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Title: **Madison, County of and New York State Nurses Association (NYSNA) (2010) (MOA)**

Employer Name: **Madison, County of**

Union: **New York State Nurses Association (NYSNA)**

Local:

Effective Date: **01/01/2010**

Expiration Date: **01/01/2013**

PERB ID Number: **7040**

Unit Size:

Number of Pages: **46**

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RN\ 7040

AGREEMENT

Between

NEW YORK STATE NURSES ASSOCIATION

And

THE COUNTY OF MADISON

January 1, 2010 – January 1, 2013

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PREAMBLE

AGREEMENT between (1) The County of Madison (herein, "Employer") and (2) the New York State Nurses Association (herein "Association").

1. AGREEMENT SCOPE

This Agreement constitutes the entire agreement between the County and the Association. During its life neither party will be obligated to collectively negotiate with respect to any subject or matter referred to or covered in it or with respect to any subject or matter not specifically covered in it. In reaching this Agreement, the County and the Association have considered all matters lawfully subject to collective negotiations. This Agreement may be amended or supplemented only by further written agreement between the parties. A party desiring amendment or supplement will notify the other party, in writing, of the amendment or supplement desired, but the other party will not be obliged to discuss or agree to such proposed amendment or supplement.

2. ASSOCIATION STATUS

2.01 Recognition

Employer recognizes the Association as the sole and exclusive collective bargaining agent for all employees covered by this Agreement.

2.02 Association Membership

Employer will make available to every employee such material concerning Association membership as the Association may supply.

Employer will notify the Association of new hires, terminations per Section 3.06 Probationary Period, resignations and changes in classification within ten (10) working days of such occurrence. Employer will provide for new hires the new employee's name, address, telephone number, social security number, classification and date of hire. Notice to the Association may be made via electronic mail to the NYSNA membership department and NYSNA nursing representative and will not be considered a violation of Section 16.05 Notices.

2.03 Unit Definition

This Agreement covers all full-time employees, part-time employees and per diem employees as defined by this Agreement who are licensed or otherwise lawfully entitled to practice as a registered professional nurse employed by the Employer to perform registered professional nursing in the Public Health Department or the Sheriff's Department, but excluding the Director of Community Health Services, the Director of Patient Services, the Assistant Director of Community Health Services, the Assistant Director(s) of Patient Services, and all temporary employees.

2.04 Association Dues Deductions

Employer will, for each covered employee who by written and signed direction so authorizes it, deduct from the wages due such employee in any one month the regular dues fixed by Association for such month. Such dues shall be uniform in dollar amount. The Association agrees to give Employer at least thirty (30) days' advance notice of any change in the amount of uniform dues to be deducted. The 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. The Association shall indemnify the Employer and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of, any action taken by the Employer for the purpose of complying with the provisions of this section.

Agency Shop Fee Deduction

Employer will, for each covered employee who does not authorize Employer to deduct Association dues under this section or who is not certified by the Association to be 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. Employer will, not later than the tenth (10th) day of the following month, remit agency shop fees deducted for the preceding month to the Association. Each such agency shop fee deduction will continue in force until revoked by (a) the employee's written and signed direction under 2.04 to deduct Association dues from the employee's wages; or (b) termination of such employee's employment. It is agreed that such agency shop agreement shall be subject to the provisions of Section 208 of the Civil Service Law.

The Association, upon thirty (30) day written notice to the Employer, shall have the ability to review the Employer's dues collection process. The Association shall bear the full cost of such review. The results of such review shall be shared with the Employer and any discrepancies shall be rectified by the Employer or Association within thirty (30) days of said notification. The aforementioned review may occur once annually in the month of March and it shall be limited to the dues collection process.

2.05 Association Business: Local Representatives

The Association will designate two (2) employees as its local representatives and authorize these employees to deal with Employer about employment conditions and adjustment of problems arising under this Agreement. The names of the Association representatives shall be certified in writing to the Personnel Officer, Public Health Director, and Sheriff on an annual basis and/or as changes occur.

2.06 Association Business: General Representative

A duly authorized general representative of the Association may visit Employer's premises by prearrangement with 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 at each facility 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 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 on 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.

2.08 Association Business: Meeting Space

Employer will allow the Association meeting space, with prior notice and approval in advance.

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. The Employer will, as soon as practicable, check and record the registration of each employee, 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) full-time, (b) part-time, or (c) per diem.

3.03 Classification: Full-Time Employee

A full-time employee is an employee covered by this Agreement who is employed on a regular (year-round) basis to work a normal workweek in the Health Service or the Sheriff's Department. A full-time employee will receive full fringe benefits.

3.04 Classification: Part-Time Employee

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 normal workweek, but at least work the equivalent of three (3) workdays in a normal workweek. A part-time employee will receive benefits in accordance with the schedule for part-time employees.

3.05 Classification: Per Diem Employee

A per diem employee is an employee covered by this Agreement other than a full-time or part-time employee and will receive no fringe benefits other than those mandated by law and under Sections 6.04, 9.09, 10.01(B) and 12. A per diem employee will also be covered under Schedule A of this Agreement.

3.05A Per Diem Employees in the Sheriff's Department

The per diem employees in the Sheriff's Department shall work total hours less than twenty-four (24) hours in a normal workweek. As per diem employees, these nurses have no specific work obligation, that is, they are not assigned to regularly work designated days or designated hours. For scheduling purposes, the Sheriff/designee shall list shifts when nurse coverage is desired and the nurses shall sign up for shifts when he/she is available to work.

3.06 Probationary Period

Probationary periods will be administered in accordance with the provisions of the Madison County Civil Service Rules. The Department Head shall, from time to time, during the probationary period, meet with the probationer to review and evaluate the employee's status and progress. During the probationary period,

the employee will be subject to demotion, suspension, other discipline or discharge at the Employer's sole discretion.

3.07 Post Probationary Discipline

Except as stated in Section 3.06, an employee who has successfully completed the probationary period will be demoted, suspended, otherwise disciplined or discharged only for just cause and Employer will promptly notify Association in writing of any action not covered by Section 3.06 and the reason for it.

3.08 Seniority: Defined

Seniority means an employee's length of continuous service for the Employer from the employee's original date of hire in a bargaining unit position as a full-time or part-time employee, as adjusted by the subtraction of any unpaid leave time whether authorized or not. Seniority shall be departmental. There shall be two (2) types of seniority in each department: (a) full-time and (b) part-time.

3.09 Seniority: Acquisition

A permanent full-time or permanent part-time employee will acquire seniority after successfully completing the probationary period and such seniority will then date from the beginning of permanent full-time or permanent part-time employment. A per diem employee will not acquire seniority.

3.10 Seniority: Loss

An employee shall forfeit all accrued seniority and, if reemployed subsequently, have only the status of a new employee, under any of the following conditions:

A. When the employee voluntarily resigns, or retires, from employment with the Employer and is not rehired within one (1) year; or

B. when the employee is discharged for just cause; or

C. when the employee fails to return to work at the expiration of an authorized leave of absence.

3.11 Seniority: Retention

An employee will retain, but not accrue, seniority for one (1) year after layoff, provided Employer re-employs the employee during such time.

3.12 Seniority: Application

Departmental seniority will apply to:

A. layoff and recall per Sections 4.04 and 4.05.

B. vacation time selection per Section 6.06.

C. weekend work per Section 9.06.

D. regular compensation rates per the Administration of the Hourly Regular Compensation Rate Schedule within Schedule A.

3.13 Seniority: Lists

Employer will (a) on execution of this Agreement and (b) on request of the Association, post and furnish to Association seniority lists and will correct such lists semi-annually 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 a leave of absence or vacation or otherwise unable to do so protest it within such time,

within thirty (30) days after the employee returns from such leave or vacation or such disability is removed.

4. WORK TIME

4.01 Normal Workday

For the purposes of determining application of an employee's regular compensation rate, the employee's normal workday will be eight (8) consecutive work hours, excluding any meal period. In general, the normal workday in the Health Department shall be 8:00 a.m. until 5:00 p.m. except in circumstances scheduled or approved under Section 4.03. In general, the normal workday for the existing position in the Sheriff's Department shall be between the hours of 7:00 a.m. and 5:00 p.m. except in circumstances scheduled or approved under Section 4.03.

4.02 Normal Workweek

For the purposes of determining application of an employee's regular compensation rate, the employee's normal workweek will be forty (40) hours per week consisting of five (5) workdays of eight (8) hours per day. The normal workweek shall be Monday through Friday in the Health Department. For the existing position in the Sheriff's Department the normal workweek shall be Monday through Friday.

4.03 Work Schedules

Subject to demonstrated operational requirements or employee requests as approved by the Department Head, the normal workday in the Health Department may be intermittently scheduled for eight (8) consecutive hours, excluding any meal period between the hours of 7:00 a.m. and 7:00 p.m. In the Sheriff's Department, the normal workday may be intermittently scheduled for up to eight (8) consecutive hours, excluding any meal period between the hours of 7:00 a.m. and 7:00 p.m.

In the event the Employer hires new employees in the Sheriff's Department to work outside the normal workweek or the 7:00 a.m. through 7:00 p.m. shift, the Employer will provide the Association with the minimum of thirty (30) days' notice to negotiate the impact.

In the event that positions result from circumstances beyond the Employer's control, the Employer may provide less notice to negotiate the impact.

Except in the case of an emergency as determined by the Department Head or his/her designee, an employee will be given at least forty-eight (48) hours' notice if the normal workday will be adjusted as described above by the Department Head or his/her designee.

