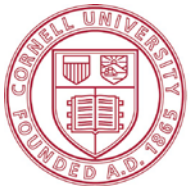

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RN 7004

AGREEMENT

BETWEEN

NEW YORK STATE NURSES ASSOCIATION

And

THE COUNTY OF CORTLAND

January 1, 2006 – January 1, 2009

RECEIVED
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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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AGREEMENT between (1) The County of Cortland (herein "Employer") and (2) The 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

This agreement covers each full-time (herein "regular") and part-time (herein "part-time") and per diem (herein "per diem") employee licensed or otherwise lawfully authorized to practice as a registered professional nurse (herein "employee") employed by Employer to perform registered professional nursing in nursing service, nursing education or nursing administration, excluding the Public Health Director, Deputy Public Health Director, Director of Patient Services, Director of Jacobus Center, Director of Caring Community Hospice and Director of Children with Special Needs.

2. ASSOCIATION STATUS

2.01 Recognition

Employer recognizes Association as exclusive collective negotiating representative of every employee covered by this agreement for the maximum period allowed under the law.

2.02 Association Membership

Employer will make available to every employee such material concerning Association membership as Association may supply. The Employer will provide the Association and the local chairperson with the names and addresses of all new employees within fourteen (14) days of their date of hire. Association representatives shall not exceed one (1) hour allotted to discuss Association business during the first thirty (30) days of employment at a mutually agreeable time.

2.03 Association Dues Deduction

Employer will, for each employee who, by written and signed direction, so authorizes it, deduct from the wages biweekly due such employee in any month the regular dues fixed by Association for such month. Employer will, not later than the tenth (10th) day of the following month, remit dues deducted for the preceding month to the Association. 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 such employee's employment. Layoff and leave of absence do not constitute termination of employment for the purpose of terminating the Employer's obligation to continue to deduct dues upon the employee's return to work. The Employer shall have no responsibility to deduct or collect dues from employees who are on layoff, leave of absence or leave without pay.

The Association shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise by reason of action taken or not taken by the Employer for the purpose of

complying with any of the paragraphs of this Article, or Article 2.04 Agency Shop Deduction.

2.04 Agency Shop Deduction

The Employer will, for each employee who does not authorize the Employer to deduct Association dues under Article 2.03 Association Dues Deduction or who otherwise has not been designated by the Association as being a member in good standing, deduct from the wages due such employee in any month an agency shop fee equal to the regular dues fixed by the Association for such month. The deduction shall be made on a biweekly basis and shall be transmitted at the same time and to the same office as set forth in Article 2.03 Association Dues Deduction.

2.05 Association Business: Local Representative

Association will designate two (2) employees as its local representatives and authorize these employees to deal with Employer about employment conditions and adjustments of problems arising under this agreement. Association will notify Employer in writing of these representatives' designation and authority and any change in either. Parties agree that only one (1) representative will present the grievance.

The parties mutually agree that the time the representative of the Association spends away from his/her job duties shall be devoted to the prompt handling of grievances. The local representative further shall provide advance notification to his/her immediate supervisor before performing Association business.

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. 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 matters posted on it. The signature (or facsimile signature) of a duly authorized Association representative will be affixed to every Association notice posted in this space. Association may also post such other matter as Employer may expressly and specifically approve; and Association will attach to any such matter appropriate identification of the person posting it.

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 employee, will 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 Classification: General

An employee will be classified as either (a) regular, (b) part-time, or (c) per diem.

3.03 Classification: Regular Employee

For purposes of this agreement, a regular employee is a permanent employee covered by this agreement who is employed on a regular (year-round) basis to work a full workweek. A regular employee will receive full fringe benefits.

3.04 Classification: Part-time Employee

For the purposes of this agreement, a part-time employee is a permanent employee covered by this agreement who is employed on a regular (year-round) basis to work less than a full pay period, but at least one-half (1/2) a full pay period. A part-time employee will receive "proportionate benefits" as defined in Article 14.01 (k) Definitions "proportionate benefit" excluding Article 7.02 Health/Dental Insurance, Article 7.03 Professional Liability Insurance, Article 8.02 Tuition Refund: Entitlement and Amount and Article 8.04 Uniform Allowance.

3.05 Classification: Per Diem Employee

For purposes of this agreement, a per diem employee is an employee covered by this agreement other than a regular or part-time employee. Except as stated elsewhere in this agreement, a per diem employee will receive no fringe benefits other than those mandated by law.

3.06 Probationary Period

Probationary period for competitive and non-competitive class employees shall be pursuant to New York Civil Service Law and Cortland County Civil Service Rules.

The minimum probationary period for non-competitive class employees will be until the employee has actually been employed and worked eight (8) weeks. The maximum probationary period is twenty-six (26) weeks (upon adoption of the new Rules for Administration of Civil Service in Cortland County, the maximum probationary period will change to fifty-two (52) weeks); however, once the employee has worked four (4) months (upon adoption of the new Rules, this will change to eight (8) months) his/her probationary period may only be extended by the additional two (2) months (this will change to four (4) months upon adoption of the new Rules) by mutual agreement by the Association and the Employer.

During the minimum probationary period (the first eight (8) weeks of employment) for both competitive and non-competitive class employees, discharge and discipline must be in accordance with Section 75 of the Civil Service Law. During the remainder of the employee's probation, he/she will be subject to demotion, suspension, other discipline or discharge at the Employer's sole discretion, but will otherwise be covered by this agreement.

Employees may bid for reassignment (as defined in Article 14.01) while in their probationary period only if their probationary period ends prior to the date the new position is to be filled. Employees may bid on an open competitive position at any time during their employment.

3.07 Post-Probationary Period

Except as stated in Article 3.06 Probationary Period, a competitive or non-competitive class employee will be demoted, suspended, otherwise disciplined or discharged only for just cause, and Employer will promptly notify Association in writing of each such action and the reason for it.

The provisions of Article 13 Grievance Adjustment shall be the sole and exclusive procedure for the review of disciplinary action against any member of the bargaining unit, and it shall be deemed that each member of this bargaining unit has waived any and all rights that (s)he may have pursuant to disciplinary proceedings under Sections 75, 76 & 77 of New York State Civil Service Law.

3.08 Reassignment/Transfer of Position

Employees who are reassigned in accordance with Cortland County Civil Service Rule I from one position to another within or under the jurisdiction of the Cortland County Health Department may have their previous position held, as staffing permits, for a mutually agreed upon time, determined at the original date of reassignment and agreed to in writing.

During the time the employee's previous position is being held, the employee may return to his/her previous position if not satisfied with his/her new position. During the time the employee's previous position is being held, if the Employer determines the employee can not satisfactorily perform the duties of the new position the Employer will notify the NYSNA general representative in writing and the employee will be allowed to return to his/her previous position.

A transfer means the change, without further examination, of a permanent employee from a position under the jurisdiction of one appointing authority to a similar position under the jurisdiction of another appointing authority. Probation and the incumbent's rights to the permanent position will be in accordance with Cortland County Civil Service Rule XIV for interdepartmental transfers.

3.09 Seniority: Definition and Types

There will be three (3) types of seniority: (1) County Seniority, (2) Date of hire, and (3) Bargaining Unit Seniority. County Seniority means length of continuous employment by the Employer. Date of hire will be the first date of continuous employment in a position covered by this agreement. Bargaining Unit Seniority will be based on employment in a position covered by this agreement. There will be two (2) basic types of bargaining unit seniority: Type (a) regular/part-time for a regular or part-time employee listed as paid hours and Type (b) per diem, for a per diem employee listed as date of hire. A per diem employee who previously held a regular or part-time position will have both of above types of bargaining unit seniority listed.

3.10 Seniority: Acquisition/Accrual/Retention

An employee will acquire seniority after completing the probationary period, and such seniority will then date from the beginning of employment. An employee whose employment has not been terminated by resignation or discharge or for cause as stated in Article 3.07 Post-Probationary Period will accrue seniority continuously, however, an employee on leave of absence will retain but not accrue seniority while on unpaid leave of absence equal to or in excess of the employee's normal workday.

County Seniority will be based on the first date of employment by the County excluding employees working less than half-time in another bargaining unit and per diem employees covered by this agreement.

Date of hire will be the first date of continuous employment in a position covered by this agreement.

Bargaining unit seniority for a regular or part-time employee will be based on paid hours, exclusive of overtime (premium rate) and on call hours, up to a maximum of 1950 hours per calendar year. The Bargaining unit seniority for a per diem employee will be his/her date of hire in a position covered by the bargaining unit. A per diem employee will not accrue seniority towards regular/part-time seniority while in per diem status, however, he/she will retain regular/part-time seniority previously earned.

For employees with the same seniority, seniority order will be based on the first initial of their first name, 'A' being most senior in alphabetical order.

3.11 Seniority: Loss

An employee will lose seniority by resignation or discharge or for any reason stated in Article 3.07 Post-Probationary Period.

3.12 Seniority: Application

To the extent permitted by law, bargaining unit seniority will apply to: (a) layoff and recall, (b) vacation time selection, (c) compensatory time off scheduling, and (d) promotion/transfer, subject to meeting the minimum Civil Service qualifications, exam if applicable, and demonstrated knowledge and ability in the duties and responsibilities in the applied for position as defined in Article 3.14. Employees covered by Type (a) bargaining unit seniority as defined in Article 3.09 Seniority: Definition and Types will be considered before employees with Type (b) seniority. In vacation time selection, seniority will be subject to Employer's operating requirements.

Date of Hire Seniority into the bargaining unit will apply to regular compensation rates.

County Seniority will apply to: (a) vacation amount and (b) longevity.

3.13 Seniority: Lists

Employer will (a) on execution of this Agreement and (b) every six (6) months thereafter, and (c) on subsequent request by Association, post and furnish to Association and local chairperson, in a timely manner, 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 leave of absence or vacation, or otherwise unable to so protest it, may do so within thirty (30) days after the employee returns from such leave or vacation or such disability is removed. Clerical errors may be corrected by the Employer and such action or error will not act as granting rights to an employee that the employee would not otherwise have by actual employment record.

3.14 Seniority: Bidding and Posting

A. For the purposes of this Article, a vacancy shall be defined as a newly created and/or permanent, regular position in the competitive, non-

competitive class approved for hiring on a permanent basis. It is an employee's responsibility to apply for a vacancy by completing an application and/or application for reassignment.

B. Vacancies in the competitive class shall be filled pursuant to Civil Service Laws and Rules. Notice of each competitive job vacancy for which no mandated eligible list exists will be posted on the Association and Personnel bulletin boards for a period of not less than five (5) working days. Approved applications will be rated and candidates receiving a passing score will be added to the appropriate eligible list. A certification of eligibles will be forwarded to the Public Health Director for consideration.

Applications for reassignment from current employees received before the close of business on the fifth (5^{th}) working day will be given first consideration.

The Public Health Director may select from either the list of eligibles or the applications for reassignment.

