation of the paid lunch period will be credited on only one of the two segments.

6.08 Vacations: Terminal
An employee terminating after one (1) year continuous employment will receive all accrued vacation at that time as described in Section 8.06 Terminal Benefits.

6.09 Sick Leave: Amount
On the first day of the payroll period following the first two (2) months of continuous service, a regular full-time employee will be credited with paid sick leave at the rate of one (1) day per month of active employment to a maximum of one hundred sixty-five (165) days. An employee on sick leave will be paid at the employee's then regular compensation rate. A part-time employee will be entitled to a proportionate benefit under this section. Sick leave may be used in segments of not less than one hour. When such days are taken in two segments, the paid lunch period will be credited on only one of the two segments.

6.10 Leave for Death in Family or Critical Illness: Basis and Amount
Each employee will receive a paid leave of absence of up to three (3) workdays at the employee's regular compensation rate, in connection with death or serious illness of the employee's father, mother, brother, sister, spouse, child, in-laws, grandparents, grandchild, or other relative who is a member of the employee's household. Leave for serious illness in the immediate family shall be limited to three (3) workdays per year. Any paid leave under this section may be extended at the discretion of the department head.
6.11 Personal Leave

Each full-time employee covered by this agreement shall become eligible for five (5) personal leave days on January 1 of each year. New employees shall become eligible for one (1) personal leave day after two (2) months' continuous service as a regular full-time employee and will receive one (1) personal leave day on the first (1st) day of each full quarter for the remainder of the calendar year. On January 1 of the second (2nd) year, they shall qualify for a maximum of five (5) days.

Personal leave shall be prorated when an employee is off with or without pay for any reason in excess of six (6) consecutive months. Such proration shall be a reduction of hours of personal leave eligibility in direct proportion to the number of days off beginning with the first (1st) such day off. The prorated amount will be taken from the employee's eligibility in the following year.

Personal leave may be used in segments of not less than one hour. When such days are used in two segments, the paid lunch period will be credited on only one of the two segments.

Part-time employees receive personal leave on a pro-rata basis for hours worked in the previous year. If a part-time employee becomes a regular employee, he/she earns additional personal leave during the calendar year as follows: one (1) day of personal leave on the first day of each full quarter; however, in no event will an employee earn more than five (5) days of personal leave per year.

6.12 Jury Duty Leave: Amount

Each regular or part-time employee will receive leave for required jury attendance. An employee on such leave will be paid the difference between the pay actually received from such attendance and the pay the employee would have received if not on such leave.

An employee on jury duty will report to work whenever his/her presence for jury duty is not required during normal working hours. At no time shall the combined total hours worked and jury duty time exceed the contractual normal workday.

6.13 Meal Period

An employee will have one (1) hour meal period without work responsibility, at a reasonable time each day.

6.14 Proportionate Benefits for Leave Time

Employees who change status from full time to part-time or vice versa shall have vacation and personal leave benefits calculated using the form appearing in Attachment C to this agreement.

7. MONETARY BENEFITS: INSURANCE

7.01 Statutory Insurance

Employer will insure each employee under (a) Federal Insurance Contribution Act (Social Security) to the extent required by law and (b) New York Workers' Compensation Law.
7.02 Health Insurance

The Employer will provide the following benefits as presently provided: Blue Choice, Blue Choice Select and Preferred Care, or any other HMO that is certified to do business with the County of Livingston. Effective June 1, 2003 the Employer shall eliminate the Preferred Care Comprehensive Plan and the Blue Choice Extended Plan. Employees may enroll in the following plans:

a. Preferred Care Community Plan with a prescription rider of $10/$25/$40 for generic, brand name, and non-formulary drugs respectively
b. Blue Choice Select
c. GHI

The employee will be eligible for either individual or dependent coverage if the employee qualifies for dependent coverage under such contract of insurance. The Employer will contribute one hundred percent (100%) of the cost of such coverage (either individual or dependent) for all employees hired on or before November 1989. Employees hired after November 1989 will pay twenty percent (20%) of the cost of such premiums for coverage to which the employee is otherwise eligible with the Employer paying the remaining eighty percent (80%).

The Employer will offer payroll deductions to any employee who wishes to join an alternative health care plan (HMO) for any such plan that is certified to do business in the County of Livingston.

The Employer agrees to pay annually to employees on December 1 for the previous twelve (12) months a payment of four hundred fifty dollars ($450.00) for dropping individual coverage and seven hundred dollars ($700.00) for dropping dependent coverage, whichever is currently provided to the employee. Employees may resume coverage during open enrollment periods or upon a change in familial or economic status. For new employees becoming eligible during the calendar year of employment, the amount will be prorated. Selection will be made in November to become effective January 1 of each year. Employees that elect payment in lieu of health insurance will receive, upon termination, a prorated amount for all days the employee did not receive health insurance coverage from the County in that calendar year.