With at least forty-eight (48) hours' notice, an employee may request adjustment of the normal workday. Such adjustment shall be subject to the approval of the Department Head or his/her designee.

In addition, the department head will assign weekend and holiday work equitably.

4.04 Layoff in the Competitive Class

The Employer, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, layoff and recall of competitive class employees shall be governed by the Civil Service Law and the Madison County Civil Service Rules. If as a result of said Employer's determination there is a substantial impact upon the terms and conditions of employees covered under this Agreement, the Employer shall meet with the Association and discuss said impact in good faith.

4.05 Layoff in the Non-Competitive Class

The Employer, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees in a non-competitive class job title, within a department, will be laid off in the following order:

A. Probationary employees shall be laid off first;

B. Employees having seniority shall be laid off in the inverse order of seniority. For employees with the same seniority, seniority order will be based on alphabetical order of the first letter of the last name at date of hire. That is, the letter occurring first in the alphabet will be most senior.

The County shall forward a list of those employees to be laid off to the Association on the same date that notices are issued to employees. If as a result of said Employer's determination there is a substantial impact upon the terms and conditions of employment of employees covered under this Agreement, the Employer shall meet with the Association and discuss said impact in good faith.

Employees to be laid off will have at least ten (10) working days' notice of layoff or be paid in lieu of time. When an employee in the non-competitive class is laid off, he/she shall be permitted to bump or replace an employee with less seniority in an equal or lower job title only within the same department. When an employee elects to replace an employee in a lower job title, he/she shall assume the appropriate salary for that title and in no instance will the employee be paid at a rate of pay higher than the maximum salary rate for the position in which the employee is assigned. An employee who refuses to bump or replace an employee with less seniority, waives all rights regarding displacement, however, such employee's name will be entered on an appropriate recall list. Non-competitive class employees who are laid off shall be placed on a recall list for a period equal to one (1) year from the date of layoff. When a bargaining unit vacancy occurs which is to be filled, an employee shall be recalled from layoff to the same title he/she was in at the time of layoff. Such recall shall be in inverse order of layoff based upon seniority provided the individual is able to perform the work.

Notice of recall shall be sent to the employee at his/her last known address by certified mail, return receipt requested, and a copy sent to the Association. The employee shall be given at least ten (10) calendar days' notice of recall. The employee must notify the Personnel Officer of his/her intention to return within five (5) calendar days after receiving notice of recall. Any employee who fails to notify the Personnel Officer as required above, or who fails to report to work on the date he/she is expected to report, shall be considered a quit and removed

from the recall list. The County shall be deemed to have fulfilled its obligation by mailing the recall notice by certified mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the County with his/her latest mailing address.

Probationary employees who have been laid off shall have no recall privileges.

4.06 Vacancies in the Department

A. For the purposes of this Section, a vacancy shall be defined as any permanent, regular position in the competitive, non-competitive or labor class approved for hiring on a permanent basis.

B. Vacant positions shall be posted by the Personnel/Civil Service Department for ten (10) calendar days on the Association bulletin boards. Once a position has been posted, it is the employee's responsibility to bid on the vacancy by filing a Job Bid Form and a County employment application with the Personnel/Civil Service Department. To be considered for the vacancy, the bid must be postmarked or received by the Personnel/Civil Service Department no later than the last day for filing bids as noted on the posting notice. Interested bidders must meet the minimum qualifications for the vacant position at the time they submit their bid.

C. The Personnel/Civil Service Department shall forward a list of interested bidders to the Department Head. Selection shall be the responsibility of the Department Head who may temporarily fill a vacancy pending compliance with the posting and bidding provisions of this Section.

5. MONETARY BENEFITS: COMPENSATION FOR TIME WORKED

5.01 Regular Compensation Rate

The regular compensation rate is that reflected in Schedule A of this Agreement. Said regular compensation rate does not include any additional or premium compensation.

5.02 Premium Compensation Rate

Premium compensation is that compensation which is in addition to the employee's regular compensation rate as defined herein. Such compensation includes but is not limited to, overtime premium compensation, longevity payments, and educational allowance. Each type of compensation described in the Agreement shall be considered and computed separately. At no time shall such premium compensation earned by an employee be compounded or pyramided.

5.03 Overtime Premium

Employees shall be paid one and one-half (1½) times their regular straight time hourly rate of pay for all authorized hours of work in excess of forty (40) hours in a workweek.

At the employee's option and in lieu of paid overtime the employee may take compensatory time off at the rate of one and one-half (1½) times for all authorized hours of work in excess of forty (40) hours in a workweek. For each

occasion (i.e. Day) an employee works overtime hours, compensatory time off shall not be combined with overtime pay except when an employee reaches the maximum compensatory time accumulation stated below.

Compensatory time off must be requested at least forty-eight (48) hours in advance from the Department Head/designee. Compensatory time will be accrued in one-quarter (1/4) hour units and may not be taken in less than one-half (½) hour units. Employees may not accrue more than forty (40) hours of compensatory time.

At the employee's option, accrued compensatory time off may be cashed out as of December 31 each year, and paid in the first paycheck of the next calendar year. Any compensatory time off accrued as of December 31 but not cashed out at the end of the year must be taken by March 15 or it will be cashed out in the first paycheck following March 15. In any event, the hourly rate at which the compensatory time off shall be cashed out shall be the rate in effect as of December 31 prior to the cash out.

If an employee is absent without pay or on sick leave during the workweek, an equal amount of time outside his/her regularly scheduled workweek will be paid at straight time before he/she becomes eligible for overtime premium payment.

5.04 Pay Period

Employer will continue its present policy of paying compensation biweekly.

5.05 Preceptor Pay

Effective January 1, 2011, an employee shall be paid one dollar ($1.00) per hour, in addition to his/her regular compensation rate, when he/she has been assigned to train a new employee and/or to train incumbent employees in a new procedure, technique or to a new position. An employee shall only be paid for hours worked in the role of a preceptor.

6. MONETARY BENEFITS: COMPENSATION FOR TIME NOT WORKED

6.01 Holidays: Designation

Employees will receive the following holidays annually:

New Year's Day	Columbus Day
Dr. Martin Luther King, Jr. Day	Veterans Day
Presidents' Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day
Labor Day	

The County will grant the employees one-half (½) day off before Christmas. When it is impossible to allow one-half (½) day off before Christmas, a compensatory one-half (½) day will be given within six (6) weeks. Employees shall not be unreasonably denied using compensatory time on New Year's Eve; however, the department head shall have the right to limit the number of employees utilizing compensatory time on New Year's Eve according to work requirements.

6.02 Holidays: Compensation for Full-Time Employees

A full-time employee shall be compensated at the rate of one and one-half (1½) times the employee's regular compensation rate for all time worked on the following holidays:

Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Labor Day	New Year's Day
Columbus Day	

For all other holidays enumerated in Section 6.01, an employee's compensation rate for time worked shall be the employee's regular compensation rate. An employee's compensation rate for holidays not worked shall be at the employee's regular compensation rate.

If an employee works on any of the holidays enumerated in Section 6.01, the employee will receive, in addition to the compensation stated above, one (1) paid day off in lieu thereof at the employee's regular compensation rate. Such time off shall be taken within twelve (12) weeks of accrual. At the employee's option, he/she may request pay at his/her regular compensation rate in lieu of the paid day off at the time the holiday compensation is paid.

All full-time employees in the Health Department with fifteen (15) years or more of service will not be required to, but will have the option to, participate in the holiday work schedule for New Year's Day, Independence Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day. This paragraph will not be implemented for any holiday occurring at any time at which more than one-third (1/3) of the bargaining unit members in the Health Department have fifteen (15) years or more of service.

All full-time employees in the Health Department with twenty (20) years or more of service will not be required to, but will have the option to, participate in the holiday work schedule.

In order to be eligible for holiday pay as defined in this Agreement, the employee must actually work his/her last scheduled workday prior to the holiday and his/her first scheduled workday subsequent to the holiday unless the failure to work either the day before and /or the day after a holiday is because of vacation leave, personal leave, sick leave or compensatory time.

6.03 Holidays: Scheduling

Holidays which fall on Saturday will be observed the day before on Friday, and holidays which fall on Sunday will be observed the day after on Monday. If a holiday falls in an employee's vacation, the vacation will be extended one (1) workday.

6.04 Holiday: Benefits for Per Diem Employees

A per diem employee shall receive compensation at the rate of one and one-half (1½) times the employee's regular compensation rate for all time worked on any holiday enumerated in section 6.01 Holidays: Designation.

Per diem employees shall receive no other holiday benefits.

6.05 Vacation: Amount

Each regular full-time employee will receive paid vacation according to the following schedule:

Completed Years of Continuous Service	Days Per Year
After 1 year	10 days
After 3 years	12 days
After 5 years	15 days
After 10 years	16 days
After 11 years	17 days
After 12 years	18 days
After 13 years	19 days
After 14 years and over	20 days

An employee who has completed at least six (6) months of continuous service may borrow up to five (5) days of vacation leave from their anticipated first year accrual of ten (10) days of vacation leave.

A full-time employee who has completed at least one (1) year of continuous service may borrow up to five (5) days of leave per year, from the number of prorated days they would be eligible for under the prorated vacation terminal benefit. An employee's prorated vacation terminal benefit is the anticipated accrual of vacation on the borrowing date. The number of days used is deducted from the accrual on the employee's next anniversary date.
An employee may take unpaid time off after a return from a medical leave of absence per Section 7.02 for which he/she was required to have exhausted all vacation leave. Such request will be treated as a vacation request under Section 6.06 Vacation: Scheduling. Further, health insurance is not impacted for such requests up to four (4) weeks in length.