C. Vacancies in the non-competitive class will be posted on the Association and Personnel bulletin boards for a period not less than five (5) working days. Applications for reassignment will be forwarded to the Public Health Director. Applications for reassignment from current employees received before the close of business on the fifth (5^{th}) working day will be given first consideration.

Eligibility for appointment shall be determined by an applicant's meeting the minimum qualifications for the job, which shall include his/her aptitude and knowledge. Where ability and qualifications to perform the required work, among employees, is relatively equal, seniority will be the determining factor.

In the event the vacancy in the non-competitive class is not filled by a current employee through reassignment, the vacancy will be posted in Personnel and continue to be posted until the position is filled.

3.15 Personnel Records

The official personnel file of an employee shall be maintained in the Office of Personnel/Civil Service.

The employee shall have the right, upon reasonable notice, to review his/her personnel file and to respond in writing to anything the employee deems to be adverse and which he/she believes has been unjustly presented.

Any derogatory or disciplinary document placed in an employee's folder must be entered within fifteen (15) working days of Employer becoming aware of the incident in question. An employee shall be notified in writing at the last known address in the Employer's personnel files, postmarked or hand delivered within three (3) working days of any derogatory or disciplinary entry into his/her file and will be shown and provided with a copy of the document and the employee may respond in writing to such entry within five (5) working days of receipt of the document unless circumstances prevent the employee from doing so. The response shall be placed in the employee's personnel file.

After two (2) years, memoranda memorializing oral reprimands, written reprimands, and derogatory statements will be removed from the employee's personnel file along with the employee's response to the memoranda, if any, and destroyed.

3.16 Re-hire

An employee who resigns his/her position and is rehired within one (1) year of that resignation date shall be rehired at the same salary grade level with the same amount of vacation and longevity time credit, shall have accrued sick time reinstated, and if rehired in the same or previously held permanent position title, the probationary period shall be waived if the probationary period was previously completed.

4. WORK TIME

4.01 Normal Workday

For the purpose of determining application of an employee's regular compensation rate, the normal workday for employees hired prior to July 1, 1985 will be seven and one-half (7-1/2) consecutive hours, 8:00 a.m. to 4:00 p.m., excluding any meal period.

The normal workday for new employees hired to fill positions on or after July 1, 1985 will be determined by management at the date of hire. Management will have the right to schedule changes in the normal workday of such new employees in areas that merit experimentation based on community health needs. Each such new employee shall receive upon hire a letter of appointment which shall include the language of this Article. Upon hire these employees shall be expected to read and sign an acknowledgement of this language. The County shall give the employee a copy of the letter of appointment and shall retain the original for its records.

The normal workday for at least six (6) full-time registered professional nurses, one (1) half-time registered professional nurse, five (5) full-time public health nurses, one (1) full-time public health nurse coordinator, one (1) half-time public health nurse coordinator and one (1) full-time supervising public health nurse shall be scheduled according to paragraph one (1) of this Article.

4.02 Normal Workweek

For the purposes of determining application of an employee's regular compensation rate, the employee's normal workweek will be thirty-seven and one-half (37-1/2) hours worked in five (5) workdays (Monday through Friday), and two (2) days off in each workweek.

4.03 Work Obligation: Employee

Each employee will work (a) the hours assigned in the employee's normal workday and workweek and (b) such additional hours as Employer may reasonably request. The workday may, in certain instances, be between the hours of 7 a.m. and 6 p.m. if in the professional judgment of the employee and division head/designee a change in the workday scheduling would more appropriately meet the specific needs of that/those client/clients. Such change is subject to the approval of the Public Health Director/designee.

In the clinic setting, the work day may be between the hours of 7:00 a.m. and 8:00 p.m. to meet the needs of evening clinic.

4.04 Work Schedule

Employer will assign weekend and holiday work equitably. Weekend and holiday work, including on-call, shall be scheduled at least thirty (30) days in advance and shall be for a calendar quarter.

Such schedules shall be maintained unless changed by agreement with the employee concerned.

4.05 Alternate Work Schedule

Employer and Association agree that there will be up to eight (8) full-time Registered Nurse and/or Public Health Nurse positions of seven and one-half (7½) hours in the workday and seventy-five (75) hours in a two (2) week pay period. It is further understood and agreed that there shall be no reduction in the number and/or classification of current allocated bargaining unit positions.

In the event any of these eight (8) agreed upon positions should become vacant at any time, said position(s) may again be filled in the same manner as any other position under the terms of the collective bargaining agreement between the parties. However, no additional such positions may be created without the express written agreement of the New York State Nurses Association.

These eight (8) alternate work schedule positions would not have Monday through Friday as the normal workweek. For the purposes of determining application of an employee's regular compensation rate, the employees will have a normal pay period of seventy-five (75) hours in a two week pay period and four (4) days off in each pay period.

An employee's compensation rate for work exceeding seven and one-half (7 ½) hours in a workday or seventy-five (75) hours in a pay period will be one and one-half (1½) times the employee's regular compensation rate. All other Articles of Article 5.02 Regular Compensation Rate: Overtime Work shall apply.

Article 5.03 Regular Compensation Rate: Saturday, Sunday and Holiday Work shall not apply to the eight (8) positions in relation to Saturday and Sunday work. However, Articles pertaining to holidays will apply.

Nurses, once hired and oriented, will be scheduled so that up to half of the alternate work schedule nurses will usually work from Friday through Monday each week as part of their work schedule for the biweekly pay period. Each nurse in these positions shall have at least every other weekend off unless mutually agreed otherwise. In no event shall nurses be required to work more than eight (8) consecutive days without the mutual agreement between the employee and the Division Head. There will be times when, due to scheduled time off and sick leave, fewer than half of these nurses will be working a Saturday and a Sunday.

Alternate Work Schedule employees shall be hired for the day shift only Monday through Friday and will be hired for the day shift on the weekend worked or the evening shift on the weekend worked and shift rotation on weekends will not be required.

Appropriate supervisory coverage shall be provided from 8:00 a.m. to 4:00 p.m. and security shall be provided at the County Office Building from 8:00 a.m. to 4:00 p.m. on weekends or other times as circumstances warrant and clerical assistance will be provided on Saturday and Sunday mornings.

Alternate work schedule employees shall not be required to perform weekend on-call duties while working an every other weekend schedule.

4.06 Layoff and Recall

The Employer agrees to meet with the Association to discuss pending layoffs. However, this Article shall in no way be interpreted as limiting the Employer's right to unilaterally determine the number and types of positions to be eliminated. The Employer will provide the Association with a list of employees to be laid off and a current seniority list. The purpose of such meetings shall be to discuss individuals to be laid off as the result of a cut back in positions.

Layoff and recall of competitive class employees shall be pursuant to the New York State Civil Service Law Section 80 and Cortland County Civil Service Rule Article XXV.

The following shall apply to layoff and recall of non-competitive class employees:

Layoff will occur in the following order:

1st Per diem employees, excluding Hospice on-call employees, shall be laid off first.

2nd Probationary employees shall be laid off without regard to their individual period of employment.

3rd Permanent employees shall be laid off in ascending order of their bargaining unit seniority.

Recall of employees shall be in accordance with their bargaining unit seniority in the reverse order in which they were laid off.

A layoff may be for any number of days or weeks, or may be indefinite. The Employer will give any employee at least fourteen (14) calendar days' notice of any layoff or pay compensation equivalent to scheduled time lost during such fourteen (14) calendar day period, to the extent the notice is deficient. Notification of layoff or recall shall be sent to the employee by registered mail, return receipt requested, to the employee's last known address in the Employer's personnel file.

Employees will have three (3) workdays from the date of delivery of a recall notice to inform the Employer of his/her intentions to accept the recall or refuse the recall. An employee who chooses to accept the recall, will have at least ten (10) workdays from the date he/she received notice to return to work. If the employee refuses the offer of recall or if he/she does not inform the Employer within three (3) workdays from the date of delivery of the recall notice of his/her intentions, the employee's recall rights and privileges shall terminate.

4.07 Establishing Variation in Normal Workday/Workweek

In the event the Employer or the Association finds the need to establish such variations outside the normal workday and/or normal workweek, to meet the

needs of patients or employees, the Employer and the Association agree to meet and negotiate such variations. Establishment of such a variation will be subject to the mutual agreement of the Association and the Employer.

Nurses who begin their work day in the field are allowed travel time to the first visit if it is farther than travel to work at the County Office Building (COB). If the nurse picks up a County car (usually at the Highway Department), travel time begins at the Highway Department. If the nurse usually travels a shorter period of time between home and the COB than between home and the first visit, the difference in these two (2) times is considered time worked. If the time to travel between home and the COB is equal to or less than travel between home and the first visit, the nurse's day starts at the time of arrival at the first visit.

5. MONETARY BENEFITS: COMPENSATION FOR TIME WORKED

5.01 Regular Compensation Rate

An employee's regular compensation rate, as stated in Appendix A of this Agreement, will apply to the employee's normal workday and workweek. The regular compensation rate for an employee eligible to receive the shift differential provided for in Article 5.06 Shift Differential shall be the employee's rate in Appendix A plus the shift differential.

5.02 Regular Compensation Rate: Overtime Work

An employee's compensation rate for work exceeding seven and one-half (7½) hours on a workday or thirty-seven and one-half (37½) hours in a workweek, as noted in Article 4.02 Normal Workweek, will be one and one-half (1½) times the employee's regular compensation rate. The employee will be given compensatory time off at time and one-half (1½) for hours worked in excess of the employee's normal workday or workweek or paid at time and one-half (1½).

An employee may not accrue more than thirty-seven and one-half (37½) hours of compensatory time at any given time. Any compensatory time earned in one calendar year, and not utilized, will be paid to the employee in the first pay-period of the following calendar year.

In the event of program reassignment, accrued compensatory time will be discussed and mutually agreed upon prior to reassignment.

5.03 Regular Compensation Rate: Saturday, Sunday and Holiday Work

A regular or part-time employee's compensation rate for work on any Saturday, Sunday, or holiday (except Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, and New Year's) will be one and one-half (1½) times the employee's regular compensation rate or be granted compensatory time off at the overtime rate. Nurses assigned to Saturday, Sunday, or holiday duty (except Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, and New Year's) shall be compensated at one and one-half (1½) times the employee's regular compensation rate for actual time worked. The compensation rate for work on Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, and New Year's shall be two (2) times the employee's regular compensation rate.

Assigned on-call weekend and holiday duty, as it relates to scheduled field visits, shall be kept to a minimum.

5.04 Regular Compensation Rate: Limitations

Each type of compensation described shall be considered and computed separately. At no time shall such premium compensation earned by an employee be compounded or pyramided.

5.05 Pay Period

Employer will pay compensation biweekly.

The Employer will grant payroll deductions of premiums for disability insurance as authorized by the individual employee.

5.06 Shift Differential

An employee who is scheduled to work evenings between the hours of 4:00 p.m. and 8:00 p.m. shall be eligible to receive an additional one dollar ($1.00) per hour. This shift differential will be added to the employee's regular compensation rate.