If both husband and wife are employed by the County, then they shall be eligible for a plan most advantageous to the County that guarantees full coverage with no loss of benefits to the employee.

Retiring personnel with at least twenty-five (25) years of continuous service are eligible for health insurance coverage at the same rate employees are paying for individual coverage on the effective date of retirement. Dependent coverage is available by paying the full cost of the difference directly to the Livingston County Treasurer's Office on a timely basis. Employees hired after January 1, 1992 will not be eligible for the Health Insurance Retirement Benefit described in this paragraph.
7.03 **Professional Liability Insurance**
Employer will provide fully paid professional liability insurance for each regular and part-time employee in the amount of $1,000,000 for each occurrence and $3,000,000 in the aggregate. This coverage is provided twenty-four (24) hours daily for employees carrying out Public Health Department duties.

7.04 **Dental Insurance**
As soon as practicable, the County will contact the Fortis Dental plan to request authorization for the employees covered by this agreement to participate in the plan. If such participation is permitted, employees may enroll in the plan on a voluntary basis. Premiums shall be paid by the employees by payroll deduction.

7.05 **Flexible Spending Plan**
Employees shall be entitled to participate in the County’s plan which provides for payment of covered expense with pre-tax dollars.

8. **MONETARY BENEFITS: MISCELLANEOUS**

8.01 **Experience Differential and Education Differential**
At the discretion of the Director of Public Health, a new employee with comparable experience may be placed on the salary scale in accordance with the following:

In the exercise of discretion, the Director of Public Health will consider a combination of total years of Public Health, Community Health, or Visiting Nurse experience plus service credit equal to one (1) year for each two (2) years of prior acute experience as a registered nurse and/or one (1) for each three (3) years’ experience as a registered nurse in a skilled nursing facility, for relevant agency assignments, to a maximum of five (5) years’ credit. All such years of service must be sufficiently current to be relevant for credit.

Employees who obtain a specified nursing degree shall be paid at the rates indicated in Schedule A-1.01. Payment shall become effective the first day of the pay period following submission of proof of said degree to the Public Health Director. The degree must be from an accredited educational institution. The pay step shall be determined as if the employee were being promoted.

After the execution of this agreement, the Employer will take the necessary steps to reclassify all Public Health Nurse positions to make them Registered Professional Nurse positions. When this is accomplished, all employees previously holding Public Health Nurse positions shall be Registered Professional Nurses with Bachelor’s degrees and shall be paid according to Schedule A-1.01.

8.02 **Tuition Refund**
Upon prior approval by the Director of Public Health Nursing of courses to be taken, and approval by the County Administrator, the Employer shall reimburse a regular full-time employee for the cost of tuition actually incurred by the employee in successfully completing up to six (6) credit hours per
semester of advanced study in nursing or an allied field in an accredited educational institution.

8.03 Professional Attire Allowance
A regular employee shall receive one hundred eighty dollars ($180) per year as a professional attire allowance which shall be paid in two (2) installments of ninety dollars ($90) on February 1 and August 1 each year. This payment shall be considered a professional attire allowance for the six (6) months immediately following the payment. An employee who begins employment after a biannual payment shall receive a prorated professional attire allowance after completing the probationary period retroactive to the employee's date of employment. Job share employees will receive one-half the full-time allowance. Part-time employees will receive a prorated allowance.

The Employer will continue to provide laboratory coats for employees in the Women's Health Center as the only clothing allowance for these employees.

8.04 Travel Allowance
Pursuant to Section 203(2) of the County law, mileage shall be reimbursed at the rate in cents per mile, which is permitted by the IRS as a tax deduction. If, during the term of this agreement, said rate increases or decreases, the rate paid by the County will increase or decrease as soon thereafter as the County is satisfied that it has the latest position of the IRS. Should the Association wish, it may inform the County, in writing, of such a change and as soon as such claimed change is confirmed by the IRS the rate hereunder will be adjusted effective as soon as the date of such confirmation.

8.05 Retirement
Employer will provide, at the Employer's expense, for each qualified employee, the 75-i Plan under the New York State Retirement System. In addition, the Employer will provide option 41-j, application of unused sick leave as additional service credit upon retirement.

8.06 Terminal Benefits
A regular or part-time employee whose employment is terminated for a reason other than misconduct justifying discharge will receive unused accrued vacation time pro rata to the termination date, as well as any unused personal days. However, an employee whose employment is terminated by resignation and who fails to give the Employer twenty-eight (28) calendar days' notice, except in the case of an emergency, will forfeit terminal benefits pro rata to the extent such notice is deficient.