When an employee changes status from part-time to full-time, or full-time to part-time, their vacation benefit on their next accrual date will be prorated based on the period of time served in each status.

6.06 Vacation: Scheduling

For seniority to be the determining factor when more than one (1) employee requests the same days off, employees must request vacation time six (6) weeks prior to each quarterly period. For the purpose of establishing quarterly periods the following dates shall be used:

January 1st - March 31st .....request by the 3rd Mon. In Nov.
April 1st - June 30th.....request by the 3rd Tues. In Feb.
July 1st - September 30th.....request by the 3rd Mon. In May
October 1st - December 31st.....request by the 3rd Mon. In Aug.

The employee shall be notified in writing whether the request is granted or denied by the Friday following the close of the "window period".

Requests for vacation time that are not submitted within the above-noted request periods shall be granted on a first come - first served basis. Such requests must be made in writing at least forty-eight (48) hours in advance.

The Department Head or designee will provide written approval or disapproval within forty-eight (48) hours.

It is expected that all employees qualifying for vacations shall take their vacation time off. However, unused vacation leave may be carried over from anniversary year to anniversary year but in no instance will accumulation of vacation leave in excess of forty (40) days be permitted.

6.07 Vacation: Pay

Vacation pay shall be at the employee's regular compensation rate. In cases where an employee has exhausted his/her personal leave, employees may take vacation in one-half (½) day units, with Department Head approval. Holidays falling within the vacation leave period shall not be charged to vacation leave used.

6.08 Sick Leave: Entitlement and Amount

Each regular full-time employee will be credited with paid sick leave at the rate of one (1) day per month of active employment to a maximum of one hundred sixty-five (165) days. Sick leave may be used as accumulated. An employee on sick leave will be paid at the employee's regular compensation rate.

For all employees hired after July 11, 1995, sick leave will be credited in the following manner:

	Full-time Accrual
During their first year of employment	4 hours per month
During their second year of employment	6 hours per month
After their second year of employment	8 hours per month

Sick leave credits may not be earned unless a full-time employee is on full-pay status for at least fifteen (15) working days during the calendar month. A part-time employee must be on full-pay status a proportionate period of working days during the calendar month to earn sick leave credits.

At the discretion of the Department Head, an employee may be required to provide a physician's statement certifying illness and/or ability to return to work. Accumulated sick leave, not to exceed a total of twelve (12) days in any calendar year, may be used for illness in the employee's immediate family requiring the attendance or care by the employee. Immediate family shall include spouse, parent, child, brother, sister or any other person who is an actual member of the employee's household.

When an employee must be absent on sick leave, the employee is required to notify his/her Department Head no later than one (1) hour before the time the employee is expected to report to work. Sick leave credits shall not be granted unless such report is made, but instead shall be considered as unauthorized time off without pay.

Sick leave credits may be used in units of days, half days, hours or half hours. No request for less than half hour units will be considered.

An employee covered by this Agreement can not work for another employer during the eight (8) hour period they are utilizing sick leave.

Between November 1 and December 1 of each year of the Agreement, those full-time employees with over one-hundred days of accrued sick leave may submit a request on a form prescribed and distributed by the Personnel Officer, to the Department Head for "Buy Back" of accrued sick leave up to a maximum of thirty (30) sick leave days per year. Such "Buy Back" will be at fifty percent (50%) of the employee's regular salary or hourly wage and issued in a separate check no later than December 20th of each year of the Agreement and the employee's sick leave accruals will be adjusted accordingly.

6.09 Personal Leave: Entitlement and Amount

Full-time employees covered by this Agreement shall receive personal leave days in accordance with this Section.

For full-time employees hired prior to September 12, 1989, effective January 1 of each year, each full-time employee shall be credited with five (5) days of personal leave.

For full-time employees hired on or after September 12, 1989, effective January 1 of each year, each full-time employee shall be credited with three (3) days of personal leave.

FOR NEWLY HIRED FULL-TIME EMPLOYEES

Full-time employees hired between January 1 - June 30 inclusive shall receive two (2) days of personal leave at the time of hire. Full-time employees hired between July 1 - September 30 inclusive shall receive one (1) day of personal leave at the time of hire. Full-time employees hired between October 1 - December 31 inclusive shall receive no personal leave at the time of hire.

On December 31 of each year all unused personal leave will be converted to sick leave. This provision is not intended to increase the maximum sick leave allowance set forth in Section 6.08 of this Agreement.

Employees on unpaid status which does not allow for the accrual of personal leave during all or any part of the preceding calendar year shall receive the pro rata amount of personal leave to which such employee would otherwise be entitled.

Personal leave is to be used for personal business that cannot be done outside of the employee's workday. Except in urgent emergencies, employees must request personal leave at least forty-eight (48) hours in advance from the Department Head or designee. Personal leave shall not be unduly denied; however, Department Heads shall have the right to limit the number of employees on personal leave according to County work requirements. Personal leave shall not be used to extend vacations. Personal leave may not be substituted for sick leave except when an employee has no remaining sick leave accruals. Personal leave may not be taken in less than one (1) hour units except when substituted for sick leave, if necessary.

6.10 Military Service Leave

Any employee who is a member of a reserve force of the United States or this state and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this state shall be granted a leave of absence during the period of such activity with no loss of time or pay not to exceed a total of thirty (30) days or twenty-two (22) working days, whichever is greater, per calendar year as provided by law. The employee shall provide to the Employer a copy of the employee's military orders at least two (2) weeks prior to going on such leave in the event of scheduled military duty or upon return to work in the event of emergency military duty.

6.11 Jury Duty

Employees shall be granted a leave of absence with pay when they are required to report to jury duty or jury service. An employee must notify his/her Department Head no later than his/her first scheduled shift following receipt of a notice of selection for jury duty or examination. An employee shall also be allowed to keep the remuneration provided by the court.

If the employee is excused by the court and at least three (3) hours are remaining in the employee's regularly scheduled workday, the employee shall report to work.

6.12 Meeting Attendance

Two (2) representatives of the employee unit, after notification to the Department Head and Personnel Officer, will receive paid leave up to a total of twelve (12) days per calendar year for attendance at Association's meetings and convention. A request for such leave must be submitted to the Department Head at least seven (7) days in advance.

6.13 Contract Negotiations

For contract negotiations, the Association shall be permitted to have three (3) members on the Negotiating Committee. These members shall serve without loss of pay, providing such negotiations take place during the employee's regularly scheduled work time.

6.14 Association Representatives: Grievances

Two (2) representatives of the employee unit, after prior notification to the Department Head and Personnel Officer, will receive paid leave at the employee's regular compensation rate, for the time they are actually engaged in the investigation of grievances or attendance at grievance or arbitration hearings, provided such activities take place during the employee's regularly scheduled work time. This privilege shall not be abused.

6.15 Bereavement Leave

In the event of a death in the employee's immediate family, paid bereavement leave of up to three (3) consecutive, regularly scheduled workdays shall be granted to full-time employees.

Immediate family shall be defined as: spouse, parent, grandparent, child, grandchild, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law or any other person who is an actual member of the employee's household.

Employees requesting bereavement leave may be asked for proof of relationship and/or proof of death. Failure to comply with said request will result in loss of bereavement pay.

6.16 Cancer Screening Leave

Each full-time employee shall be granted up to four (4) hours of paid leave each calendar year for the purposes of his/her own breast cancer screening and/or up to four (4) hours of additional paid leave for his own prostate cancer screening in accordance with New York State Law. Written documentation from a health care provider may be requested by the department head/designee to verify the leave.

7. UNPAID TIME OFF

7.01 Meal Period

In the Public Health Department and the Sheriff's Department, employees will have a one-half (½) hour unpaid meal period without work responsibility.

7.02 Leave of Absence: Basis and Amount

A leave of absence without pay, not to exceed one (1) year, may be granted to an employee covered under this Agreement provided:

A. There is sufficient medical justification stipulated by written documentation of a physician; or

B. for educational leave purposes; or

C. for sufficient personal reasons acceptable to the Department Head.

Under the provisions of the Family and Medical Leave Act (FMLA), eligible employees can receive up to twelve (12) cumulative weeks of unpaid leave per twelve (12) month period for 1) the birth of a child or the placement of a child for adoption or foster care; 2) the employee's need to care for a child, spouse or parent with a serious health condition; or 3) the employee's own serious health condition which makes the employee unable to do his or her job. Such unpaid leaves of absence shall be granted and administered in accordance with FMLA provisions.

In the case of an unpaid medical leave of absence, the employee must have exhausted all sick leave accruals, unused vacation days, personal leave days, compensatory time and prorated vacation leave.

An unpaid leave of absence may be extended by approval of the Department Head; however, in no instances will leaves of absence for employees exceed two (2) years. A leave of absence for purpose of employment with other than the County of Madison shall not be approved.

7.03 Leave of Absence: Procedure

Any request for a leave of absence shall be submitted in writing to the Department Head at least four (4) weeks in advance of the desired starting date, where possible, on a standard form prescribed and distributed by the Personnel Officer. The request shall state the reason the leave of absence is being requested and the length of time off the employee desires. The

Department Head shall furnish the employees with written notification of his/her decision within five (5) working days after receiving such application.

7.04 Return from Leave of Absence

An employee who fails to return to work at the time specified on his/her application for leave shall be considered to have resigned from County service, in the absence of evidence of extenuating circumstances. If the employee is returning from a medical leave of absence, the employee must submit to the Department Head a physician's statement certifying illness and/or ability to return to work. No employee will be allowed to return to work who has failed to present such physician's statement.