Payment of shift differential shall not be made for overtime work that is contiguous to the employee's regular work shift unless such hours have been so scheduled (e.g., clinics). For example, if an employee's shift ends at 4:00 p.m. and the employee works beyond 4:00 p.m. (unscheduled) on overtime compensation, the shift differential shall not be paid in addition to the overtime compensation.

5.07 Certified Home Health Agency Differential

RNs and PHNs hired to work in the Certified Home Health Agency (CHHA) or who transfer or are reassigned to work in the CHHA and are regularly scheduled to on-call and/or weekend responsibilities shall receive a ten percent (10%) differential for all hours.

6. MONETARY BENEFITS: COMPENSATION FOR TIME NOT WORKED

6.01 Holidays: Designation

Holidays will be designated as Minor Holidays and Major Holidays as follows:

Minor Holidays	2006	2007	2008
Martin Luther King's Day	January 16	January 15	January 21
President's Day	February 21	February 20	February 18
Columbus Day	October 9	October 8	October 13
Veterans' Day	November 11*	November 11*	November 11
Day after Thanksgiving	November 24	November 23	November 28
Christmas Eve	December 22*	December 24*	December 24
Floating Holiday	Employee's Choice	Employee's Choice	Employee's Choice

Major Holidays	2006	2007	2008
New Year's Day	January 2*	January 1	January 1
Memorial Day	May 29	May 28	May 26
Independence Day	July 4	July 4	July 4
Labor Day	September 4	September 3	September 1
Thanksgiving Day	November 23	November 22	November 27
Christmas Day	December 25	December 25	December 25

*when the date falls on a Saturday or Sunday.
** or the closest Monday or Friday when it falls on a Saturday or Sunday except for employees who are scheduled to work on that Saturday or Sunday.

Minor holidays, the office is open with reduced staffing from 8 a.m. to 4 p.m. On major holidays, the office is closed on the County observed date with staffing by employees assigned on call except when the traditional Christmas, New Years, or July 4th falls on a Saturday or Sunday.

If the traditional holiday for New Years, July 4th, and/or Christmas falls on a Saturday or Sunday, the office will be closed on the traditional holiday. The "County observed" dates above will be staffed by those employees who are observing the holiday on the traditional date and employees scheduled as alternate work schedule or on call as discussed in 4.05 Alternate Work Schedules, 8.07 On-Call Certified Home Health Agency (CHHA), and 8.08 Hospice On-Call.

Employees commencing employment between January 1 and June 30 will receive a floating holiday.

6.02 Holidays: Compensation

General:

A regular full-time or part-time employee not scheduled to work on a holiday, per Article 6.01 Holidays: Designation, will receive pay for his/her normal workday, at his/her regular compensation rate. A regular full-time or part-time employee scheduled to work will have the option of receiving pay or holiday time off at his/her regular compensation rate for his/her normal workday.

Holiday time off will be taken within a period of thirty (30) days before and thirty (30) days after the actual holiday (a sixty {60} day period in total), based on scheduling needs. If an employee takes holiday time off prior to the holiday, it will be considered in lieu of payment per the first paragraph of this Article.

Major Holidays:

A regular full-time or part-time employee who works a major holiday, per Article 6.01 Holidays: Designation, will have the option of receiving one of the following in addition to the compensation in the first paragraph of this Article: 1) to receive additional payments at two (2) times his/her regular compensation rate for all hours worked, OR 2) to receive compensatory time accrual hour for hour for all hours worked and additional payment at one (1) times his/her regular compensation rate for all hours worked.

A per diem employee, excluding hospice, will be paid at two (2) times his/her regular rate.

Minor Holidays:
A regular full-time or part-time employee who works a minor holiday on a County observed date, per Article 6.01 Holidays: Designation, will have the option of receiving one of the following in addition to the compensation in the first paragraph of this Article: 1) to receive additional payment at one and one-half (1½) times his/her regular compensation rate for all hours worked, OR 2) to receive pay at regular rate for all hours worked and an additional compensatory time accrual at one-half (1/2) times the hours worked.

A per diem employee, excluding hospice, will be paid at one and one-half (1½) times his/her regular rate.

All Holidays:
An employee who accrues compensatory time working a holiday must take it within ninety (90) days of its occurrence to be scheduled at mutual convenience. In the event that an individual, due to the work schedule, is in danger of losing compensatory time, the hours accrued will be paid at the employee's regular compensation rate.

An employee who is absent without pay on a scheduled workday either the day before or the day after a holiday shall not receive pay for the holiday.

6.03 Holidays: Scheduling

Major and minor holidays will be assigned in a fair and equitable manner within a program/division, e.g., the Certified Home Health Agency, Hospice, Jacobus Center, etc. An employee may volunteer to work more. Approval to have both the day after Thanksgiving and Christmas Eve off will only be given after all nurses within the program/division have been given the opportunity to request one of the two days off.

If a holiday falls in an employee's vacation, the day will be paid to the employee as a holiday rather than a vacation day. Time off for holidays will be scheduled by the Division Head or designee.

Thanksgiving, Christmas, New Year's Scheduling (Excludes Article 8.08 Hospice On Call)
The three (3) consecutive Thanksgiving, Christmas, and New Year's major holidays will be considered to be in the same year. If an employee is scheduled to work one of the above holidays s/he will not be required to work the same holiday the following year unless s/he volunteers. No employee will be required to work more than one of the above holidays in the same year, unless s/he volunteers.

No employee will be required to work both Thanksgiving/the Day after Thanksgiving and the Saturday/Sunday following Thanksgiving unless s/he volunteers. No employee will be required to work both the December 24th holiday (as defined in Article 6:01) and Christmas Day unless s/he volunteers.

6.04 Vacations: Amount

1. Except for those employees who are discharged, terminated in accordance with Civil Service Rule XIX following an absence without leave, or otherwise

terminated for cause, the County shall grant vacations to its employees. Employees covered by this Agreement shall be entitled to accumulate vacation time in accordance with the following schedule. Vacation accruals may be used in one-quarter (1/4) hour increments.

Years of Credit	Days of Vacation Accrued Monthly	Maximum Days Earned Annually
At least		
1 month	.8333	10
2 years	1.0	12
3 years	1.0833	13
4 years	1.1667	14
5 years	1.250	15
6 years	1.3333	16
7 years	1.4167	17
8 years	1.5	18
9 years	1.5833	19
10 years	1.6667	20
15 years	1.75	21
20 years	2.0833	25

For the first January 1 of employment, the employee shall be credited with two years of service credit for vacation. Each January 1 thereafter, the employee shall be credited with an additional year of service.

Employees shall not accrue vacation leave for any period during which they are off the payroll for more than half of the working days per month.

2. Maximum Vacation Accumulation. The maximum vacation time that can be accumulated by each employee at one point in time is 375 hours (for a 7.5 hour per day employee). Once the maximum accumulated vacation balance is on the books, no further vacation accruals shall be credited to the employee until the accumulated balance goes below the maximum, unless the Department Head or his/her designee has refused vacation usage.

3. Vacation Eligibility Requirements. Employees shall accrue vacation beginning the day of hire; however, they shall not be eligible to use vacation accruals or to be paid for vacation accruals under Article 8.06 until after six (6) consecutive months of employment with the County.

4. Request for Vacation. In order to assure orderly performance and continuity of those municipal services provided by the employees and their respective Department, each employee wishing to schedule vacation should request such vacation leave as far in advance as reasonably possible, but preferably at least one (1) week in advance of the requested vacation period.

   Requests for vacation shall be granted upon approval of the Department Head or his/her designee unless it is determined that such absence would adversely affect and interfere with the orderly performance and continuity of municipal service. Vacation requests shall not be arbitrarily or unreasonably denied.

6.05 Vacations: Pay

An employee entitled under Article 6.04 Vacations: Amount will be paid for vacation at the employee's regular compensation rate.

6.06 Vacations: Scheduling

There shall be two (2) vacation selection periods: January 1 - June 30 (period 1), and July 1 - December 31 (period 2). Weeks at the end of either vacation schedule period which overlap both periods shall be considered based on the date of the beginning of the week requested (ex. for 2006, June 26 - July 2 will be included in period 1). For period 1, employees shall make their vacation requests during the month of July, the Employer will review the requests, subject to operating requirements, in the month of August and the schedule for period 1 will be posted September 1. For period 2 employees shall make their vacation requests during the month of January, the Employer will review the requests, subject to operating requirements, in the month of February and the schedule for period 2 will be posted March 1.

Vacation approvals will be according to bargaining unit seniority per the most recent seniority list at the time of approval. Vacation time, once approved, cannot be rescinded because of subsequent time off requests.

Requests for vacation received at times other than those specified above shall be granted pursuant to the employer operating requirements on a first come first serve basis. Should more than one employee request the same vacation time on the same date, and both requests cannot be granted, the employee with the most bargaining unit seniority shall be granted the time off.

An employee who is scheduled for vacation shall not be scheduled for on call during that period.

6.07 Sick Leave: Amount

Each regular employee will be credited with sick leave at the rate of one (1) day per month of active employment to a two hundred (200) day maximum (one thousand five hundred (1,500) hours). Sick time is to be used in connection with illness of employees. At the time of retirement, employees shall use the first one hundred and sixty-five (165) unused sick leave days as extra pension credit in accordance with the rules established by the New York State Employees Retirement System, (41J). Employees may convert up to thirty-five (35) unused sick days in excess of one hundred and sixty-five (165) days on a two for one basis not to exceed $1,750.00 to pay for the employee's portion of retiree health benefits. A part-time employee will be credited with proportionate benefits. An employee on sick leave will be paid at the employee's regular compensation rate. After the third (3rd) consecutive day of illness or disability, Employer may require the employee to furnish proof of illness or disability. An employee may utilize up to five (5) accrued sick days per year for absence due to illness in the household or in the employee's immediate family defined as: (parent, child, spouse, sibling or grandchild).

An employee who actually works a full calendar year (January 1 through December 31) and who does not use any sick leave during the calendar year shall accrue one (1) extra vacation leave day.

An employee will notify Employer as soon as practicable when using sick time.

6.08 Bereavement Leave: Amount

An employee desiring leave for bereavement will apply for it to the Department Head or his/her designee.

1. In the event of the death of any of the following members of an employee's family -- parents, including foster or step-parents, spouse, children, including foster children or stepchildren, siblings, step-siblings, parents-in-law, sons-in-law, daughters-in-law, grandchildren, grandparents or members of the immediate household -- the employee shall be excused from work at his/her request and shall be paid on a daily basis for all days lost up to a maximum of three (3) workdays. In addition, in situations involving late interment, an additional paid day will be granted if the employee was scheduled to work. An employee will be relieved of on-call assignments during leave for bereavement or interment.

2. In the event of the death of an employee's brothers-in-law, sisters-in-law, aunts, or uncles, the employee shall receive one (1) day of paid leave for bereavement.