8.07 Temporary Employment to Permanent Employment
An employee who has been employed on a per diem, temporary regular, or temporary part-time, or temporary per diem basis, and who later takes a permanent regular or part-time position with the County shall have a seniority or hire date effective on the date he/she takes the permanent position, for all purposes of this agreement, except that such employee will be paid the step 1 rate specified in A-1.01 of this agreement unless the Public Health Director determines that the employee should be placed at a higher step under the experience differential provisions of 8.01 of this agreement.
Per diem or temporary employees who become permanent under this Section will be allowed to select vacation time off based on their date of hire (prorated in the same method as provided for in the above paragraph) as a per diem or temporary if such per diem or temporary employment is consecutive with their present permanent status.

8.08 Cellular Telephone Use Reimbursement

If an employee uses a personal cellular telephone for unanticipated County business purposes during the workday, the employee may request reimbursement of the expense from the County. Requests for reimbursement shall be submitted on a quarterly basis on a form supplied by the Public Health Director. The employee must provide the following information in order to receive reimbursement: the date of the call, the name of the caller or the person/entity called, the number called, the name of the patient to whom the call related when relevant, and a copy of the cellular telephone bill(s). Reimbursement of calls on personal cellular telephones shall not be made for conducting routine, planned County business without the express permission of the Public Health Director. Employees shall not utilize cellular telephones while conducting County business if they are operating any type of motorized equipment.

9. UNPAID TIME OFF

9.01 Leave of Absence

After one (1) year of employment, a regular or part-time employee shall be eligible to receive the following unpaid leaves: (a) up to twelve (12) months for education; (b) up to six (6) months for care of a newborn child and (c) up to twelve (12) months for personal illness. In cases where an employee is eligible for both a contractual leave and a Family and Medical Leave Act ("FMLA") leave, the granting of a FMLA leave shall be deemed authorization of a contractual leave and both leaves shall run concurrently. If the employee requires additional leave time at the conclusion of the FMLA leave, the employee may use the remainder of his/her contractual leave entitlement.

Other leaves may be granted at the discretion of the Employer. Upon application, the Public Health Director may grant an extension of any leave. There will be no loss of seniority nor previously accrued benefits during any such leave; however, no additional benefits or seniority will accrue during such leave.

An employee on leave pursuant to this section will be allowed to return to the same position vacated or to a position comparable to that which was held at the time the leave began.

9.02 Leave of Absence: Procedure

Employees will apply for leave, except in cases of emergency, four (4) calendar weeks prior to the commencement of leave. The Employer will respond within ten (10) workdays. Extension of leave must be applied for five (5) workdays prior to expiration of leave. No extensions of leaves for care of a newborn child will be granted, unless such leave has been converted to leave for personal illness.
10. HEALTH AND SAFETY

10.01 Employer Obligation

Employer will observe all applicable health and safety laws and regulations, and, consistent with its established practice, will take all steps reasonably necessary to assure employee health and safety.

In the event of a documented incident of occupational exposure to HIV (Human Immunodeficiency Virus) in the course of employment with the Employer, the Employer will waive any required deductible and cover at one hundred percent (100%) the cost of such antiviral medication for HIV for prophylactic treatment with no out of pocket expense to such affected employee. The employee shall apply for Workers' Compensation Benefits and any applicable health insurance benefits. The Employer shall designate one local pharmacy where employees may receive such anti-viral medication at no cost. In addition, employees who desire to use other pharmacies shall submit a receipt to the Employer for reimbursement. The Employer shall reimburse such employee within two (2) weeks of submission of such receipt.

10.02 Employee Obligation

Every employee will observe all applicable health and safety laws and regulations, and will comply with all Employer health and safety rules and instructions.

10.03 Health Examinations

The Employer will reimburse regular full-time or part-time employees up to twenty-five dollars ($25) for a pre-employment physical, and will supply any required annual health assessment required by law or regulation.

10.04 Impaired Professionals Program

Effective January 1, 2000, the Employer may test for drugs or alcohol only when the testing is based on reasonable suspicion and/or objective evidence that job performance is impaired by alcohol or other drug usage. There shall be no random screening of body fluids for alcohol or other drugs. The cost of all testing and time spent during testing shall be paid by the County. Employees with chemical dependency shall be placed on a medical leave of absence conditioned on full participation in an acceptable treatment plan, and shall be entitled to use all paid time accruals. The employee shall enter a Return-to-Work contract upon completion of treatment. All testing and results shall be confidential. Employees with positive test results will be entitled to a leave of absence only for the first positive test unless a period of five (5) years has elapsed.

The implementation of the impaired professionals program shall be consistent with the Drug and Alcohol Testing Policy which has been adopted by the parties on August 1, 2000.

11. BUSINESS OR EMPLOYMENT INTERRUPTION

Neither the Association nor employees will, directly or indirectly cause, engage or participate in any strike, work stoppage, work interruption, work interference, slowdown, or boycott during the life of this agreement. The Employer will not,
directly or indirectly, cause, engage or participate in any lockout during the life of this agreement.