7.05 Leave Rights

During an unpaid leave of absence, all benefits provided an employee shall be discontinued unless the employee assumes all costs. No longevity or seniority rights shall be earned during the leave period. No sick leave, vacation leave or personal leave credits shall be earned.

Upon the expiration of an unpaid leave of absence, the employee shall be reinstated to the position which he/she occupied at the time the leave was granted, with the restoration of all benefits and credits previously earned and enjoyed.

7.06 Leave of Absence: Limitation

An employee who obtains a leave of absence or extension by false pretense will be deemed to have resigned.

8. MONETARY BENEFITS: INSURANCE AND RETIREMENT

8.01 Statutory Insurance

Employer will insure each employee under the Federal Insurance Contribution Act (Social Security) to the extent required by law.

8.02 Workers' Compensation

The County shall provide Workers' Compensation Insurance, in compliance with New York State Workers' Compensation law, for an employee who is injured as a result of employment with the County.

Any employee who is unable to perform the duties of his/her employment because of compensable injury or illness, as defined in the Workers' Compensation Law, received or contracted in the service of the Employer and who receives Workers' Compensation benefits, shall receive a leave for compensable injury or illness in accordance with Section 71 of the Civil Service Law.

Employees, at the time of injury, will be offered by the Department Head to elect a choice of either Option 1 or Option 2 listed below. Such election of options must be done in writing and if no option is elected by the employee in writing, they will be assigned Option 1 until such written election is received by the Department Head.

Option 1
The employee collects weekly benefits from the compensation insurance carrier as prescribed by the New York State Workers' Compensation Law. The employee would not draw sick leave even though he/she might be eligible, or

Option 2
The employee collects sick pay from the County for the period of unused sick leave and then, if necessary, transfers to Workers' Compensation benefits for the duration of the employee's inability to work. The County Personnel Office would file with the Workers' Compensation Board for reimbursement to the extent of the employee's Workers' Compensation award for the period covered by sick leave pay. The employee's sick time would be prorated by dividing the amount of reimbursement obtained by the employee's daily salary and would be reinstated after two (2) weeks of continuous employment, subject to reimbursement from the compensation insurance carrier.

The County reserves the right to change insurance carriers, or to self-insure, for Workers' Compensation benefits.

8.03 Health Coverage and Disability Benefits

A. Traditional Health Plan

For eligible employees covered by this Agreement, the County shall provide its present health plan or a plan with better benefits or a plan with equivalent benefits. For full-time employees, the County shall contribute ninety percent (90%) of the cost of employee hospital, surgical, medical and major medical coverage and sixty percent (60%) of the cost of dependent hospital, surgical, medical and major medical coverage. The County shall provide its present dental plan or a plan with better benefits or a plan with equivalent benefits. The County shall contribute ninety percent (90%) of the cost of employee dental coverage and fifty percent (50%) of the cost of dependent dental coverage. The County shall provide a disability insurance program. The County shall contribute one hundred percent (100%) of the cost of employee coverage of said plan. The County shall provide to employees covered under this Agreement and who retire directly into the New York State Retirement System its present health plan or a plan with better benefits or a plan with equivalent benefits. The County shall contribute ninety percent (90%) of the cost of retirees' hospital, surgical, medical and major medical coverage.

B. Cost Control Measures

Employees and their dependents shall not be eligible for double coverage at any time under the County's health insurance plans.

The County reserves the right to institute cost containment measures relative to health insurance coverage. Prior to implementation, the parties agree to meet and confer for the purpose of establishing guidelines for any proposed cost containment measure. If the parties are unable to reach a consensus, the dispute will be submitted to an arbitrator appointed by PERB. The arbitrator, after reviewing the evidence presented by the parties shall issue a non-binding advisory opinion. Expenses for the arbitrator's services shall be borne equally by the County and the Association.

The County reserves the right to change health insurance carriers, or to self-insure, provided the level of benefits are equivalent to or better than those being realized at the time of change.

The County also reserves the right to change disability carriers, or to self-insure, provided the level of benefits are equivalent to or better than those being realized at the time of change.

C. Section 125 Plan

The County will provide a plan in compliance with Section 125 of the Internal Revenue Code. The plan will provide for employees to make pre-tax deductions for the purposes of premium conversion, health care reimbursement accounts and/or dependent care reimbursement accounts. The maximum amount of contributions to the health care reimbursement account shall be established by the County. The maximum amount of contributions to the dependent care reimbursement account shall be the maximum amount allowed under the Internal Revenue Code. If an employee has terminated County employment, they can only file for reimbursement through the plan, subject to the time limitations of the plan, for services received during their period of employment up to the amount deducted from their payroll during their period of employment that calendar year. Unclaimed contributions by terminated employees or by employees who did not file for reimbursement during the specified time period shall be used to pay the administrative costs of the plan. An employee who has terminated County employment for any reason and who has claimed more in reimbursement than they contributed to that date shall be sent a request to reimburse said amount back to the County.

The County reserves the right to change plan administrators, or to self-administer the plan, to provide for the existing payroll deductions in compliance with Section 125 of the Internal Revenue Code.

D. Health Insurance Buyout

Each full-time employee eligible for participation in the health insurance plan may elect to refuse participation and provide for their own health insurance. Such election shall be on a standard form to be prescribed and distributed by the County Treasurer. The County will place fifty dollars ($50.00) in an account for each month that the employee is eligible but does not elect coverage. The employee will receive the funds so accumulated by December 15th of each year and upon termination of employment. In the event that the employee opts to return to participation in the County health insurance plan, he/she may do so only in accordance with the procedures established by the insurance carrier.

8.04 Retirement Plan

The County agrees to provide Section 75(i) of the New York State Retirement and Social Security Law on a non-contributory basis for Tier 1 and Tier 2 Retirement System members covered by this Agreement.

The County agrees to provide the applicable provisions of Articles 14 and 15 of the New York State Retirement and Social Security Law for Tier 3 and Tier 4 Retirement System members covered by this Agreement. As required by law,

members contribute three percent (3%) of their annual earnings to the Retirement System for ten (10) years from their date of membership in the system, and after such time said member contributions cease.

The County agrees to provide Section 41(j) of the New York State Retirement and Social Security Law on a non-contributory basis for all Retirement System members covered by this Agreement. Section 41(j) allows for unused sick leave credits to be applied as additional service credit upon retirement.

8.05 Professional Liability Insurance

Employer will provide, at Employer's expense, a malpractice protection program for each employee individually.

9. MONETARY BENEFITS: MISCELLANEOUS

9.01 Terminal Benefits

A. General

An employee whose employment is terminated by the Employer for any reason except discharge will be given ten (10) working days notice or compensation to the extent such notice is deficient. An employee whose employment is terminated by resignation and who fails to give the Employer ten (10) working days notice shall forfeit all terminal benefits. In the case of death of an employee, terminal benefits due shall be paid to the estate of the employee. Terminal benefits shall be paid at the regular straight time hourly rate of compensation earned by the employee at the time of termination.

B. Vacation Payments

An employee who has completed at least one (1) year of continuous service and whose employment is terminated by reason of voluntary resignation, death, layoff, or retirement shall receive compensation for unused vacation time plus the prorated vacation time for each full month worked since the employee's most recent anniversary date.

An employee who has not completed at least one (1) year of continuous service and whose employment is terminated for any reason shall not be eligible to receive any vacation payment.

An employee whose employment is terminated by discharge shall not be eligible to receive any vacation payments.

Any employee who has not completed at least one (1) year of continuous service and who chose to borrow vacation leave in accordance with Section 6.05 of this Agreement shall reimburse the County upon their termination for the amount of borrowed vacation leave except in the event of layoff.

C. Sick Leave Payments

Employees covered by this Agreement who have completed at least ten (10) years of continuous service and who retire directly into or under the New York State Employees' Retirement System shall receive compensation for earned but unused sick leave up to a maximum payment of sixty (60) days. Said payments shall be made in accordance with the following schedule:

Completed Years of Continuous Service	Sick Leave Days Paid
After 10 years	20 days
After 11 years	22 days
After 12 years	24 days
After 13 years	26 days
After 14 years	28 days
After 15 years	30 days
After 16 years	32 days
After 17 years	34 days
After 18 years	36 days
After 19 years	38 days
After 20 years	40 days
After 21 years	42 days
After 22 years	44 days
After 23 years	46 days
After 24 years	48 days
After 25 years	50 days
After 26 years	52 days
After 27 years	54 days
After 28 years	56 days
After 29 years	58 days
After 30 years or more	60 days

D. Holiday Payments

An employee whose employment is terminated for any reason shall receive compensation for holidays worked but not paid.

9.02 Tuition Refund

Full-time bargaining unit employees shall be eligible for tuition refund for approved coursework in accordance with the following reimbursement schedule:

Grade of A: 100% reimbursement
Grade of B or C: 85% reimbursement

The maximum total shall not exceed three thousand dollars ($3000) per employee in a calendar year. Grade letters in accordance with the schedule above shall be accepted for alternatively graded coursework.

Tuition refund shall be subject to the approval of the Personnel Officer. Coursework must be job-related or required for a formal job-related degree. Each request for tuition refund must be submitted in writing to the Personnel Officer at least ten (10) working days in advance of undertaking such coursework on a standard form prescribed and distributed by the Personnel Officer. The Personnel Officer shall provide written notification of approval/disapproval to the employee within ten (10) working days after receiving such request. Late requests may be disapproved after being considered on an individual basis.

The Employer will reimburse the employee according to the above schedule within three (3) weeks, if possible, after the next scheduled Board of Supervisors meeting which occurs after the receipt of three (3) copies of the final grade.