6.09 Leave for Death in Family: Procedure

An employee desiring leave under Article 6.08 Bereavement Leave: Amount, will apply for it to the Department Head or designee, and the leave will be effective as soon as practicable, not later than the employee's next scheduled workday.

6.10 Personal Leave

1. Each regular employee shall be entitled to thirty (30) hours (for 7.5 hour per day employees) of paid personal leave per calendar year. Personal leave may be used in one-quarter (1/4) hour increments.

2. During the first year of hire, personal time shall be prorated as follows:

Date of Hire	Time Earned (7.5 hour day)
1/01 – 2/14	30 hours
2/15 – 3/31	26.5 hours
4/01 – 5/14	22.5 hours
Date of Hire	**Time Earned (7.5 hour day)**
5/15 – 6/30	18.75 hours
7/01 – 8/14	15 hours
8/15 – 9/30	11.25 hours
10/01 – 11/14	7.5 hours
11/15 – 12/31	3.75 hours

The amount of personal time to which an employee commences and terminates employment within the first year will be calculated by the Personnel Office.

3. Upon permanent separation form County Service, the time allowed for use prior to separation shall be pro-rated as follows:

Date of Hire	Time Earned (7.5 hour day)
1/01 – 2/14	3.75 hours
2/15 – 3/31	7.5 hours

Date of Hire	Time Earned (7.5 hour day)
4/01 – 5/14	11.25 hours
5/15 – 6/30	15 hours
7/01 – 8/14	18.75 hours
8/15 – 9/30	22.5 hours
10/01 – 11/14	26.5 hours
11/15 – 12/31	30 hours

4. Personal leave may be used on the day prior to or following a holiday or vacation provided that the use of personal time has been pre-approved by the Department Head or his/her designee, or in the case of emergency.

5. Personal leave shall not accumulate from year to year. Any unused personal leave remaining on December 31st of each year shall be applied to an employee's accrued sick leave.

6. In the event an employee has used more than the appropriate calculated leave credits at the time of separation from County service, his/her final check shall be reduced by that amount.

6.11 Personal Leave: Procedure

An employee must notify the Department Head or Supervisor before taking time off under Article 6.10 Personal Leave. Such time shall be granted according to staffing needs.

6.12 Military Leave, Jury Duty or Civil Proceeding Testimony

A. Jury Duty

An employee who has been summoned to serve as a trial or grand juror shall provide a copy of such summons to his/her Department Head upon receipt for notification of absence. It shall be shall be the responsibility of the Department Head to forward the summons to the Personnel Office.

An employee shall receive his/her regular hourly rate of pay for times of jury duty service when the employee was scheduled to work.

The employee will notify the court of the fact that he/she is receiving his/her wages for the times of service.

An employee who is dismissed for the day or from service within two (2) hours or more remaining in his/her regular scheduled workday is required to return to work. For jury duty outside the County, an employee who is dismissed for the day or from service within three and one-half (3½) hours or more remaining in his/her regular workday is required to report to work. When an employee is released early from jury duty and the employee does not wish to return to work, leave accruals can be utilized for the remainder of the day with the approval of the Public Health Director/designee.

Employees are entitled to retain mileage and meal allowances paid by the court.

B. Military Leave

The Employer will comply with applicable Federal and State law with respect to Military Leave, including but not limited to the provisions of New York State law providing pay for "ordered Military Duty" (which includes ordered

service in the reserve force) for a period not exceeding a total of thirty (30) days in any one (1) calendar year and not exceeding thirty (30) days for any one (1) continuous period of such absence. Part-time employees will receive proportionate benefits.

C. Civil Proceeding Testimony
In the event a member of this collective bargaining agreement is subpoenaed or called upon to testify in a civil proceeding unrelated to his/her employment with Cortland County, the employee will charge his/her leave accruals (excluding sick leave) for the time away from work, or be absent without pay, at the employee's option.

6.13 Meeting Attendance

Three (3) local Association representatives may attend, without loss of pay, negotiations and legal proceedings which are scheduled during regular working hours to assist them in fulfilling their obligation to members. One (1) representative may attend grievance proceedings which are scheduled during regular working hours.

The Employer will provide a maximum of eight (8) workdays per annum to the Association for its members to attend the Association meetings, provided that the Employer's operations can be maintained in a smooth and efficient manner. Notwithstanding the Employer's operational needs, distribution of the eight (8) workdays per annum will be at the discretion of the bargaining unit.

In the event all eight (8) workdays provided for by the Employer are not utilized at the end of a year where employee(s) have used their benefit time to attend Association meetings, any remaining day(s) of the eight (8) workdays provided by the Employer, shall be credited to such employee(s) benefit time he/she utilized for such purpose.

6.14 Rest Periods

Clinic employees covered by this agreement shall be scheduled for a fifteen (15) minute rest period in both the morning and afternoon. All other employees covered by this agreement shall be allowed rest periods either as heretofore or as covered by the now current policy.

6.15 Leave Donation/Emergency Pool

A. The purpose of this Section is to enable County employees to donate paid benefit time to other employees who are confronted with a personal or family emergency.

B. An employee may donate accrued vacation, compensatory, floating holiday, personal, or sick leave hours to an Employee Emergency Pool by completing and signing a "Donation to the Emergency Pool" form available in the Personnel/Civil Service Office.

C. The Personnel/Civil Service Office shall keep track of the total hours available in the pool.

D. The Committee to administer the pool shall be composed of:
- One person appointed by CSEA
- Personnel/Civil Service Officer
- One person appointed by New York State Nurses Association

- One person appointed by the Sheriff
- Paralegal to the County Attorney
- One Department Head
- One Legislator appointed by the Chairman of the Legislature.

E. The Committee shall develop rules for the administration of the pool and may modify said rules as needed by a majority vote of the Committee.

F. In conformance with the rules, the Personnel Officer is authorized to permit the use of hours in the pool by any current County employee who qualifies and makes a request for such hours based on a personal or family emergency. All decisions by the Personnel Officer shall be final and binding and will not be grievable or arbitrable.

G. Employees covered by this Agreement who are less than full-time shall receive a pro-rated value of the full-time equivalent of the scheduled full-time hours.

7. MONETARY BENEFITS: INSURANCE

7.01 Statutory Insurance

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

7.02 Health/Dental/Vision Insurance

The Employer shall provide a Health Insurance Plan equal to or better than the current Health Insurance Plan provided by the Employer.

Contribution rates shall be as follows for both full-time and part-time employees (regardless of single or family coverage):

	County	Employee
Hired prior to 3/15/90	90%	10%
Hired 3/16/90-12/31/93	80%	20%
Hired on or after 1/1/94	70%	30%

Effective June 1, 2006, employees hired prior to March 15, 1990, the County shall pay 85% of the monthly premium per employee per month.

Effective January 1, 2007, employees hired prior to March 15, 1990, the County shall pay 80% of the monthly premium per employee per month.

Employees hired between March 16, 1990 and December 31, 1993, the County shall pay 80% of the premium per month per employee.

Effective June 1, 2006, employees hired on or after January 1, 1994, the County shall pay 75% of the monthly premium per month.

Effective January 1, 2007, employees hired on or after January 1, 1994, the County shall pay 80% the monthly premium per month.

Effective January 1, 2005 the co-pay rate for prescriptions filled with generic drugs will be $10.00 per prescription. The co-pay rate for prescriptions filled with name brand drugs will be $20.00 per prescription.

Effective July 1, 2006, the County Health Insurance Plan shall include a three (3) tier formulary plan for prescription drugs. Each employee who participates will contribute a $5.00 co-pay for generic prescriptions, a $10.00 co-pay for brand-name prescriptions, and a $25.00 co-pay for non-formulary prescriptions.

Employees shall be required to fill all prescriptions with the generic brand when available. Should the employee voluntarily elect not to fill with the generic brand, the employee will be responsible for the cost between the generic and the drug selected (name brand or non-formulary), plus the co-pay for the name brand or non-formulary. In the event that the employee cannot take a generic drug due to a medical reason determined by the prescribing medical provider, the employee will not be required to pay the difference between the generic drug and the drug selected. The co-pay will be required for either the name brand or non-formulary.

Employee contributions for the health/dental/vision insurance premiums shall be deducted in equal amounts from each bi-weekly paycheck. Coverage for new employees hired prior to the 16th of the month shall become effective on the first of the following month. Coverage for new employees hired on or after the 16th of the month shall become effective on the first day of the second month following employment (e.g. date of hire May 17 would result in coverage July 1).

Enrollment in the health/dental/vision insurance plans shall take effect as described above or during the open enrollment period at six (6) month intervals.

Retirees will continue to be eligible to participate in the County's Health Insurance program in retirement as delineated herein.

Health Insurance Coverage Upon Retirement:

Employees shall be eligible to continue health insurance upon retirement provided they have met the requirements in Sections A, B, C, D and E below.

A. Employees must complete a minimum of ten (10) years of service; employees hired after June 1, 2006 will require ten (10) consecutive years with Cortland County. This ten years of consecutive service may include work as full time, part time, and/or per diem; however, at least five (5) years must be as a full time or part time employee and the employee must be in a full time or part time status at the time of retirement;
B. Are employed by Cortland County at the time of retirement;
C. Are enrolled in the health plan at the time of retirement;
D. Provide the employer with proof of retirement and otherwise meet the definition of retirement as specified by the NYS Retirement system; and
E. Be at least 55 years old.

The payment for monthly premium shall be as follows:

	County	Employee
• Hired prior to 3/15/90	90%	10%
• Hired 3/16/90 - 12/31/93	80%	20%
• Hired on or after 1/1/94 and retire before 1/1/07	75%	25%
• Hired on or after 1/1/94 and retire after 1/1/07	80%	20%

For employees hired on or after June 1, 2006:

	Employee Share	County Share
10 years of service but less than 15 years	50%	50%
15 years of service but less than 20 years	35%	65%
20 years of service or more	20%	80%

All employees shall be eligible to join the County's Dental and Vision Insurance Plans. The coverage shall be for the employee and/or family and will be provided as follows:

- The cost of single coverage shall be shared equally by the Employer and the employee.
- The additional cost for family coverage shall be borne by the employee.

Bargaining unit members residing in Cortland County who qualify for home health care services provided by the County Certified Home Health Agency, will be provided those services at no cost to the employee if the employee is enrolled in the County Health Insurance Plan and if the service is not covered by that insurance. Employees who have been employed continuously under this bargaining unit since prior to March 15, 1990, and who lived out of the County continuously since prior to March 15, 1990, are also eligible for this benefit.

7.03 Professional Liability Insurance

1. Employer will continue to provide for each regular employee, each permanent part-time employee, and each per diem employee, Professional Liability Insurance equal to or greater than the Professional Liability Insurance provided by the Employer at the time of the signing of this contract. The Employer shall be responsible for paying one-hundred percent (100%) of the cost but no more than one hundred twenty-five dollars ($125.00) premium per annum for employees other than Nurse Practitioners for the period the employee is employed by Cortland County. The Employer shall be responsible for one-hundred percent (100%) of the cost, but no more than five-hundred dollars ($500.00) per annum for Nurse Practitioners for the period the employee is employed by Cortland County. Any amount paid by the Employer in excess of the amounts established in this paragraph will be reimbursed to the Employer through payroll deduction.