12. PROFESSIONAL PRACTITIONER STATUS

12.01 Committee of Nursing Practitioners

A committee of nursing practitioners consisting of three (3) or more members will be established whose purpose will be to review the practice of nursing at the Livingston County Department of Health through:

A. Peer Review;

B. Establishment and maintenance of quality patient care through implementation of the profession's standards for nursing practice. The committee will be considered a part of the function of the nursing department and will meet during on-duty time. Recommendations of the committee will be discussed with all members of the department.

12.02 Notice to Employees

The Employer will provide each employee covered by this agreement with a copy of this agreement, which copy is to be supplied to Employer by the Association. In addition, the Employer will provide each employee covered by this agreement with any stated personnel policies. At the time of appointment, transfer or promotion, the Employer will provide the employee with written confirmation of such personnel action. Such confirmation shall include the job description and the regular compensation rate of the position to which the employee is appointed, transferred or promoted.

13. GRIEVANCE PROCEDURE

13.01 Scope

For the purposes of this agreement a grievance shall be defined as a dispute or controversy between an individual employee covered by this agreement and the Employer arising out of the application or interpretation of this agreement, or a grievance as defined by Section 682, Subdivision 4 of Article 16 of the General Municipal Law.

The inclusion of this Article of grievance as defined by Article 16, Section 682, Subdivision 4 of the General Municipal Law is intended to substitute the grievance and arbitration procedure of this agreement for the grievance procedure which the Employer previously adopted under the terms of Article 16 of the General Municipal Law and which is required by said law, and upon the effective date of this agreement the grievance and arbitration procedure in this agreement shall be the only such procedure available to employees covered by this agreement.

It is expressly understood and agreed to by the parties that the grievance and arbitration procedure provided for in this Article applies to and is intended as a substitute for any action permitted by or required of the Employer under any article of the State or Local Civil Service Law or Rules, dealing with the discipline or discharge of an employee regardless of their Civil Service status. All issues or rights other than discipline or discharge
arising under the Civil Service Law shall be resolved under that Law and shall not be considered grievances for purposes of this Agreement.

The purpose of this Article is to provide the sole method for the settlement of grievances as defined herein and such grievance shall be settled in accordance with the following procedure.

13.02 Informal Discussion
An employee who has a complaint arising from application or interpretation of this agreement, or otherwise, will present the claim promptly to his/her Director of Patient Services. The employee, Association’s local representative and the Director of Patient Services will discuss and attempt to resolve this complaint.

13.03 Procedure and Time Limits: Step One
If the complaint is not adjusted and such adjustment approved by the Director of Patient Services and Association’s local representative by informal discussion, or if the complaint involves a matter affecting more than one (1) employee, Association or Employer, the employee, or group of employees, may initiate formal adjustment of the complaint as stated in this paragraph.

The employee, group of employees, Association or the Employer will serve written notice of a complaint other than a monetary claim (i.e., a claim for compensation, holiday pay, vacation pay or any other benefit payable in money to or for an employee's benefit) on Employer's Public Health Director, with a copy to the Director of Patient Services, or Association’s local representative, as the case may be, on a proper form provided by Association, within ten (10) working days after occurrence of the facts on which it is based, and will so serve written notice of a monetary claim within thirty (30) workdays after occurrence of the facts on which it is based. If no such notice is served in the time specified, the complaint will be barred.

After a proper and timely notice is filed, the Public Health Director, any employee or employees concerned, and an Association representative (to be designated by Association) will discuss the complaint within five (5) workdays after receiving the grievance.

13.04 Procedure and Time Limits: Step Two
The aggrieved employee may submit his/her grievance to the County Administrator who, within ten (10) working days after he/she receives the written grievance will convene a meeting between the aggrieved employee, his/her Association representative(s) and the County Administrator and/or other representatives of the Employer, for the purpose of resolving the grievance.

If the grievance is not resolved within ten (10) working days following said meeting, the grievance may be submitted to arbitration. Failure to give an answer within the specified time limits set out above shall automatically move the grievance to the next step. By mutual agreement in writing, the time limits provided for herein may be extended.
13.05 Arbitration

In the event that a grievance is unresolved after being processed through all of the steps of the grievance procedure or having moved through the grievance procedure by default, then not later than thirty (30) calendar days after the second step procedures are complete, or thirty (30) calendar days after the time limits required by the steps in the grievance procedure have run, the Association may submit the grievance to arbitration by requesting arbitration services from the American Arbitration Association or Federal Mediation and Conciliation Service. Arbitrator selection shall be in accordance with the procedures established by the tribunal agency.

The arbitrator shall have no power to add to, subtract from or otherwise modify any of the provisions of this agreement.