The employee shall submit the required tuition reimbursement voucher, a copy of the bill or invoice and proof of final grades to the Personnel Officer no later than thirty (30) working days, excluding Saturdays, Sundays and holidays, from receipt of grades. Late vouchers may be disapproved after being considered on an individual basis.

Tuition refund shall be limited to tuition, course-related fees and books as outlined below. Parking fees, tuition deferral fees or financing fees shall not be reimbursed. If an employee chooses to keep their course books and references, they shall not be reimbursed. If they are reimbursed for course books and references, said material shall become the property of the County.

When coursework is scheduled during the employee's normal workday, the Employer shall be allowed to alter the employee's workday so as to allow the employee's attendance at said course as well as to maintain operational requirements of the Department at a satisfactory level.

Upon receipt of tuition refund, the employee shall be expected to remain in County employment for at least one (1) year following course completion. If an employee does not remain in County employment for at least one (1) year, they shall reimburse the County for the tuition refund provided for said course(s) completed within the last year in accordance with the following. If the employee leaves County employment within six (6) months of course completion, he/she shall reimburse the County one hundred percent (100%) of the refund provided. If said employee leaves County employment between six (6) months and one (1) year of course completion, he/she shall reimburse the County fifty percent (50%) of the refund provided. The employee shall reimburse the amount by money order payable to the Madison County Treasurer within three (3) months of termination unless special circumstances, acceptable to the Personnel Officer, warrant an individualized repayment plan.

9.03 Transportation Allowance

All employees covered by this Agreement, when authorized by their Department Head to use their own vehicles for the express purpose of conducting County business for job-related duties, shall be reimbursed at the IRS rate per mile then in effect. The County will reimburse the employees covered under this Agreement for properly receipted toll and parking expenses incurred while conducting County business. Employees covered by this Agreement who incur properly receipted road service towing expenses as a result of inclement weather conditions shall be reimbursed for such expenses by the County.

9.04 Inclement Weather

An employee may apply days lost due to inability to get to work because of bad weather under Section 6.09 Personal Leave: Entitlement and Amount.

9.05 On-Call Duty

Effective January 1, 2008, the Employer shall implement an on-call system to address the need for availability of employees for visits after hours, on weekends and/or on holidays to ensure 24-hour availability of nursing visits for continuation of care per New York State Department of Health Rules and Regulations. The on-call system will be supervised by Health Department nursing managers who will contact the employee on-call to make a visit as necessary. The on-call nursing manager shall be available to the on-call nurse for supervisory consultation regarding patient care. On-call duty shall be required of employees in the home care division. Employees in the prevent division or those employees working in an alternative work schedule or part-time weekend position may volunteer to take on-call duty.

Employees in the home care division required to take on-call duty will be assigned on-call duty for one week periods, Monday to Monday. On-call duty shall be assigned to the employee in the backup position on the weekend rotation during that on-call period. On-call duty will begin at 4:30 p.m. and end at 8:00 a.m. the following day, Monday through Thursday. Weekend on-call duty will begin at 4:30 p.m. on Friday and end at 8:00 a.m. on Monday. On a holiday, the on-call nurse for the week in which the holiday falls shall provide on-call duty from 8:00 a.m. until 4:30 p.m. on the holiday. The on-call compensation on a holiday will be paid from midnight through 11:59 p.m. When the on-call nurse is not already out on a weekend day, the nursing manager will call the nurse(s) on duty on the weekend before calling the on-call nurse if they believe said nurse(s) can make the necessary visit. On-call duty shall be assigned on an equitable rotating basis. It is the intent of the County to avoid excessive scheduling of individual nurses to on-call duty.

The Director of Patient Services shall post the on-call schedule on an annual basis. If the on-call nurse is unable to work an assigned week or part thereof, and where there is sufficient advance notice to arrange an exchange of assignments with another nurse, he/she may do so with the prior approval of the Director of Patient Services or his/her designee.

Employees will receive two dollars ($2.00) per hour after hours and on weekends for all hours on-call. Employees will receive two dollars and fifty cents ($2.50) per hour while on-call during a holiday as outlined in 6.02 Holidays. An on-call employee will not be paid the on-call hourly rate in addition to his/her regular rate when called into work.

When called to make a visit, the employee will receive compensation at one and one-half (1½) times his/her regular compensation rate for time worked prior to 12:00a.m. and two (2) times his/her regular compensation rate for time worked after 12:00a.m., portal to portal, including telephone and documentation time, with a minimum compensation equal to three (3) hours at the above compensation rates. The employee will receive the minimum of three (3) hours compensation each time he/she is called out. Any unworked portion of the guaranteed three (3) hours shall be paid at the regular straight time rate. There will be no pyramiding of overtime under this section.

Should an on-call employee be required to make a visit which ends after 12:00 midnight, he/she has the option to take all or part of the next day off utilizing compensatory time, vacation time, personal time or taking the time off without pay. On-call visits will be provided under safe nursing conditions. Escort service shall be provided if the nursing manager determines it is reasonably necessary. Issues of concern to either party involving the on-call system shall be referred to the labor-management committee.

9.06 Weekend Work: Health Service

All full-time or part-time employees of the Health Service, covered by this Agreement, who are required by the Employer to work on weekends on a regularly scheduled basis, shall be paid at a time and one-half (1½) rate for all hours worked on Saturday or Sunday. All full-time employees in the Health Service with twenty (20) years or more of service will not be required to, but will have the option to, participate in the weekend work schedule.

All per diem employees in the Health Department shall be paid time and one-half (1½) their regular compensation rate for all hours worked on Saturday and Sunday.

When weekend work will be assigned on a regular basis to full-time or part-time employees covered by this Agreement, the Director of Patient Services will post such assignments by seniority rotation on an annual basis. If an employee is unable to work an assigned weekend, the employee may exchange assignments with another employee subject to the prior approval of the Director of Patient Services or his/her designee.

9.07 Education Differential

The Employer will pay each full-time employee, covered by this Agreement, additional compensation at the rate of three hundred dollars ($300) per year to an employee who holds a baccalaureate degree in nursing and four hundred dollars ($400) to an employee who holds a master of science degree in nursing from an accredited educational institution, providing that such a degree is not an absolute requirement of the employee's job description.

Part-time employees, covered by this Agreement, shall be eligible for a prorated education differential benefit.

Said education differential shall be paid in a separate check to eligible employees no later than thirty (30) working days after the employee submits satisfactory written proof of possession of the required degree. Said differential payment shall then be paid on an annual basis thereafter.

9.08 Temporary Assignment Differential

The Employer will pay an employee in the Public Health Department, when assigned by the Public Health Director or Director of Patient Services to act temporarily in a higher position, additional compensation at the rate of sixty cents ($.60) per hour, commencing with the fifteenth (15th) consecutive calendar day that said employee is acting in the higher position.

9.09 Shift Differential for Per Diem Employees in the Sheriff's Department

The Employer will pay these employees a shift differential of one dollar ($1.00) per hour for all hours worked when a majority of the hours worked occur before 7:00 a.m. or after 4:00 p.m.

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. In addition, the Employer will:

A. Equip all County cars used by members of the bargaining unit with a reflective triangle, and

B. Provide the three-part Hepatitis B vaccination series to all regular full-time, part-time and per diem bargaining unit members who opt to receive the vaccination. Those bargaining unit members who opt not to receive the vaccination shall sign a waiver provided by the Employer.

C. The County will maintain a current set of all safety policies and procedures and Material Safety Data Sheets pertaining to bargaining unit members in an accessible area of each facility.

10.02 Employee Obligation

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

10.03 Employee Health Exam

Employer requires that each employee be in compliance with State Health Codes and Federal conditions. Any required tests, treatments, assessments or physical examinations required by the Employer will be performed by a qualified individual designated by the Employer and the cost of said tests, treatments, assessments or physical examinations will be borne by the Employer. At the employee's option, said tests, treatments, assessments or examinations shall be performed by a qualified individual who is designated by the employee and the cost of said tests, treatments, assessments or examinations will be borne by the employee. An employee's medical records shall be maintained by the employing department in a secure and confidential manner.

10.04 Employee Assistance Program

The County and Association agree upon the value of an effective employee assistance program to assist employees and immediate family members in finding help to resolve personal problems which may adversely affect work performance and/or an employee's physical or mental health. Therefore, the County will provide an Employee Assistance Program for all County employees and members of their families. The Association agrees to participate on the joint labor-management committee established to guide the programs and policies of the Employee Assistance Program.

10.05 Impaired Professionals Program

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

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 PROGRAMS

12.01 Staff Development Programs

Employer will provide:

A. An orientation program for each new employee;

B. an organized program of in-service education on work time; the Employer will rotate the scheduling of in-service presentations (excluding those given by outside agencies) from shift to shift on an equitable basis;

C. employees with notices or information on educational institutes, workshops or meetings by posting notices on suitably located bulletin boards.

12.02 Annual Evaluation

Employer will provide an annual cooperative evaluation and recording of the employee's performance and experience, with a duplicate copy to the employee.

12.03 Professional Practitioner Status

A. The Employer will recognize a committee from the collective bargaining unit to meet with the appropriate levels of administration to discuss nursing problems as they may arise in the department.

B. The Employer will allow this committee to review, recommend and develop standards of nursing practice specific to Madison County, and consistent with those enunciated by professional nursing.

13. GRIEVANCE ADJUSTMENT

13.01 Definition

For the purpose of this Agreement a grievance shall be: an alleged violation, misinterpretation or an inequitable application of the expressed terms of this Agreement.