2. An employee who is permanently separated from County employment for any reason other than death, shall sign a letter to the insurance company requesting a refund be issued to the County for Professional Liability Insurance for the number of months remaining in the insurance policy year at the time of separation. If the employee prefers to maintain said policy after separation from County employment, reimbursement for the number of

months remaining in the insurance year shall be deducted from the employee's final paycheck. If the final paycheck is not sufficient to cover the amount owed, the employee shall be responsible for paying the balance owed to the County.

7.04 Retirement

The County shall participate in the New York State Employees Retirement System with all the rights and benefits presently provided by the Career Retirement Plan under Section 75 (i) of the Retirement and Social Security Law.

In addition to the adoption of the 75 (i) Plan, the County Legislature shall provide the following options:

- Section 41 (j) (application of unused sick leave as additional service credit upon retirement)
- Service 41 (k) (military service credit buy back)
- Section 60 (d) (guaranteed minimum death benefits of up to three (3) times the employee's annual rate of pay depending on length of service of employee at the time of death and the retirement tier).

7.05 New York State Nurses Association Disability Income Protection Plan

The Employer shall provide for payroll deduction for eligible employees who desire, in writing, to purchase the New York State Nurses Association Disability Income Protection Plan.

7.06 Workers' Compensation

The Employer shall provide Workers' Compensation Insurance, in compliance with the New York State Workers' Compensation Law, for an employee who has an illness or injury as a result of employment with Cortland County.

An employee may elect to use sick leave for a work related illness or injury provided s/he indicates his/her intentions in writing, files the required claim form and assigns his/her workers' compensation entitlement to the Employer, whereupon the Employer shall credit the employee's sick leave accruals equal to the settlement amount divided by the employee's hourly rate of pay, at the time of illness or injury, when the Employer is reimbursed.

8. MONETARY BENEFITS: MISCELLANEOUS

8.01 Experience and Education Differential: Entitlement and Amount

On recommendation of the Director of Patient Services, or other applicable division head, and approval from the Cortland County Department of Personnel/Civil Service, overscale appointments may be approved for new employees, regular or part-time, on the basis of prior experience and/or advanced education on the following schedule:

A. Experience Differential
Experience differential for comparable, verifiable experience, six (6) months of which must have been worked within the preceding twenty-four (24) months, may be:

1 year experience	1 step above Step 1
2 years experience	2 steps above Step 1
3 years experience	3 steps above Step 1

B. Educational Differential – for related degrees

Bachelor's	$750 per annum
Master's	$850 per annum
Doctorate	$1,150 per annum

The educational differential would not apply if the position filled requires such education to be eligible for appointment.

8.02 Tuition Refund: Entitlement and Amount

Employer will, after one (1) year of continuous employment, at the end of each semester, reimburse a regular employee in accordance with the following guidelines:

Employees will receive reimbursement for actual costs of fees, books and one hundred percent (100%) of the SUNY rate for tuition, unless the actual tuition is less.

Courses must be completed with a "C" grade or better for the employee to receive reimbursement.

Up to two (2) courses of advanced study in nursing or a related field, creditable toward a nursing degree from an accredited educational institution, for a total of seven (7) credit hours per semester may be allowed.

For the Spring and Fall semesters, a maximum of one (1) course of three (3) or four (4) credit hours equaling up to six (6) hours of class time per week may be taken during working hours. If the course is offered during non-working hours, the employee shall not request time off during working hours to attend the course. If more than six (6) hours of class time per week are required by the course, employees may flex their hours to permit school attendance. Employees may also flex their hours to permit school attendance for additional course work, staffing needs permitting, and/or for travel time.

During the Summer sessions, courses shall not be taken during working hours, except for exceptional circumstances where special arrangements can be made at the discretion of the Public Health Director.

Part-time employees shall be allowed a maximum of three (3) credit hours which shall be taken during non-working hours.

Employee will obtain prior approval from the Department Head.

Employer will reimburse certain job related examination fees with the understanding that a maximum of four (4) such challenge fees per employee would be approved in one (1) calendar year upon satisfactory completion of such exams.

Employer will reimburse job related examination fees where such examination(s) are required.

In the event that a specific course is required by either the County of Cortland or the State of New York as a condition of employment, the Employer shall arrange for such courses to be offered at no cost to the employee. It is expressly understood that in the event the State shall require unit members to undertake continuing education units in order to be eligible for licensure as a Registered Professional Nurse, the Employer shall have no obligation to provide such courses.

An employee who resigns from County employment within six (6) months of the completion of a semester, excluding for reasons of disability or death, and has received tuition reimbursement shall be required to refund the Employer according to the following schedule:

# of Months Since Course Completion	% Refund Due to the County
0 - 3	50
4 - 6	30

In the event an employee fails to make such refund by the resignation date, the employee shall forfeit payment of accrued vacation and other benefit time, not to exceed monies owed.

8.03 Transportation Allowance

Employer will reimburse an employee at the then current Internal Revenue Service (IRS) business deduction rate when an employee uses his/her own transportation in discharging his/her functions and responsibilities. This reimbursement will not be determined compensation for any purpose.

8.04 Uniform Allowance

Employees who are required to wear a lab coat shall be reimbursed for the purchase of three (3) lab coats in their first year of employment and two (2) lab coats in subsequent years, up to a maximum of two hundred dollars ($200) in any given year.

Other regular or part-time employees who are required to wear a uniform will receive a uniform allowance of two hundred dollars ($200) per year with eighty dollars ($80) to be paid on or before the first (1st) day of March with the remainder being paid on or before the first (1st) day of September.

Newly hired employees eligible for a uniform allowance shall receive a prorated amount for his/her first payment according to the following schedule:

Hire Date	Amount
March - May	$80.00
June	60.00
July	40.00
August	20.00
September - November	120.00
December	90.00
January	60.00
February	30.00

8.05 Closing of the Worksite(s)

The following contingency plan is for all employees of the bargaining unit:

A. Employer Obligations
In the event the Chairperson of the Legislature closes the worksite(s), employees who are scheduled to work shall suffer no loss of time, wages, or other benefits. Employees who work after the closing will be compensated in pay or time off at their regular compensation rate for actual hours worked in addition to receiving their regular day's pay per the previous sentence.

If during employees' hours of work, it is determined by the County Administrator or designee that travel should be restricted, the employees in the field will be notified by the Department to report back to the main office or be sent home. Such employees shall suffer no loss in time or pay.

If worksite(s) is/are not officially closed but employees do not report to work, they may charge the time off to compensatory time, personal, or vacation leave.

B. Employee Obligations
If an employee is unable to report to work or continue to work, said employee shall report to the Department the names and treatment plans of those patients who must be seen.

When the worksite(s) is/are closed, the Employer will assign only the necessary number of nurses to carry out required duties. Volunteers will be sought before assignments are made. The County will provide for said volunteer(s)/assignee(s) safe and adequate transportation.

8.06 Terminal Benefits

Employer, except in cases of discharge based on cause, will give an employee ten (10) workdays' notice of termination or compensation to the extent such notice is deficient. For purposes of computing monies due, vacation time will be considered under terminal benefits and will be paid pro rata to the date of termination (in accordance with Article 6.04 #3). In the event that an employee should die while employee is on leave of absence, any wages, accumulated vacation days will be paid to his/her heirs.

An employee will give Employer at least ten (10) working days' written notice of resignation or retirement to the Public Health Director and to the Personnel Officer, and the employee must work ten (10) working days following the day written notification is given, unless the employee has a death in his/her immediate family (as defined by Article 6.08), or is required to be absent from work for any other unforeseen reason that, at the discretion of the Personnel Officer, constitutes a valid reason for absence. (For this clause only, if a paid holiday falls within the ten (10) day notice period, it shall be considered a day worked if all other required days are worked by the employee.) Failure to give notice or to work as required will result in the forfeiture of any and all accrued leave.

At the sole discretion of the Personnel Officer, in consultation with the Public Health Director, the ten (10) day requirement may be waived and the employee paid for accrued but unused vacation time.

8.07 On-Call Certified Home Health Agency (CHHA)

All full-time and part-time Certified Home Health Agency Staff will be included in on-call rotation, excluding per diem staff, Supervising Public Health Nurses and the Public Health Nurse Coordinator.

The County shall provide an orientation to on-call for all nurses prior to the nurse being so assigned, including but not limited to accompanying another nurse experienced in on-call responsibilities during an on-call cycle.

The County shall have a plan in place to meet the following needs of an on-call nurse.

1. A system to supply complete patient information to the nurse on-call;
2. Guidelines for staff relevant to handling calls and determining the need for a home visit; and
3. Security precautions to ensure all reasonable areas of concern are addressed.

One Registered Nurse or Public Health Nurse shall be assigned on call according to the following cycles, on a rotating basis. On call schedules shall be for a calendar quarter and shall be posted 30 days prior to the start of such schedule.

Nurses may trade or give away the on-call assignments.

There will be two (2) cycles of on-call responsibility within a week, except for Thanksgiving, Christmas, New Years, and Independence Day weeks.

On-Call Cycles will be as follows:

On call cycle	Hours on call
Weekdays: Monday -Thursday	Monday 6:00 pm – Friday 8:00 am
Weekends: Friday - Monday	Friday 6:00 pm – Monday 8:00 am
Minor Holidays	
• Weekdays: Monday-Thursday	As above weekday cycle, except begins at 4:00 pm on the holiday, all other days of the cycle at 6:00 pm
• Weekends: Friday - Monday	As above weekend cycle, except begins at 4:00 pm on the holiday
• Day after Thanksgiving	Same as weekend cycle above except starts at 4:00 pm Friday
• Christmas Eve 1. If Monday – Thursday	Same as above weekday cycle, except starts at 4:00 pm Christmas Eve till 8:00 am Christmas Day
2. If Friday	8:00 am Friday to 8:00 am Saturday
3. If Saturday or Sunday	Begins at 4:00 pm Friday until 8:00 am Christmas Day
Major Holidays	
• Memorial Day/Labor Day	Friday 6:00 pm – Tuesday 8:00 am
• Thanksgiving	Wednesday 6:00 pm – 8:00 am Friday
• Christmas Day 1. If Monday - Thursday	8:00 am Christmas Day – 8:00 am the following day
2. If Friday	8:00 am Friday – 8:00 am Monday
3. If Saturday	8:00 am Saturday – 8:00 am Monday
4. If Sunday	8:00 am Sunday – 8:00 am Tuesday
• New Years Day/Independence Day 1. If Tuesday - Thursday	4:00 pm evening before the holiday – 8:00 am the following day
2. If Friday or Saturday	4:00 pm Thursday – 8:00 am Monday
3. If Sunday or Monday	4:00 pm Friday – 8:00 am Tuesday

An employee will not be scheduled on-call both Christmas Eve and Christmas Day or both Thanksgiving Day and the weekend after Thanksgiving unless the employee volunteers.