The arbitrator shall not order back payments in any case for a period of more than sixty (60) working days prior to the date the grievance was initiated. This sixty (60) day limitation shall not apply to any grievance alleging violation of the provisions of this agreement only or any supplement to this agreement only which provides for retroactive payment of salaries or other benefits. All awards of back pay shall be limited to the amount of wages the employee would have earned from his/her employment with Employer but not in excess of the period above defined, less any other compensation for personal services that he/she has received from any source during said period.

No decision of an arbitrator or of the Employer in any grievance case shall create the basis for retroactive adjustment, or other adjustment, in any other case.

No arbitrator shall decide more than one (1) grievance on the same hearing or series of hearings except by mutual agreement between the parties.

The decision of the arbitrator shall be final and binding upon the parties. The fees and the expenses of the arbitrator and the costs of the hearing room shall be shared equally by the Employer and Association. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for the other party's share of the divided costs nor of the expenses of witnesses or participants called by the other.

14. MANAGEMENT RIGHTS

The Employer retains the sole right to manage its business and services and to direct the working force, including the right to decide the number and location of its business and service operations, the business and service operations to be conducted and rendered, and the methods, processes and means used in operating its business and services, and the control of the buildings, real estate, materials, parts, tools, machinery and all equipment which may be used in the operation of its business or in supplying its services; to determine whether and to what extent the work required in operating its business and supplying its services shall be performed by employees covered by this agreement; to maintain order and efficiency in all its departments and operations, including the sole right to discipline, suspend and discharge employees for cause; to hire, layoff, assign, transfer, promote and determine the qualifications of employees; to determine the schedule
of its various departments, and to determine the starting and quitting time and the number of hours to be worked, within reason, subject only to such regulations governing the exercise of these rights as are provided in this agreement, or provided by law.

The above rights of the Employer are not all inclusive, but indicate the type of matters or rights which belong to and are inherent to the Employer. Any and all the rights, powers and authority the Employer had prior to entering this agreement are retained by the Employer.

15. CONFORMITY TO LAW
If any provision of this agreement is held by a court of competent jurisdiction to be unlawful or unenforceable, that provision shall be considered null and void but every other provision of this agreement will continue in effect.

16. CONTINUATION OF BENEFITS
Except as this agreement provides salaries and other benefits more favorable to employees, the Employer will maintain without diminution during the term of this agreement all salaries and other benefits provided for employees.

17. MISCELLANY

17.01 Definitions
As used in this agreement, and except as otherwise clearly required by its context:

A. "agreement" means this agreement and each appendix, schedule, amendment or supplement thereto;
B. "Employer" means the County of Livingston;
C. "Association" means the New York State Nurses Association;
D. "employee" means an employee covered by paragraph 1;
E. "day" means a calendar day;
F. "week" means a calendar week;
G. "month" means a calendar month;
H. "year" means a calendar year;
I. "holiday" means a twenty-four (24) hour period beginning with 12:01 a.m. on any day enumerated in Section 6.01;
J. "accredited educational institution" means an educational institution accredited under the laws of the state in which it is established and authorized by such laws to confer an academic degree;
K. "proportionate benefit," where provided for a part-time employee, means that part of any stated compensation rate or other employee benefit determined by multiplying the applicable employee benefit for a regular employee with the same job title
and same seniority by a fraction whose denominator is forty (40) and whose numerator is the number of hours (including fractions thereof) in the employee's normal workweek.

17.02 Non-Discrimination
Neither Employer nor Association will discriminate against any employee or applicant for employment as an employee in any matter relating to employment, because of race, color, creed, national origin, sex, marital status or activity on behalf of the Association.

17.03 Meetings
Employer and Association will meet at mutually convenient times and places to consider employment conditions and the operation of this agreement.

17.04 Agreement Construction
The section titles throughout this agreement are merely editorial identifications of their related text and do not limit or control that text.

17.05 Notices to Parties
Any notice required to be served on Employer under this agreement will be either mailed to Employer by certified mail or delivered to Employer or so mailed or delivered to such person and at such address as Employer may designate by written notice served on Association.

Any notice required to be served on Association under this agreement will be mailed to Association's Program Director by certified mail addressed to Association's headquarters office, 11 Cornell Road, Latham, New York 12110, or to such other person and at such address as Association may designate by written notice served on Employer.

17.06 Meeting Facilities
Employees may meet on the Employer's premises during off-duty time, to discuss unit business.

18. AMENDMENT
This agreement may be amended or supplemented only by further written agreement executed by the parties.

19. ON-CALL TIME AND PAY

19.01
Employees covered by this agreement may be assigned to on-call duty, normally, for periods of a week or less; that is from their quitting time on one (1) day to their starting time the next day, or on holidays, or each day of the weekend or other day off if the employee's workdays that week are other than Monday through Friday.