For the purpose of this procedure, workdays will exclude Saturday, Sunday and enumerated holidays. The time limits set forth in this Agreement are of the essence. They may, however, be extended by mutual written agreement of the parties.

The failure of the grievant, either Association or the employees it represents, to proceed within the time limits set forth shall terminate the grievance at that step. The failure of the County to answer within the time limits set forth will advance the grievance to the immediate next step of the grievance procedure.

13.02

An employee shall have the right to present his/her grievance in accordance with the procedure established herein, free from interference, coercion, restraint, discrimination or reprisal and shall have the right to be represented by a person to be designated by the Association at all stages of the grievance procedure.

13.03

Stage 1

A. An employee or group of employees who claim to have a grievance shall present his/her grievance to either the Director of Patient Services or the Director of Community Health Services (Public Health Department) or the Corrections Captain (Sheriff's Department) orally or in writing within ten (10) working days after the grievance occurs.

B. Within ten (10) working days after presentation of the grievance, the appropriate Director or Captain shall discuss the complaint with the grievant(s) and respond in writing. The written response shall be signed, dated and a copy shall be forwarded to the County Personnel Department.

Stage 2

A. In the event that the grievance is not resolved within Stage 1, the aggrieved employee(s) may submit within five (5) working days from the Director's response, a formal written grievance to the Department Head. The written grievance shall contain the circumstances of the alleged contract violation, the specific provision of the contract alleged violated, the date of the alleged violation, and the remedy sought.

B. The Department Head shall meet with the aggrieved employee(s) and an Association representative (to be designated by the Association) to discuss and review the allegations.

C. Within five (5) working days of the receipt of the formal written grievance, the Department Head must respond in writing to the aggrieved employee(s)

with a copy to the Association representative and the County Personnel Department.

Stage 3

A. In the event that the grievance is not resolved within Stage 2, the aggrieved employee may submit within ten (10) working days from the Department Head's response, a formal written grievance to the County Personnel Officer. If the complaint involves the Association or Employer, formal adjustment of the complaint may be initiated at this stage.

B. The County Personnel Officer shall meet with the aggrieved employee(s) and the Association's general representative to discuss and review the allegations.

C. Within ten (10) working days of receipt of the Stage 3 written grievance, the County Personnel Officer must respond in writing to the aggrieved employee(s) with a copy to the Association's general representative.

Stage 4

A. If a settlement is not reached at Stage 3, either the Association or the County, and only the Association or the County, may within ten (10) working days after the reply of the Personnel Officer is given or is due, by written notice to the other, request arbitration. The Employer and the Association will select the arbitrator, by mutual agreement, from lists submitted to them by the Public Employment Relations Board (PERB) and arbitration will then be conducted in accordance with the then-current PERB Rules for voluntary grievance arbitration. Such notice of arbitration must be given to the County Personnel Officer or the Executive Director of the Association. If arbitration is not requested as set forth in this step, it shall be deemed waived, and the grievance resolved on the basis of the response of the Personnel Officer.

B. The decision or award of the arbitrator shall be final and binding on the County, the Association and the grievant or grievants to the extent permitted by and in accordance with applicable law and this Agreement.

C. It is especially understood and agreed that arbitration shall not be obtainable as a matter of right if the grievance (a) involves the existence of alleged violation of any agreement other than the present Agreement between the parties, (b) involves issues which were discussed at negotiations, but not expressly covered by the terms and conditions of this Agreement, (c) would require an arbitrator to rule on, consider or decide the appropriate hourly salary or incentive rate at which an employee shall be paid or the method by which his/her pay shall be determined, (d) would require an arbitrator to consider, rule on or decide any of the following (i) the elements of a job assignment, (ii) the level, title or other designation of an employee's job classification, (iii) the right of management to assign or reassign work within the respective job titles, and (e) pertains in any way to the establishment, administration, interpretation or application of an insurance pension, savings or other benefit plans in which covered employees are eligible to participate.

D. The arbitrator functioning under this step of the grievance procedure shall have no power to amend, modify, nullify, ignore, add to, subtract from or

delete any provision of this Agreement, and shall confine his/her decision and award solely to the interpretation and application of this Agreement. The arbitrator shall confine himself/herself to the precise issue submitted for arbitration and shall have no authority or power to render a decision or award inconsistent with statutory or appellate decisional law or New York State Public Policy. If the grievance concerns matters not covered by this Agreement, or the procedures contained herein have not been adhered to, said grievance shall be returned to the parties without decision.

E. Expenses for the arbitrator's services shall be borne equally by the Employer and the Association. However, each party shall be responsible for bearing the costs of preparing and presenting its own case. The Employer shall not be held responsible for compensating Association witnesses. If either party desires a transcript of the proceedings, it may cause the transcript to be made, provided it pays for the transcript and makes copies available without charge to the arbitrator and to the other party.

14. MANAGEMENT RIGHTS

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

The above rights of the Employer are not all inclusive, but indicate the type of matters or rights which belong to and are inherent to the Employer. Any and all rights, powers and authority the Employer had prior to entering this Agreement are retained by the Employer, except as expressly and specifically abridged, delegated, granted or modified by this Agreement.

15. NON-DISCRIMINATION

Neither Employer nor Association will discriminate against any employee or applicant for employment, in any matter relating to employment because of age, race, color, creed, national origin, sex, disability, marital status, sexual orientation, military status, or activity on behalf of the Association.

16. MISCELLANY

16.01 Definitions

As used in this Agreement, and except as otherwise clearly required by its context:

A. "Agreement" means this Agreement and each appendix, schedule, amendment or supplement thereto;

B. "Employer" means the County of Madison;

C. "Association" means New York State Nurses Association;

D. "employee" means an employee covered by Section 2.03;

E. "day" means a calendar day;

F. "week" means a calendar week;

G. "month" means a calendar month;

H. "year" means a calendar year;

I. "holiday" means a twenty-four (24) hour period beginning with the start of the day shift commencing on any day enumerated in Section 6.01;

J. "proportionate benefit" or "pro rata benefit" where provided for a part-time employees 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 a fraction whose denominator is the number of hours in such regular employee's normal workweek and whose numerator is the number of hours (including fractions thereof) in the part-time employee's normal workweek;

K. "Department Head" means the Public Health Director or the Sheriff.

16.02 Meetings

Conferences between representatives of the Employer and no more than two (2) representatives of the Association on important matters and other methods of improving the relationship between the parties will be arranged between the parties upon request of either party. Arrangements for such meetings shall be made in advance and shall be held at reasonable hours as mutually agreed upon by the parties. Upon request of either party, the Association's general representative may attend such meetings. Employees acting on behalf of the Association shall suffer no loss of time or pay should such meetings fall within their regular work hours.

The County and the Association agree that any issue of concern to either party will be referred to the labor-management committee for discussion and review. The parties shall discuss the current performance appraisal tool and process during the term of the Agreement.

16.03 Notice to Employees

Employer will provide each employee, at the time of appointment, transfer or promotion, with written confirmation of such personnel action including the job

description, regular compensation rate of the position to which the employee is appointed, transferred or promoted, hours of work and the employee's probationary term, including extension provisions and restoration rights, if applicable.

The Association shall be responsible for printing copies of this Agreement at no cost to the Employer. The Employer shall be responsible for distributing a copy of the printed Agreement to all members of the Association.

16.04 Agreement Construction

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

16.05 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 the Employer may designate by written notice served on the Association.

Any notice required to be served on Association under this Agreement will be mailed to the Association's General Representative by certified mail addressed to the Association 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.

16.06 Separability

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

17. CONTINUATION OF BENEFITS

Except as otherwise provided in this Agreement, the Employer will continue in effect without change during the life of this Agreement all existing benefits heretofore applicable to any employee.

18. EFFECTIVE DATE AND DURATION

This Agreement will be effective from 12:01 a.m. January 1, 2010 and will remain effective until 12:01 a.m. January 1, 2013 and from year to year thereafter unless terminated as provided in Section 19.

19. TERMINATION

This Agreement may be terminated effective 12:01 a.m. on January 1, 2013 by written notice delivered to the other party not later than November 1, 2012 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 November 1. Notice of intent to modify will be equivalent to notice of intent to terminate.

20. REQUIREMENT OF SECTION 204(a) OF THE TAYLOR LAW

IN ACCORDANCE WITH THE PUBLIC EMPLOYEES' FAIR EMPLOYMENT ACT, SECTION 204(a), IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

21. EMPLOYEE ADDRESS AND TELEPHONE NUMBERS

21.01

It shall be the responsibility of an employee to keep the Employer informed of his/her current address and telephone number where he/she can be notified of emergencies, changes in schedules, disciplinary actions, overtime assignments and other matters.

21.02

All employees shall be required, as a condition of continued employment to obtain and maintain an operating telephone in their place of residence. Newly hired employees shall have sixty (60) days from their date of hire to comply with this requirement.

Exceptions to the telephone requirement may be granted by the Department Head or Personnel Officer on the basis of documented financial hardship.

Employee telephone numbers that are unlisted shall be held in strict confidence by the Employer and used for no other purpose than contact by the Employer.

22. DISCIPLINE AND DISCHARGE PROCEDURE

An employee covered by this Agreement who has successfully completed his/her probationary period shall utilize the following procedure for disciplinary and discharge matters in lieu and in place of the procedure specified in Sections 75, 76 and 77 of the Civil Service Law.