Should staff be required to participate as the nurse on-call more frequently than ten (10) times per calendar year, the Employer will seek volunteers first. It is understood that staff are not willing to cover indefinitely due to vacancies that may occur within the department.

Emergency on-call shifts:

In the event of an emergency which prevents the weekend, holiday or on-call nurse from serving the scheduled time period, the Employer will first seek volunteers. The volunteer may volunteer one day of the scheduled weekend, holiday or the full weekend, holiday or on-call which caused the emergency, if needed.

If there is no volunteer to cover the emergency, the County shall assign the emergency weekend, holiday or on-call assignment as follows.

- There shall be a Nurse Assignment List (NAL).
- There shall be one (1) comprehensive list inclusive of all the registered nurses and public health nurses working in the CHHA (as above).
- The initial list shall be created in order of inverse seniority.
- Any nurse who volunteers to work emergency weekend, holiday or on-call, will be given credit for doing this as if he/she had been assigned and his/her name will be moved to the bottom of the list and will not be assigned such work again until everyone else has worked an emergency weekend, holiday or on-call assignment (voluntary or assigned).
- All assignments carry the same weight.
- If there are no volunteers, the Employer will assign these duties to the nurse at the top of the NAL. New employees' names will be placed at the top of the list, upon completion of the probationary period.
- In determining who shall be assigned if there are no volunteers, it must be taken into account that a nurse already scheduled to do either on-call or weekend/holiday work cannot be considered for any further assignment.
- When a nurse has volunteered or the nurse at the top of the list has been assigned, his/her name will be moved to the bottom of the list.
- The Director of Patient Services will update the Nurse Assignment List and post it on the schedule board.

Supervising Public Health Nurses and Home Care Manager may be assigned in a supervisory capacity in a fair and equitable manner if conditions are warranted. They will share equally in Supervisory On-Call from 8:00 a.m. to 4:00 p.m. Saturdays and Sundays for the staff scheduled to work their regular workdays on weekends. Additionally, on-call nurses who have concerns about the appropriateness of a referral they have received may contact the supervisory on-call person during these hours.

The rate of on-call pay for supervisory on-call will be three dollars ($3.00) per hour.

On-call pay:

On-call pay will be three dollars ($3.00) per hour, except that on-call coverage for the Home Health Aide will be reimbursed at five dollars ($5.00) per hour. The on-call rate will be paid for all hours not being paid at the overtime rate.

Home care visits made during the on-call hours will be reimbursed at one and one-half (1½) times the employee's regular compensation rate for visits made before midnight except on major holidays (per Article 6.01 Holidays: Designation), in which cases all hours will be at double (2x) the employee's regular compensation rate. Visit time will include travel time, portal to portal, and charting.

For home care visits made from midnight through 8:00 a.m., the employees will be reimbursed at double (2x) their regular compensation rate.

There will be a guaranteed minimum of two (2) hours' pay per shift for visits during the on-call hours. (Shifts will be: Monday through Friday/Minor Holidays 6:00 p.m./4:00 p.m. to 8:00 a.m. Saturday, Sunday/Major Holidays 8:00 a.m. to 8:00 a.m.).

If it is demonstrated that patient telephone calls are excessive, the Employer will be willing to reopen this agreement to pursue reimbursement of the employee's time spent on the telephone. "Excessive" means: (1) there are more than four (4) calls per shift, and/or (2) the time fielding patient calls involves an hour or more. If this should occur at a minimum of one (1) time per rotation, then the requirement of "excessive" will have been met.

8.08 Hospice On-Call

1. Employees of the Hospice On-Call Program will be scheduled by shifts as follows, unless otherwise mutually agreed to between the employee and the County in specific cases:

   Shift #1 - Sixty-four (64) hours
   Monday 4:00 p.m. - Tuesday 8:00 a.m.
   Tuesday 4:00 p.m. - Wednesday 8:00 a.m.
   Wednesday 4:00 p.m. - Thursday 8:00 a.m.
   Thursday 4:00 p.m. - Friday 8:00 a.m.

   Shift #2 - Sixty-four (64) hours
   Friday 4:00 p.m. - Monday 8:00 a.m.

   If a holiday occurs on a Monday, on-call duties will begin at 8:00 a.m. on the holiday and end at 8:00 a.m. the day following the holiday. For the other holidays, on-call duties will begin at 4:00 p.m. on the eve of the holiday and end at 8:00 a.m. the day following the holiday.

2. All Hospice On-Call employees, including CHHA or Hospice nurses opting to participate in Hospice On-Call, shall be compensated as follows: The on-call pay for each shift is one hundred ninety-two dollars ($192), or three dollars ($3.00) per hour pro-rated.

   If the shift involves one (1) of the minor holidays cited in Article 6.01 Holidays: Designation there will be an additional payment of three dollars ($3.00) per hour for each eight (8) hour minor holiday. For example; the pay for such an on-call shift shall be one hundred ninety-two dollars ($192), or three dollars ($3.00) per hour prorated, plus forty-eight dollars ($48.00) or

six dollars ($6.00) per hour for the minor holiday, for a total of two hundred forty dollars ($240), if the nurse is on-call for the full seventy-two (72) hour period.

In the event the on-call shift includes a major holiday as cited in Article 6.01 Holidays: Designation, there will be an additional payment of three dollars ($3.00) per hour for twenty-four (24) hours of the major holiday. For example; the pay for a shift including one of these major holidays shall be one hundred ninety-two dollars ($192), or three dollars ($3.00) per hour prorated, plus three dollars ($3.00) per hour additional or six dollars ($6.00) per hour for all hours worked on the major holiday, for a total of two hundred eighty-eight dollars ($288), if the nurse is on-call for the full seventy-two (72) hour period.

The scheduling of holidays in Article 6.03 Holidays: Scheduling shall prevail.

Hourly Compensation Rates for Client Visits – effective June 1, 2006
In addition to the on-call rate, there will be hourly reimbursement for client visits. The rate will be paid portal to portal including time to do any charting or telephoning required plus transportation allowance under Article 8.03 Transportation Allowance of the current agreement between the parties.

The hourly rate for new employees on orientation will be in accordance with Appendix A. There will be no beeper responsibilities during the orientation period. Nurses newly hired to the Health Department for Hospice On-Call will receive up to four (4) days of classroom work and up to three (3) days of field work under direct observation. Orientation may be extended for a specific period of time by mutual agreement between the New York State Nurses Association and Cortland County. Any CHHA nurses who opt to participate in the Hospice on-call will receive an updated orientation up to a maximum of one (1) day as needed. Any CHHA nurses shall receive their regular compensation rate under the contract for any and all time spent being oriented to the Hospice On-Call. Upon completion of orientation by new employees, the hourly rates for client visits made by Hospice On-Call per diem nurses will be in accordance with Appendix A.

Scheduled or unscheduled visits on any holiday designated as a minor holiday in Article 6.01 Holidays: Designation will be paid in accordance with Appendix A, for per diems hired after June 1, 2006. Current Hospice on-call per diem nurses will be paid a minimum of $25.00 per hour, until his/her hourly rate exceeds $25.00.

Scheduled or unscheduled visits on any holiday designated as a major, traditional holiday in Article 6.01 Holidays: Designation shall be paid time and one-half.

3. CHHA or Hospice nurses who opt to work Hospice On-Call shifts will be paid their regular compensation rate and premium compensation rate in accordance with the current collective bargaining agreement between the parties. They shall also be eligible for Article 8.03 Transportation Allowance according to the current collective bargaining agreement.

4. It is understood that the Hospice On-Call system is separate and distinct from the CHHA on-call system. Hospice and CHHA nurses are not required,

but may request, to cross-train to participate in the other division's on-call system.

5. Regular hospice nurses will be available in emergency situations to back-up call to a maximum of twelve (12) days per calendar year. Regular hospice nurses may opt to cover additional hours if they wish to do so, and may continue to act as consultant for hospice on-call nurses if they are available.

6. All employees new to on-call will be oriented to hospice policy, which will include:

   a.) Adequate orientation;
   b.) An appropriate system to supply complete client information to on-call nurse;
   c.) Guidelines for staff relevant to handling calls and determining the need for a home visit;
   d.) Consultant backup; and
   e.) Security precautions to insure that all reasonable safety and security concerns are addressed.

9. UNPAID TIME OFF

9.01 Meal Period

An employee will have a one-half (1/2) hour meal period at a reasonable time each day as Employer may assign.

9.02 Leave of Absence: Entitlement, Amount and Procedure

Unless otherwise required by Family and Medical Leave Act (FMLA), a leave of absence will be as follows by Cortland County Civil Service Rule XIX:

Whenever possible, such request must be made at least four (4) weeks in advance of the requested time off.

The first thirty (30) calendar days of unpaid leave of absence may be granted at the discretion of the Public Health Director.

A leave of absence without pay in excess of thirty (30) days may be granted under Cortland County Civil Service Rule XIX when approved by the Public Health Director, the Personnel Officer and the County Administrator. Such leave shall not be for a period in excess of one (1) year.

In an exceptional case, the Personnel Officer may, for good cause shown, waive the provisions of this rule to permit an extension of the leave of absence for an additional one (1) year period. In no case may such leave of absence exceed in aggregate two (2) years from the date of commencement of the leave.

Veteran's Education Leave

A leave of absence without pay, not to exceed four (4) years, shall be granted by an appointing officer to an employee who is a veteran of the Armed Forces of the United States, providing such a leave of absence is for the purpose of taking courses under the educational benefits provided for in Title 38, United States Code or under a New York State Board of Regents War Service Scholarship, Education Law, Section 614. An employee taking such a leave

shall be reinstated to his/her position, provided he/she makes application for such reinstatement within sixty (60) days after the termination of his/her courses of study.

Other

An employee on an unpaid leave of absence shall accumulate benefit time for time off the payroll which is less than half of the working days per month. Credits towards retirement, jury duty, or military leave are available to employees only when on paid time.

An employee on an unpaid leave of absence will continue to receive health/dental/vision insurance benefits as prescribed in Article 7.02 for a period not to exceed three (3) months. At the end of three (3) months, the employee shall be eligible for such benefits in accordance with the law (COBRA).

An employee on a leave of absence without pay who has filed for disability retirement with the New York State Retirement System may continue to receive health insurance benefits prescribed by Article 7.02 for a period not exceed six (6) months.

If an employee wishes to return to work prior to the original expiration date of the approved leave, he/she shall contact his/her Department Head to make mutually agreeable arrangements.

Use of an unpaid leave of absence for purposes other than for which it was granted shall be deemed a resignation upon the date such leave commenced.

Continuation or acceptance of other employment while on leave without pay shall be deemed a resignation upon the date such leave commenced. Employees who take an unpaid leave of absence to attend schools or colleges may take part-time, interim, or internship employment without violation of this Article. If possible the County will offer a reduced work schedule to an employee attending a school or college, who has requested such a leave, that meets the employee's educational needs.