19.02
For each such day of on-call, the employee assigned will be paid as follows:

1. On each weekday (except holidays) from quitting time to starting time next day, or until Saturday morning at the normal daily starting time: twenty-three dollars and fifty cents ($23.50). Effective
January 1, 2004 this rate shall increase to twenty-five dollars ($25.00).

2. Each holiday (on the date celebrated) except Thanksgiving, Christmas, New Year’s Day and Labor Day from normal quitting time to starting time of day following the holiday: thirty-two dollars ($32.00). Effective January 1, 2004 this rate shall increase to thirty-three dollars and fifty cents ($33.50).

3. Each New Year’s Day, Labor Day, Thanksgiving and Christmas from normal quitting time to starting time of day following the holiday: thirty-eight dollars and fifty cents ($38.50). Effective January 1, 2004 this rate shall increase to forty dollars ($40.00).

4. Saturday or other such day off: twenty-eight dollars and fifty cents ($28.50). Effective January 1, 2004 this rate shall increase to thirty dollars ($30.00).

5. Sunday or other such day off, until the normal starting time on Monday: twenty-eight dollars and fifty cents ($28.50). Effective January 1, 2004 this rate shall increase to thirty dollars ($30.00).

19.03

Being "on-call" shall mean carrying a beeper or radio, within a twenty (20) mile radius of Geneseo, or being at home, and immediately responding to the clients' needs. A Supervisor will be consulted as necessary.

19.04

In addition to fees in 19.02 above, when called out to work from "on-call," an employee will be paid his/her applicable regular hourly rate plus any applicable overtime from the time the employee leaves his/her home or the location he/she leaves from, and return to his/her home or the location he/she leaves from. Additionally, such employee will also be so paid for all time spent making patient-related telephone calls.

19.05

Notwithstanding any provisions of this Article, the Employer is not required to staff on-call under this Article and may effect such staffing and payment in any way it chooses.

20. EFFECTIVE DATE AND DURATION

This agreement, except as otherwise stated, will be effective 12:01 a.m. January 1, 2003 and will remain effective until 11:59 p.m. December 31, 2004 and from year to year thereafter unless terminated as provided in Article 21.

21. TERMINATION

This agreement may be terminated effective 12:00 a.m. December 31, 2004, by written notice from either party, delivered to the other, not later than June 1, 2004, of intent to modify or terminate it, and may be terminated, effective 12:00 a.m. any subsequent December 31, by similar written notice delivered to the other party not later than the preceding June 1. Notice of intent to modify will be equivalent to notice of intent to terminate. Unless mutually agreed otherwise, the parties agree to commence negotiations by August 1.
EXECUTION
Signed by Employer and Association.

LIVINGSTON COUNTY

By: [Signature]
James C. Merrick
Its: Chairman, Board of Supervisors
Date: [Signature]

By: Gary D. Moore
Its: Vice Chairman, Board of Supervisors
Date: [Signature]

By: Philip S. Brooks
Its: Chairman, Personnel & Employee Relations Committee
Date: [Signature]

By: Timothy R. Wahl
Its: Vice Chairman, Personnel & Employee Relations Committee
Date: [Signature]

By: Gerald L. Deming
Its: Personnel & Employee Relations Committee Member
Date: [Signature]

By: Weston L. Kennison
Its: Personnel & Employee Relations Committee Member
Date: [Signature]

By: James E. Layland
Its: Personnel & Employee Relations Committee Member
Date: [Signature]

By: Peter Yendell
Its: Personnel & Employee Relations Committee Member
Date: [Signature]

NEW YORK STATE NURSES ASSOCIATION

By: [Signature]
Lorraine Seidel, RN
Director, Economic and Social Welfare Program
Date: [Signature]
SCHEDULE A
Base Compensation Rates

A-1.01 Effective January 1, 2003, a regular employee’s base compensation rate (hourly) will be:

<table>
<thead>
<tr>
<th>Effective January 1, 2003</th>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
<th>Step 4</th>
<th>Step 5</th>
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<tbody>
<tr>
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<td>17.71</td>
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<td>20.09</td>
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<tr>
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<td>26.52</td>
<td>27.09</td>
<td>27.68</td>
<td>28.25</td>
</tr>
</tbody>
</table>

Effective January 1, 2004, a regular employee’s base compensation rate (hourly) will be:

<table>
<thead>
<tr>
<th>Effective January 1, 2004</th>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
<th>Step 4</th>
<th>Step 5</th>
</tr>
</thead>
<tbody>
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<td>18.24</td>
<td>18.69</td>
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<td>27.32</td>
<td>27.90</td>
<td>28.51</td>
<td>29.10</td>
</tr>
</tbody>
</table>

A-1.02 A part-time employee will receive under Section A-1.01 benefits directly proportionate to the time the employee works.