Disciplinary action shall include, but is not limited to, written reprimands, suspension, demotion, discharge, fines or any combination thereof or other such penalties as may be imposed by the Employer. A notice of such discipline shall be made in writing and served upon the employee in person or by certified mail with a copy to the Association's local chairperson and County Personnel Officer. A copy of such notice of discipline shall also be sent by certified mail, return receipt requested, to the Association's general representative at the Association's headquarters. The specific acts for which discipline is being imposed and the penalty shall be specified in the notice. If the employee disagrees with the disciplinary action imposed, the employee and/or the Association may submit a grievance at the Stage 2 level of the Grievance Procedure as specified in Section 13 of the Agreement. Failure to submit a grievance within ten (10) working days of receipt of the notice of discipline will constitute acceptance of the imposed penalty by the employee and the Association and the matter will be settled in its entirety. Subject to a mutual written agreement between the Association and the County Personnel Officer, the time limit herein-above specified may be extended.

An employee shall have the right to be represented in disciplinary matters by an Association representative if the employee elects to do so. Nothing contained herein shall be construed as limiting the right of an employee to informally resolve the disciplinary matter by settlement with the Department Head and the employee may waive his/her rights to the procedure as outlined herein. Any settlement agreed upon between the parties shall be reduced to writing and shall be final and binding upon all parties.

No disciplinary action shall be commenced by the County more than three (3) years after the occurrence of the alleged act(s) for which discipline is being considered provided, however, that such time limitation shall not apply where the act(s) would, if proved, in a court of appropriate jurisdiction, constitute a crime.

23. REPORTING EMPLOYEE ABSENCES

Employees are required to report all absences from work to a telephone number designated by their Department Head no later than one (1) hour before the time the employee is expected to report to work. Unreported absences due to snow storms, natural disasters or other major calamities, if supported by reasons acceptable to the Department Head, may be excused and will not result in disciplinary action.

24. REHIRED EMPLOYEES

1. Those employees who voluntarily leave the employment of, or retire from, Madison County and who are rehired to work for the County within one (1) year of termination shall have their accrued seniority restored. There shall be no accrual of seniority while the individual is absent from County employment. An employee who is rehired within the provisions as described above shall have his/her original date of hire adjusted by the subtraction of any time not in the employment of the County. For example, if an employee had an original hire date of January 1, 1975 and left County employment on January 1, 1989 and was subsequently rehired on July 1, 1989, the employee's adjusted hire date would be July 1, 1975 for purposes as they relate to the collective bargaining agreement only.

2. An employee shall forfeit all accrued seniority and have only the status of a new employee if he/she is not rehired in any County department within one (1) year from the date of separation.

3. A per diem employee rehired as a part-time or full-time employee within one (1) year of separation shall return to the step of the compensation rate schedule at which they left. If said employee is rehired after one (1) year from the date of separation, they shall have the status of a new employee.

4. A part-time or full-time employee rehired as a per diem employee shall return to the step of the compensation rate schedule at which they left or job rate, whichever is less.

5. A per diem employee rehired in the same status shall return to the step of the compensation rate schedule at which they left.

6. Except in the case of layoff, an employee rehired under the provisions as described above will begin accruing personal leave, sick leave and vacation leave as if he/she were a newly hired employee. Prior seniority will not be credited towards the accrual of leave time, nor used for the purposes of promotion.

7. When an employee is laid off and is subsequently recalled within one (1) year under this provision, he/she shall begin earning personal leave, sick leave and vacation leave at the level attained prior to layoff.

8. An employee who retires and is subsequently rehired into a full-time position, shall return to the same step of the compensation rate schedule at which he/she left, including level of compensation for years of service. An employee who retires and is subsequently rehired into a part-time or per diem position shall return to the same step of the compensation rate schedule at which he/she left, or job rate, whichever is less.

25. SCHEDULE OF BENEFITS FOR PART-TIME EMPLOYEES

A. Wages

Part-time employees covered by this Agreement shall receive wages equivalent to the hourly rate schedule for full-time employees specified in Schedule A of this Agreement.

B. Holidays

Part-time employees will receive the following holidays annually:

New Year's Day
Thanksgiving Day
Christmas Day

Part-time employees who do not work on a holiday listed above shall receive compensation computed at their regular rate for the number of hours for which they are regularly scheduled to work on a normal workday.

When a part-time employee covered by this Agreement works on a holiday listed above or on any other holiday designated in Section 6.02 of this Agreement, that employee shall receive two and one-half (2½) times the employee's regular compensation rate for all time worked on the holiday. Any unworked hours on the holidays listed above shall be paid at the employee's regular rate. There shall be no additional compensation for the unworked portion of any other holiday listed in Section 6.01.

When a part-time employee works on any other holiday designated in Section 6.01 of this Agreement, that employee shall receive two (2) times the employee's regular compensation rate for all time worked on the holiday.

When a part-time employee does not work on a holiday other than those designated above, that employee receives no compensation.

C. Vacations

Part-time employees covered by this Agreement shall earn vacation leave credit in accordance with the following schedule:

Completed Years of Continuous Service	Days per Year for Part-Time Employees
After 1 year	6 days
After 3 years	7 days
After 5 years	9 days

After 10 years	10 days
After 13 years	11 days
After 14 years and over	12 days

With Department Head approval, part-time employees may accumulate up to twenty (20) vacation days maximum. All other provisions of Section 6.06 and 6.07 of this Agreement shall apply to part-time employees covered by this Agreement. Vacation days are credited on the anniversary date of employment as adjusted in accordance with Section 3.08 of this Agreement.

D. Sick Leave

Part-time employees covered by this Agreement shall earn sick leave credited at the rate of four (4) hours per month of service. Part-time employees may accumulate unused sick leave credits up to a maximum of sixty (60) days. All other provisions of Section 6.08 of this Agreement shall apply to part-time employees covered by this Agreement. For all employees hired after July 11, 1995, sick leave will be credited in the following manner:

	Part-time Accrual
During their first year of employment	2 hours per month
During their second year of employment	3 hours per month
After their second year of employment	4 hours per month

Between November 1 and December 1 of each year of the Agreement, those part-time employees with over sixty (60) days of accrued sick leave may submit a request on a form prescribed and distributed by the Personnel Officer, to the Department Head for "Buy Back" of accrued sick leave up to a maximum of twenty (20) sick leave days per year. Such "Buy Back" will be at fifty percent (50%) of the employee's regular salary or hourly wage and issued in a separate check no later than December 20th of each year of the Agreement and the employee's sick leave accruals will be adjusted accordingly.

E. Personal Leave

Part-time employees shall not receive personal leave.

F. Bereavement Leave

Part-time employees shall be eligible for up to two (2) consecutive regularly scheduled workdays of paid bereavement leave.

G. Health Coverage and Disability Insurance

Traditional Health Plan

The County shall contribute fifty percent (50%) of the premium cost for individual medical coverage. The County shall also contribute twenty-five percent (25%) of the premium cost for individual dental coverage. The employee shall be responsible for the full premium cost for dependent medical coverage and dependent dental coverage.

Cost Control Measures

Part-time employees and their dependents shall not be eligible for double coverage at any time under the County's health insurance plans.

Disability Benefits

Part-time employees covered by this Agreement shall be provided a disability insurance program. The County shall contribute one hundred percent (100%) of the cost of said program.

H. Tuition Refund

Part-time employees shall be eligible for reimbursement for tuition, books and course-related fees as outlined in Section 9.02 and as modified below. Coursework must be job-related or required for a formal job-related degree. The reimbursement rate for a grade of "A" shall be ninety percent (90%). The reimbursement rate for a grade of "B" or "C" shall be seventy-five percent (75%). The maximum total shall not exceed one thousand five hundred dollars ($1,500) per employee in any calendar year. All other provisions of Section 9.02 shall apply to part-time employees covered by this Agreement.

I. Education Differential

The Employer will pay each part-time employee, covered by this Agreement, additional compensation at the rate of one hundred fifty dollars ($150) per year to an employee who holds a baccalaureate degree in nursing and two hundred dollars ($200) to an employee who holds a master of science degree in nursing from an accredited educational institution, providing that such degree is not an absolute requirement of the employee's job description. All other provisions of Section 9.07 shall apply to part-time employees.

J. Cancer Screening Leave

Part-time employees shall be granted up to four (4) hours of paid leave each calendar year for the purposes of his/her own breast cancer screening and/or up to four (4) hours of additional paid leave of his own prostate cancer screening in accordance with New York State Law. Written documentation from a health care provider may be requested by the department head/designee to verify the leave.

26. TOBACCO POLICY

Employees shall not smoke, chew or use tobacco in any form in County buildings or County vehicles.

27. RETROACTIVITY

Employees covered by this Agreement on the active payroll on or after January 1, 2011 shall receive a retroactive payment computed on the difference between the new base hourly rate effective the beginning of the payroll period immediately following ratification and the base hourly rate prior to ratification for each hour actually paid between January 1, 2011 and said payroll period.

EXECUTION

Signed by Employer and Association.

THE COUNTY OF MADISON

By _____

Title Chairman, Board of Supervisors

Date June 29, 2012

NEW YORK STATE NURSES ASSOCIATION

By Nancy Kalish

Title Interim Deputy Executive Director (Labor) Economic and General Welfare Program

Date 6/21/12

SCHEDULE A

REGULAR COMPENSATION RATES

A-1.01 Hourly rates in the Public Health Department and the Sheriff's Department.