An employee granted a leave of absence shall be required to use sick, vacation, personal, compensatory, and floating holiday except as follows: an employee may retain up to five (5) vacation days and four (4) personal leave days per calendar year. Unused personal leave days convert to accrued sick leave pursuant to Article 6.10.

10. HEALTH AND SAFETY

10.01 Employer Obligation

Employer will observe all applicable health and safety laws and regulations, and will take all steps reasonably necessary to assure employee health and safety.

10.02 Employee Obligation

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

10.03 Health Examination

Employer will, at its expense, give each employee a general health examination (including blood work, urinalysis, pap smear, Mantoux test and/or chest x-ray, whichever is medically indicated) when the employee enters Employer's employment and at least annually thereafter. In lieu of the foregoing, an employee may submit a receipt for such an examination from a private physician. Employer will reimburse employee up to seventy-five dollars ($75.00) in this instance. Based on the result and findings thereof, regardless of any other term or condition of this agreement, Employer may refuse to hire or maintain any new or present employee if such results or findings indicate a danger to the health, safety or welfare of the patients of Cortland County. A current employee could face discharge if the employee does not take corrective measures regarding any recommendations of the Personnel Officer after medical consultation.

Employer will assume the cost of Hepatitis B vaccine for blood handling employees at the employees' request. Employer will pay for a Hepatitis B titre to be done two (2) months after completion of the Hepatitis B Series, as per the Centers for Disease Control recommendation.

10.04 Latex Allergy Prevention

The Employer will implement a latex allergy policy which will follow NIOSH recommendations, reduce exposure to latex, train and educate staff regarding latex exposure and allergies, substitute non-latex products when appropriate, and discontinue use of powdered latex gloves.

If an Employee has latex sensitivity or allergy, the Employer shall take any available steps to reduce the individual's exposure to latex, including but not limited to, reassignment of the employee to another work area with reduced exposure to latex.

10.05 Workplace Violence

The Employer will develop and implement a workplace violence prevention policy whereby establishing a system for documenting violent incidents in the workplace.

The Employer shall provide critical training to employees which addresses hazards in the workplace and offers prevention strategies. Such training will not only provide measures to reduce or eliminate such activity but will also lead to increased knowledge and awareness of risks regarding workplace violence situations.

11. BUSINESS OR EMPLOYMENT INTERRUPTION

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

12. STAFF DEVELOPMENT

12.01 Staff Development Committee

The Employer and the Association shall establish a Professional Committee whose responsibility will be to develop and organize a comprehensive staff development program including, but not limited to, professional relationship, orientation and in-service education. The Committee shall consist of two (2) members of the County Legislature appointed by the County Chairperson, two (2) members of the Local Bargaining Unit appointed by the Chairperson, the County Personnel Officer, and two (2) persons appointed by the Director of Public Health. Attendance at said meetings covered under this paragraph shall be considered as time worked. A minimum of four (4) meetings per contract year shall be held with a minimum of two (2) members of the Association and the Director of Patient Services and other applicable division head as appropriate. An additional two (2) meetings per year will be held with the entire Staff Development Committee.

12.02 Notice to Employees

Employer will provide each employee with a copy of this agreement (to be supplied by Association) and any stated personnel policies supplemental hereto and will provide each employee, at the time of appointment, transfer or promotion, with written confirmation of such personnel action and the job description and regular compensation rate of the position to which the employee is appointed, transferred or promoted, and hours of work.

12.03 Labor/Management Committee

Meetings between a representative of Budget and Finance Legislative Committee, Personnel Officer, together with other representatives of Health Department Management, an Association Representative and two (2) nursing employees shall be held monthly by mutual agreement. The function of this Committee shall be to facilitate communication between the parties, to promote a climate conducive to positive employee relations, to recommend resolutions of employee relations problems which may arise in the administration of this Agreement and to discuss other matters of mutual interest. Results of such discussion will be made effective by a Legislative Resolution, an amendment of applicable rules and regulations and/or personnel manuals or by other administrative directive.

12.04 Committee on Nursing Practice

A Committee shall be established entitled "Committee on Nursing Practice" composed of three (3) members chosen by the Association. The Director of Patient Services and/or other applicable division head shall meet with the Committee on Nursing Practice when requested by the Chairperson of the Committee on Nursing Practice. Attendance at such meetings shall be considered as time worked. The Committee on Nursing Practice may make written recommendations to the Employer. The Employer must respond in writing within twenty-one (21) days of the receipt of the recommendations. The Employer's response shall include the reasons thereof.

12.05 Safety Committee

NYSNA shall appoint up to two (2) members to serve on the County's Safety Committee which shall meet as necessary to review and consider issues

relating to safety and health on the job. The committee may also be composed of representatives from other employee organizations. Meetings shall be called by the Chairperson of the Safety Committee.

Minutes shall be kept of all Safety Committee meetings, including any recommendations that the Committee may have made. Copies of the minutes shall be forwarded to the appropriate legislative committee(s) for review and consideration. The appropriate County official(s) shall respond, in writing, to all Safety Committee recommendations within sixty (60) days of receipt of same. A copy of such response shall be sent to each NYSNA representative on the Safety Committee. The contents of the County's response shall not be subject to the grievance procedure.

13. GRIEVANCE ADJUSTMENT

13.01 Purpose

The purpose of this Article is to provide the individual employee with a just, prompt and equitable method for resolving any grievance arising under this Agreement with the Employer.

13.02 Definitions

A. Grievant: A grievant or "aggrieved party" is any employee of the County who is a member of the bargaining unit, who alleges to be harmed by a violation of this Agreement. However, when a complaint involves a matter affecting more than one (1) employee, the grievant may be the New York State Nurses Association.

B. Grievance: A grievance is any alleged violation of the terms and conditions of employment as defined in the Agreement or any past practice, misinterpretation or misapplication of this Agreement which is alleged to have occurred.

C. Director of Patient Services: The Director of Patient Services is the administrator of the Home Health Agency.

D. Department Head: The Public Health Director.

E. County Chairperson: The County Chairperson is the person duly elected as the Chairperson of the Cortland County Legislature.

F. Designee: The designee is the person appointed by the Department Head or County Chairperson to act on his/her behalf in matters pertaining to this Agreement.

G. Association: The Association is the New York State Nurses Association.

H. Representative: A representative is any person duly authorized by the New York State Nurses Association to represent the grievant in procedures hereunder.

I. Day: A day is one (1) full working day in the normal workweek in which the employee worked, was scheduled to have worked or could reasonably have worked.

13.03 Procedure: Level I

Within ten (10) days after occurrence of the alleged grievance, or within ten (10) days within which the grievant knew or should have known of the alleged grievance, the grievant shall discuss the grievance with the Director of Patient Services, or applicable division head, who will render a decision, in writing, within ten (10) days. If the grievance involves a monetary item which would be

noted on an employee's pay check stub, the time for filing the grievance shall be thirty (30) days from the time the alleged grievance occurred or the time the grievant knew or should have known of the alleged grievance.

13.04 Level II

Within ten (10) days of the receipt of the decision at Level I, the grievant may submit his/her grievance, in writing on a form provided by the Association, to the appropriate Department Head. Within ten (10) days of the receipt of the written grievance, the Department Head shall convene a meeting with the aggrieved employee, the grievant's representative, and any other persons deemed appropriate by the Department Head for the purpose of resolving the grievance.

If the grievance is not resolved as a result of this meeting, then not later than five (5) days, the Department Head shall deliver, in writing, his/her decision on the grievance. If the meeting is not convened, the Department Head shall render his/her decision in the matter, in writing, within fifteen (15) days of having received the original written grievance. If the written decision does not result in a satisfactory resolution, the grievance may proceed to Level III.

13.05 Level III

Within five (5) days of receipt of the decision at Level II, the grievant may submit the grievance, in writing, accompanied by copies of prior documentation and correspondence to the County Chairperson. The Chairperson or his/her designee shall convene a meeting within ten (10) days of receipt of the written grievance, with the aggrieved party, the grievant's representative and any other persons deemed appropriate by the Chairperson for the purpose of resolving the grievance. If the grievance is not resolved as a result of this meeting, within ten (10) days, the Chairperson shall deliver, in writing, his/her decision on the grievance. If the meeting is not convened, the Chairperson shall deliver his/her decision in the matter within fifteen (15) days of having received the original written grievance. If the written decision does not result in a satisfactory resolution, the grievance, at the Association's option, may proceed to Level IV.

13.06 Level IV

Within five (5) days of receipt of the decision at Level III, the grievant may submit a demand for arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association. The cost of arbitration shall be borne equally by the Employer and the New York State Nurses Association.

The arbitrator shall place his/her decision in writing, setting forth his/her findings, reasoning, conclusions and award. The arbitrator shall be limited to the issues submitted to him/her and shall be without power to make a decision which is violative of the contract, Federal, State or local laws, rules or regulations, nor shall he/she have the power to alter, add to or detract from this Agreement.

13.07 Level of Resolution

The Association and/or the grievant may initiate the grievance at a higher level if the Employer representative(s) specified in the lower level(s) of the grievance procedure does (do) not have the power or authority to effectively resolve the grievance.

14. MISCELLANY

14.01 Definitions

As stated 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 Cortland;
C. "Association" means the New York State Nurses Association;
D. "employee" means an employee covered by Article 1;
E. "day" means a calendar day except under the Articles of Article 13 of this Agreement;
F. "week" means a calendar week;
G. "month" means a calendar month;
H. "year" means a calendar year;
I. "Department Head" or "appointing authority" is the executive ultimately responsible for the management of the individual County Department or the Department Head's designee;
J. Division Head: A Managerial non bargaining unit position appointed by the Department Head to manage a division of the Health Department.
K. "proportionate benefit", where provided for a permanent part-time employee, means that part of any stated compensation rate or other employee benefit determined by multiplying the applicable benefit for a regular employee with the same job title and same seniority by the hours scheduled to work.
L. Department: An individual County department such as Department of Health, Department of Mental Health, Department of Social Services.
M. Division: A division within a department such as the Division of Nursing, the Division of Jacobus Center for Reproductive Health, the Division of Hospice, and the Division of Children with Special Health Care Needs.
N. CHHA (Certified Home Health Agency): a program within the Division of Nursing traditionally referred to as "home care" which consists of the disease and disability unit and maternal child health unit.
O. Reassignment: the change, without further examination, of a permanent employee from one position to another similar position under the jurisdiction of the same appointing authority.
P. Transfer: the change, without further examination, of a permanent employee from a position under the jurisdiction of one appointing authority to a similar position under the jurisdiction of another appointing authority.

14.02 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, age, disability or activity on behalf of Association.

14.03 Meetings

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

14.04 Meeting Facilities

Employees may meet on Employer premises to consider employment conditions. Employees will notify Public Health Director in advance of use of Employer facilities.

14.05 Agreement Construction

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

14.06 Notices

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 Executive 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.