A-1.03 Effective January 1, 2003, all employees with five (5) years but less than ten (10) years of continuous service in any position covered by this agreement will receive an additional forty-five cents ($0.45) per hour. Employees with ten (10) years but less than fifteen (15) years of continuous service in any position covered by this agreement will receive an additional fifty-three cents ($0.53) per hour. Employees with fifteen (15) years but less than twenty years of continuous service in any position covered by this agreement will receive an additional fifty-four cents ($0.54) per hour. Employees with twenty years or more of continuous service will receive an additional fifty-four cents ($0.54) per hour.

Such payments will be made by adding in cents per hour the amount of longevity to each employee’s regular hourly rate of pay.

A-1.04 Per diem employees shall be paid hourly rates of pay as follows:

<table>
<thead>
<tr>
<th>Per Diem Rates</th>
<th>Weekday</th>
<th>Weekend</th>
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<tbody>
<tr>
<td>RN</td>
<td>$19</td>
<td>$22</td>
</tr>
<tr>
<td>RN w/ Bachelor’s Degree</td>
<td>$21</td>
<td>$23</td>
</tr>
<tr>
<td>NP</td>
<td>$29</td>
<td>NA</td>
</tr>
</tbody>
</table>
A-1.05 Effective on January 1 of each year of the agreement, each employee who has been employed prior to and immediately preceding July 1, will, upon the recommendation of the Public Health Director, advance to the higher step within the employee's present title.

Employees hired July 1 or after of any year of this agreement will, upon the recommendations of the Public Health Director, advance to the next higher step within the employee's present title effective July 1 of the following year; thereafter, such employees will progress as provided in the preceding paragraph.

An employee who has already reached the maximum step of a title will remain at that maximum step.

A-1.06 Promotional Wage Rates. When an employee is promoted, his/her wage step in the new title shall be the same step in the lower title.
ATTACHMENT A

JOB SHARING BOOKLET

This Attachment is subject to the grievance and arbitration provisions of this agreement.

Two (2) job-sharing nurses will work on the primary-associate nurse model. The primary nurse will be the one to open the case, set up the chart, and assure that all reports and orders are up-to-date. The other job sharer would then be responsible for patient visits and phone calls as required as well as assisting with the case management. The two nurses will have approximately equal numbers of patients on their caseload for which they will be either the primary or associate nurse. Each nurse will be responsible for updating a daily calendar sheet which will be posted on their desk for supervisors, aides and other nurses to refer to.

Work schedules will be agreed upon by the two (2) job sharers and approved by the Supervising Public Health Nurse. Each employee will be expected to work at least forty (40) hours per pay period. Job sharers may decide cooperatively with SPHN how assignments will be divided between them.

Both nurses will be requested to attend staff meetings, and in-services whenever possible.

Documentation must be up-to-date within one (1) week as per legal requirements.

Other professional responsibilities (re: clinics) will be rotated as presently done.

If one of the job sharers chooses to resign, return to a full-time position, or takes a leave of any kind (including maternity) for a period in excess of three (3) months, thus leaving a job-shared vacancy, the Health Department will have three (3) months to recruit for the position. If after three (3) months the position has not been filled, the remaining job sharer will then either choose to go full-time, part-time if available, or resign.

If a job-sharing employee wishes to resume full-time employment, he/she will have to wait until a full-time position is available. If either job sharer wishes to terminate his/her job sharing agreement, he/she is expected to give, in writing, a one (1) month's notice to both the partner and the agency.
BENEFITS AND AMENDMENTS TO CONTRACT

Section 3.02 Classification, add (e) job sharing;
3.05 Job sharing employee - definition: two (2) Livingston County Health Department nurses sharing one (1) full-time position;
3.09 Seniority - add job sharing employee;
3.10 Add (c) job sharing for a job-sharing employee;
4.04 The job sharing position will rotate through the weekend call schedule, beeper call schedule, clinic schedule, etc., as would be expected of any one (1) full-time position;
5. Monetary Benefits - an employee who assumes a job sharing position will retain present compensation rate;
6.01 Add - job-sharing employee receives proportionate benefit;
6.02 Compensation: Add - job sharing employee will receive four (4) hours' pay for each scheduled holiday except for Christmas Eve and New Year's Eve for which they will receive two (2) hours' pay;
6.03 Add job-sharing employee;
6.05 Vacation - a job sharing employee after one (1) continuous year of service and annually thereafter will receive ten (10) workdays of vacation five (5) of which may be taken after six (6) months and will continue to accrue vacation time equal to one-half (½) of that specified in Section 6.05 for regular employees. Any full-time employee entering a job sharing position will retain vacation time accrued to date.

Any employee hired for a job share position on or after January 1, 1992 will receive five (5) workdays of vacation, two and one-half (2½) of which may be taken after six (6) months of employment, and will continue to accrue vacation time at one-half (½) of that specified in Section 6.05 for regular employees hired on or after January 1, 1992.