2010	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
RN	$20.46	$20.87	$21.29	$21.72	$22.26	$22.71	$23.16	$23.62
PHN	21.45	21.88	22.32	22.77	23.34	23.81	24.29	24.78
RN II	21.48	21.91	22.35	22.80	23.37	23.84	24.32	24.81
PHN II	22.52	22.97	23.43	23.90	24.50	24.99	25.49	26.00
CFC	22.91	23.37	23.84	24.32	24.93	25.43	25.94	26.46

Compensation for Years of Service

2010	A	B	C	D
RN	$24.02	$24.32	$24.57	$24.82
PHN	25.18	25.48	25.73	25.98
RN II	25.21	25.51	25.76	26.01
PHN II	26.40	26.70	26.95	27.20
CFC	26.86	27.16	27.41	27.66

Effective 1/1/2011	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
RN	$21.07	$21.49	$21.92	$22.36	$22.92	$23.38	$23.85	$24.33
PHN	22.09	22.53	22.98	23.44	24.03	24.51	25.00	25.50
RN II	22.12	22.56	23.01	23.47	24.06	24.54	25.03	25.53
PHN II	23.20	23.66	24.13	24.61	25.23	25.73	26.24	26.76
CFC	23.60	24.07	24.55	25.04	25.67	26.18	26.70	27.23

Compensation for Years of Service

Effective 1/1/2011	A	B	C	D
RN	$24.73	$25.03	$25.28	$25.53
PHN	25.90	26.20	26.45	26.70
RN II	25.93	26.23	26.48	26.73
PHN II	27.16	27.46	27.71	27.96
CFC	27.63	27.93	28.18	28.43

Effective 1/1/2012	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
RN	$21.70	$22.13	$22.57	$23.02	$23.60	$24.07	$24.55	$25.04
PHN	22.75	23.21	23.67	24.14	24.74	25.23	25.73	26.24
RN II	22.78	23.24	23.70	24.17	24.77	25.27	25.78	26.30
PHN II	23.90	24.38	24.87	25.37	26.00	26.52	27.05	27.59
CFC	24.31	24.80	25.30	25.81	26.46	26.99	27.53	28.08

Compensation for Years of Service

Effective 1/1/12	A	B	C	D
RN	$25.44	$25.74	$25.99	$26.24
PHN	26.64	26.94	27.19	27.44
RN II	26.70	27.00	27.25	27.50
PHN II	27.99	28.29	28.54	28.79
CFC	28.48	28.78	29.03	29.28

RN = Registered Nurse
RN II = Registered Nurse II
PHN = Public Health Nurse
PHN II = Public Health Nurse II
CFC = Clinical Field Coordinator

Administration of the Hourly Regular Compensation Rate Schedule

1. Regular Rate Increase for 2010, 2011, 2012
   The 2010, 2011 and 2012 hourly rates shall be those rates listed in Schedule A.

   Step movement for the period of this Agreement shall occur as follows:

   Full-time and part-time employees will move to the next step on the next anniversary of their date of hire as adjusted for any unpaid leaves of absence. Step movement shall cease at Step 8 for part-time employees.

   Full-time employees shall receive additional compensation based on years of service with the County in accordance with the schedule below and as reflected in Schedule A.

Step	Years of Service
A	10 years (additional forty (40) cents per hour)
B	15 years (additional thirty (30) cents per hour)
C	20 years (additional twenty-five (25) cents per hour)
D	25 years (additional twenty-five (25) cents per hour)

   Per diem employees working fewer than three hundred (300) hours in the year prior to the anniversary of their hire date shall remain on the same step and shall not receive step movement. Per diem employees working three hundred (300) hours or more in the year prior to the anniversary of their hire date shall receive

step movement in accordance with the above. Step movement shall cease at Step 8 for per diem employees. Notification of hours worked will be provided to the employee semiannually.

2. Hire Rate: New employees shall be placed at the appropriate step based on prior registered nursing work experience in accordance with the following scale:

Years of Directly Relevant Nursing Experience	Points Earned
Less than one (1)	0 points
At least one (1), less than three (3)	2 points
At least three (3), less than five (5)	4 points
Five (5) or more	6 points

Years of Other Nursing Experience	Points Earned
Less than (1)	0 points
At least one (1), less than three (3)	1 point
At least three (3), less than five (5)	2 points
Five (5) or more	3 points

Total Points Earned	Hire Rate
Zero (0)	Step 1
One (1) or Two (2)	Step 2
Three (3) or Four (4)	Step 3
Five (5) or Six (6)	Step 4
Seven (7)	Step 5

Placement on the hiring rate scale will be determined by the Public Health Director subject to final review by the County Personnel Officer.

Verifiable part-time experience will be credited on a pro rata basis. Work experience must have been within seven (7) years of the employee's date of hire and be above and beyond any work experience requirements needed to satisfy the minimum civil service qualifications. The employee will remain at his/her hire rate until the employee has completed at least one (1) calendar year of employment. At the end of the one (1) calendar year of employment, the employee will move to the next step.

3. Promotion
In the event that an employee is promoted on a permanent, provisional, or contingent permanent basis, the employee will move vertically on the hourly rate schedule. The employee placed on one of the steps upon hire will move to the next step upon completion of a total of one (1) calendar year of employment.

4. Certification Payment
Effective January 1, 2008, an employee's hourly rate shall be increased by thirty cents ($0.30) per hour when certification for Madison County IV Infusion, ANA Public/Community Health Clinical Nurse Specialist, Wound Ostomy (WOCN), and/or Diabetic Educator is obtained and written verification is submitted to the Employer. Additional national certifications may be added by mutual agreement.

Employees shall be limited to one certification payment listed above.

When the County pays for the training costs including lodging, meals, books, tuition and/or fees to achieve a certification listed above, and the employee chooses to voluntarily separate from County employment within two years of achieving certification, the following reimbursement schedule shall apply:

Length of Employment After Completion of Certification	Reimbursement of Training Costs
0 to 6 months	100%
Over 6 to 12 months	75%
Over 12 to 18 months	50%
Over 18 to 24 months	25%

JLS/srd
6/14/12

MEMORANDUM OF UNDERSTANDING

BETWEEN
THE COUNTY OF MADISON
AND
THE NEW YORK STATE NURSES ASSOCIATION

Health Insurance Task Force

This Memorandum of Understanding modifies the collective bargaining agreement between the parties dated January 1, 2010 to January 1, 2013.

The County of Madison ("County") and the New York State Nurses' Association ("Association") do hereby agree to the following provisions pertaining to the Madison County Health Insurance Program ("Program").

1. The labor/management Health Insurance Task Force shall meet at the request of the County or any bargaining unit within the County. The Personnel Officer shall be responsible for scheduling the meeting and notifying all parties.

2. The Task Force shall review cost containment data and make recommendations concerning methods for continued cost control.

3. The County agrees to commit adequate human resources for the purpose of explaining and administering Program activities for members of the Association.

4. The County and the Association intend to work cooperatively and in good faith concerning matters and efforts on health care cost containment.

5. The wellness program committee shall be empowered to review data provided by the health insurance carriers or other similar source with regard to health insurance program costs and pertinent health insurance program information. The committee will discuss, develop and implement wellness programs which may include individual and/or group incentives for program participation and achievement. Incentives may include non-monetary recognition and/or rewards of a nominal monetary value.

Signed by Employer and Association.

THE COUNTY OF MADISON	NEW YORK STATE NURSES ASSOCIATION
By _____	By Nancy Kaled
Title Chairman, Board of Supervisors	Title Interim Deputy Executive Director (Labor) Economic and General Welfare Program
Date June 29, 2012	Date 6/21/12

MEMORANDUM OF AGREEMENT

BETWEEN
THE COUNTY OF MADISON
AND
THE NEW YORK STATE NURSES ASSOCIATION

Alternative Work Schedule Positions and Part-Time Weekend Positions

This Memorandum of Agreement modifies the collective bargaining agreement between the parties dated January 1, 2010 to January 1, 2013. Except as modified herein, the collective bargaining agreement remains in full force and effect.

1. The creation of alternative work schedule positions (AWS) and part-time weekend (PTW) positions shall be subject to appropriations by the Madison County Board of Supervisors.

2. As a result of refilling full-time vacancies or creating new full-time or part-time positions, the Employer may schedule up to four (4) AWS and PTW positions outside the normal workweek that include a regular weekend obligation. These schedules may only apply to employees who accept these positions. Nurses working in these positions will be guaranteed a minimum of eight (8) consecutive hours each workday, excluding any meal period. Normal work hours in the alternative schedule are between the hours of 7:00 a.m. and 7:00 p.m.

3. The part-time positions will include a work obligation of a minimum of five (5) days in a pay period, to be determined at time of hire. Said schedule shall include a regular weekend obligation. Job postings will indicate an AWS or PTW schedule.

4. Compensation for work performed on weekends will be according to Section 9.06 Weekend Work: Health Service and Schedule A.

5. Compensation for non-weekend days will be paid according to Schedule A.

6. Benefits for part-time employees will be in accordance with Section 25 Schedule of Benefits for Part-time Employees.

7. In the event that one of these nurses is ill or otherwise unavailable for his/her weekend shift, or on scheduled benefit time off, coverage will be provided by other bargaining unit members per the weekend rotation schedule.

8. Employees working in these positions may volunteer for on-call duty.

9. Issues of concern to either party on any aspect of these positions shall be referred to the labor-management committee.

10. Section 4.05 Layoff in the Non-Competitive Class will be followed when any non-competitive position(s) is/are eliminated. In the case of layoff within the probationary status, length of service from date of hire in the bargaining unit will determine order of layoff with the most current hire being laid off first.

Signed by Employer and Association.

THE COUNTY OF MADISON

By _____

Title Chairman, Board of Supervisors

Date June 29, 2012

NEW YORK STATE NURSES ASSOCIATION

By _____

Title Interim Deputy Executive Director (Labor) Economic and General Welfare Program

Date 6/21/12