14.07 Separability

This Agreement and its component provisions are subordinate to any present or future laws and regulations. If any federal or New York State law or regulation, or the final decision of any federal or New York Court or administrative agency, affects any provisions of this Agreement, each such provisions will be deemed amended to the extent necessary to comply with such law, regulation or decision, but otherwise this Agreement will not be affected.

14.08 Agreement: Printing

The County and the Association agree that the costs of printing this agreement shall be equally shared.

15. MANAGEMENT RIGHTS

Except as expressly limited by other provisions or 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, hours, scheduling, days off, and policies of the County; to determine the facilities, methods, means and number of personnel required for conduct of County programs; to administer the merit system, including the examination, selection, recruitment, hiring, appraisal, training, retention, promotion, assignment or transfer of employees pursuant to law; to direct, deploy, and utilize the work force; to establish specifications for each class of positions and to classify and reclassify and to allocate or reallocate new or existing positions in accordance with law; and to discipline or discharge employees in accordance with law and the provisions of this Agreement. These rights will not be exercised in an arbitrary, capricious or discriminatory manner.

16. AMENDMENT

This Agreement may be amended or supplemented only by further written Agreement executed by the parties.

17. CONTINUATION OF BENEFITS

Except as otherwise provided in this Agreement, Employer will continue in effect without change during the life of this Agreement all existing benefits heretofore applicable to any employee. No benefit conferred by this Article shall be construed to limit to any extent the rights conferred to management as set forth in Article 15 Management Rights of this Agreement.

18. WAGES

Attached hereto and made a part hereof is Appendix A, Regular Compensation Rates, which reflects the salaries agreed upon by and between the parties for the years 2006, 2007 and 2008.

19. USE OF COUNTY CARS

Except when waived by the Employer, all new employees hired after July 1, 1983 will park their cars in a designated parking area.

20. EFFECTIVE DATE AND DURATION

This Agreement, except as otherwise stated, will be effective 12:01 a.m. January 1, 2006 and will remain effective until 12:01 a.m. January 1, 2009 and from year to year thereafter unless terminated as contractually provided.

The Agreement may be terminated effective 12:01 a.m. January 1, 2009 by written notice from either party, delivered to the other not later than August 1, 2008 of intent to modify or terminate it, and may be terminated effective 12:01 a.m. any subsequent January 1 by similar written notice delivered to the other party not later than the preceding August 1. Except as provided in Article 20 Effective Date and Duration, notice of intent to modify will be equivalent to notice of intent to terminate.

EXECUTION

Signed by Employer and Association.

THE COUNTY OF CORTLAND

By Marilyn E Beacon

Title Chairman - Cort. Co. Legislature

Date 8/24/06

NEW YORK STATE NURSES ASSOCIATION

By [signature] MA-RN

Director

Title Economic and General Welfare Program

Date 8/9/06

APPENDIX A

Regular Compensation Rate

A-1.01 A regular employee's compensation rate will be as follows:

	Effective 1/1/06	Effective 1/1/07 +3%	Effective 1/1/08 +3.5%
RN			
1st Step	$19.9000	$20.4970	$21.2144
2nd Step	$20.3975	$21.0094	$21.7448
3rd Step	$20.9074	$21.5347	$22.2884
4th Step	$21.4301	$22.0730	$22.8456
5th Step	$21.9659	$22.6249	$23.4167
6th Step	$22.5150	$23.1905	$24.0021
7th Step	$23.0779	$23.7702	$24.6022
PHN			
1st Step	$21.4400	$22.0832	$22.8561
2nd Step	$21.9760	$22.6353	$23.4275
3rd Step	$22.5254	$23.2012	$24.0132
4th Step	$23.0885	$23.7812	$24.6135
5th Step	$23.6657	$24.3757	$25.2289
6th Step	$24.2574	$24.9851	$25.8596
7th Step	$24.8638	$25.6097	$26.5061
HCM			
1st Step	$22.4900	$23.1647	$23.9755
2nd Step	$23.0523	$23.7438	$24.5749
3rd Step	$23.6286	$24.3374	$25.1892
4th Step	$24.2193	$24.9458	$25.8190
5th Step	$24.8248	$25.5695	$26.4644
6th Step	$25.4454	$26.2087	$27.1260
7th Step	$26.0815	$26.8640	$27.8042
NP/SPHN/Coordinator			
1st Step	$23.5600	$24.2668	$25.1161
2nd Step	$24.1490	$24.8735	$25.7440
3rd Step	$24.7527	$25.4953	$26.3876
4th Step	$25.3715	$26.1327	$27.0473
5th Step	$26.0058	$26.7860	$27.7235
6th Step	$26.6560	$27.4557	$28.4166
7th Step	$27.3224	$28.1420	$29.1270

	Effective 1/1/06	Effective 1/1/07 +3%	Effective 1/1/08 +3.5%
NP with Masters**			
1st Step	$24.6700	$25.4101	$26.2995
2nd Step	$25.2868	$26.0454	$26.9569
3rd Step	$25.9189	$26.6965	$27.6309
4th Step	$26.5669	$27.3639	$28.3216
5th Step	$27.2311	$28.0480	$29.0297
6th Step	$27.9118	$28.7492	$29.7554
7th Step	$28.6096	$29.4679	$30.4993

*** Includes current NP staff hired prior to 1/1/03*

A-1.02 All part-time employees will receive compensation directly proportional to the hours they work.

A-1.03 Step Movement shall be annually on the employee's anniversary date for Steps 1 through 6. Movement to Step 7 shall be on the employee's anniversary date upon ten years of continuous service or five (5) years at Step 6, based on time in title.

A-1.04 Per diems who are working as RNs or as PHNs shall be placed on the wage scale in accordance with 8.01 B Experience and Education: Entitlement and Amount and shall receive an additional fifteen percent (15%) differential.

A-1.05 The minimum increase upon promotion from one (1) job classification to a higher rated job classification shall be one thousand dollars ($1000.00). The Employer, with agreement of the Association, may place upon promotion an employee on a step(s) higher than the step which would produce the minimum required increase.

GG/lam
8/1/06

APPENDIX B

LONGEVITY SCHEDULES FOR EMPLOYEES ON APPENDIX A SALARY SCHEDULE

Employees in positions listed on the Cortland County Salary Schedule, Appendix A, herein, shall be entitled to receive longevity payment when they have completed at least fifteen (15) years of continuous County employment, or as defined in 3.16. Longevity payments shall commence in the year in which the employee becomes eligible.

Employees who move from less than half time to half time or more will receive service credit for longevity purposes from the initial part time date of hire as long as the service is continuous.

Only regularly scheduled employees who are on the County payroll and employees on approved leave without pay at the time of longevity payment will be entitled to the longevity benefit. Employees who retire prior to the longevity payment will receive a prorated amount at the time of retirement based on his/her date of retirement.

Longevity payments shall be made according to the schedule below.

Years of Service	Annual Amount
At least 15 but less than 20	$1,500
At least 20 but less than 25	$2,000
At least 25 but less than 30	$2,500
At least 30 but less than 35	$3,000
At least 35 but less than 40	$3,500

Longevity payments shall be made by the County in one lump sum payment in a separate paycheck to the employee in the payroll period after the employee's anniversary date. (Example: Anniversary date is April 10. For 2006, pay period #9 includes 4/10-4/23 and the pay date is 4/27/06. However, the longevity payment will be issued on the next pay date, which is 5/11/06.) Longevity is not calculated in the rates for overtime.

Proviso: For 2006, employees who received longevity in accordance with the old longevity schedule already received a longevity payment. Employees who would not receive longevity in accordance with the new schedule will be held harmless. Employees who have completed at least fifteen (15) continuous years of service and are entitled to receive an additional amount of longevity will receive the new longevity amount minus the monies previously received for 2006 only.

Employees covered by this Agreement who are less than full-time shall receive a prorated value of the full-time equivalent of the full-time hours.

A leave of absence without pay will not affect longevity.

LETTER OF AGREEMENT

BETWEEN
NEW YORK STATE NURSES ASSOCIATION
AND
COUNTY OF CORTLAND

(Holiday Time)

This Letter of Agreement modifies the collective bargaining agreement between the parties dated January 1, 2006 to January 1, 2009.

It is mutually understood between the New York State Nurses Association and the County of Cortland that in the event the County should extend additional holiday time above current level of thirteen (13) days to other County employees, the County shall also include employees covered under the then-current agreement between the New York State Nurses Association and the County of Cortland.

Signed by Employer and Association.

THE COUNTY OF CORTLAND

By Marilyn E Brown

Title Chairman - Cortland Co. Legislature

Date 8/24/06

NEW YORK STATE NURSES ASSOCIATION

By Lou Saul MA RN
Director

Title Economic and General Welfare Program

Date 8/9/06

LETTER OF AGREEMENT

BETWEEN
NEW YORK STATE NURSES ASSOCIATION
AND
COUNTY OF CORTLAND

(Disability Benefit Program)

This Letter of Agreement modifies the collective bargaining agreement between the parties dated January 1, 2006 to January 1, 2009.

It is mutually agreed and understood that in the event the County provides a disability benefit program for other employees of the County, the County shall also provide the same program for County employees represented by the New York State Nurses Association.

Signed by Employer and Association.

THE COUNTY OF CORTLAND

By Marcelyn L. Brown

Title Chairman - Cortland Co. Legislature

Date 8/24/06

NEW YORK STATE NURSES ASSOCIATION

By [signature]

Director

Title Economic and General Welfare Program

Date 8/9/06

SIDE LETTER

LETTER OF AGREEMENT
BETWEEN
NEW YORK STATE NURSES ASSOCIATION
AND
COUNTY OF CORTLAND

RE: Impaired Professionals

The parties agree to meet in Labor Management Committee to develop a policy related to impaired professionals based on the New York State Nurses Association's Model Statement for Alcohol and Other Drug Policy for Nurses in New York State employed in Health Care Facilities.

These discussions shall commence within sixty (60) days of ratification of this agreement.

Signed by Employer and Association.

THE COUNTY OF CORTLAND

By Marilyn E Brown

Title Chairman-Cortland Co. Legislature

Date 8/24/06

NEW YORK STATE NURSES ASSOCIATION

By _____ MA RN

Director

Title Economic and General Welfare Program

Date 8/9/06

SIDE LETTER

LETTER OF AGREEMENT
BETWEEN
NEW YORK STATE NURSES ASSOCIATION
AND
COUNTY OF CORTLAND

The parties agree to meet in Labor Management Committee to develop a method for staff to contact a member of management to provide advice and guidance during on-call hours not covered by supervisory on-call staff.

These discussions shall commence within sixty (60) days of ratification of this agreement.

Signed by Employer and Association.

THE COUNTY OF CORTLAND

By Marilyn E. Brocon

Title Chairman-Cortland Co. Legislature

Date 8/24/06

NEW YORK STATE NURSES ASSOCIATION

By MDEW
Director

Title Economic and General Welfare Program

Date 8/9/06

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