6.09 A job-sharing employee will accrue four (4) hours' sick time per month of active employment to a maximum of one hundred sixty-five (165) days accrued. Any full-time employee entering a job sharing position will retain sick time accrued to date;
6.10 Receive a paid leave of absence of up to one and one-half (1½) workdays at the employee's regular compensation rate, in connection with the death or serious illness of the employee's relative as outlined in the contract. Leave for serious illness in the immediate family shall be limited to one and one-half (1½) workdays per year;
6.11 Personal Leave: Each job-sharing employee will accrue two and one-half (2½) days' personal leave on January 1 of each calendar year. Hereafter, personal leave will be accrued and binding as of January 1 of each calendar year based on employment status as of January 1 of that year;

6.12 Add job-sharing employee;

7.02 The Employer will provide health insurance options as specified in section 7.02 of this agreement. Insurance coverage to be paid fifty percent (50%) by County, fifty percent (50%) by nurse with nurse's premium deducted from bimonthly paycheck. For nurses hired after August 13, 1986, insurance coverage will be paid forty percent (40%) by the County and sixty percent (60%) by the nurse.

7.03 Each job-sharing employee will be obligated to pay fifty percent (50%) of his/her professional liability insurance premium with the Employer paying the other fifty percent (50%);

8.02 Each job-sharing employee will receive tuition refund for successfully completing up to three (3) credit hours per semester;

8.03 Each job-sharing employee will receive ninety dollars ($90) per year for professional attire allowance.

8.06 Add job-sharing employee;

9.01 Add job-sharing employee;

10.03 Each job-sharing employee will receive reimbursement of up to twelve dollars and fifty cents ($12.50) for a pre-employment physical exam.
ATTACHMENT B

JOB SHARING AGREEMENT

Definition: Two (2) Livingston County Health Department nurses sharing one (1) full-time position.

Scheduling: Work Schedules will be agreed upon by the two (2) job sharers and approved by the Supervising Public Health Nurse. Each employee will be expected to work at least forty (40) hours per pay period. The job sharing position will rotate through the weekend call schedule, beeper call schedule, clinic schedule, etc., as would be expected of any one (1) full-time position. Job sharers may decide cooperatively with SPHN how assignments will be divided between them.

Time Off: Time off requests will be requested in timely fashion as is present practice. Coverage for time off will be absorbed by other staff members as is present practice for any time off request for a full-time position.

Unemployment: While actively employed as a job sharer, the employee agrees not to apply for unemployment benefits.

Benefits: Refer to job sharing agreement booklet.

I have read provisions of job sharing as set forth in the job sharing booklet and the above information and agree to all stipulations.

This job sharing contract to begin on ___________________________.

Date

Nurse A Date Nurse B Date

Approved by SPHN: __________________________ Date

Approved by Director: __________________________ Date
ATTACHMENT C

VACATION/PERSONAL PRORATION

EMPLOYEE NAME ________________________________

DATE OF HIRE _______________ EARN VACATION/PERSONAL ____________

PERIOD ENDING ON TIMESHEET ___________________ DAYS OFF PAYROLL ______

____________________ ___________________ 

____________________ ___________________ 

____________________ ___________________ 

____________________ ___________________ 

____________________ ___________________ 

____________________ ___________________ 

____________________ ___________________ 

____________________ ___________________ 

____________________ ___________________ 

____________________ ___________________ 

____________________ ___________________ 

____________________ ___________________ 

____________________ ___________________ 

TOTAL DAYS OFF PAYROLL ________________________

______ x _____ (Hrs. a day) = _____ HOURS

_______ (HOURS OFF) ÷ ______(STANDARD WORK HOURS) = ________%

_______(VAC./PERS. HRS. WOULD HAVE EARNED) x _______% = _________ HRS. LOST

_______ VAC./PERS. WOULD HAVE EARNED

_______ HOURS LOST BECAUSE OF PRORATION

_______ = _______ HOURS VACATION/PERSONAL EARNED ______

NOTE: STANDARD WORK HOURS

2080 for 40 hr. employees
1820 for 35 hr. employees
MEMORANDUM OF AGREEMENT
BETWEEN THE
NEW YORK STATE NURSES ASSOCIATION
AND
THE COUNTY OF LIVINGSTON

This Memorandum of Agreement modifies the collective bargaining agreement between the parties dated January 1, 2003 to December 31, 2004.

The Association and the County of Livingston agree to meet and discuss the donation of sick leave time from one employee to another in the instance of catastrophic circumstances, on a case-by-case basis.

Signed by Employer and Association.

LIVINGSTON COUNTY

By [Signature]
Title [Title]
Date [Date]

NEW YORK STATE NURSES ASSOCIATION

By [Signature]
Title [Title]
Date [Date]