

AGREEMENT

BETWEEN

NEW YORK STATE NURSES ASSOCIATION

AND

THE COUNTY OF LIVINGSTON

January 1, 2023 – December 31, 2027

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PREAMBLE

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

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

1. AGREEMENT SCOPE

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

2. ASSOCIATION STATUS

2.01 Recognition

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

2.02 Association Membership

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

2.03 Association Dues Deduction

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

With dues and agency shop fee deductions described in Section 2.04, the Employer will provide a profile for each member of the bargaining unit including name, address, date of hire, social security number and title. The Employer shall notify the Association of new hires and terminations.

Once the funds are remitted to the Association, their disposition, thereafter, shall be the sole and exclusive obligation and responsibility of the Association.

2.04 Agency Shop Fee Deduction

Employer will, for each employee who, by written and signed direction on an association provided payroll deduction will deduct Association dues under Section 2.03 Association Dues Deduction or who otherwise has been designated by the Association as being a member, deduct from the wages due such employee in any month an agency shop fee equal to the regular dues fixed by Association for such month. The agency shop fee deduction will be forwarded to the Association every month.

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

2.05 Association Business: Local Representative

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

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

NYSNA will provide to the Employer the names and Association titles of all Association officers and representatives who are County Employees. Notice shall be provided to the Personnel Officer thirty (30) days following election or confirmation of appointment to such a position.

2.06 Association Business: General Representative

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

2.07 Association Business: Bulletin Board

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

2.08 Association Business: Paid Attendance at Meetings for Employees

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

Two (2) employees, designated by the Association, shall be given a maximum of eighty (80) hours leave with pay to attend the negotiating meetings, mediation and fact finding sessions between the Association and the Employer. Employees shall be paid for time actually spent in such meetings or traveling to and from same, provided such time is within their normal working hours.

3. EMPLOYEE STATUS

3.01 Qualifications

Each employee must be licensed or otherwise lawfully authorized to practice as a registered professional nurse in New York under New York law. Employer will, as soon as practicable, check and record the registration of each new employee at the time of employment and will check and record the registration of every employee biennially. It is the responsibility of the employee to maintain his/her New York State nursing license in good standing throughout employment. No employee shall perform nursing services requiring a license if his/her license has lapsed or is otherwise invalid for the service(s) to be performed. In the event an employee does perform services inconsistent with a lapsed or otherwise invalid license, the employee may be subject to disciplinary action up to and including termination of employment.

Upon the lapse of licensure or start of a license restriction that impairs an employee's ability to perform his/her job duties, the nurse must immediately cease performing nursing services that are inconsistent with the license status and report this situation in writing to the Public Health Director. If this is the first occasion this has occurred for the employee, the employee will be placed on a leave of absence without pay for a period of up to thirty (30) calendar days until the lapse or restriction has been resolved. The employee will be reinstated to duty if the licensure issue is cured within this period of time, and no disciplinary action will be taken toward the employee. If, however, the licensure issue is not cured within this period of time, the employee's employment will be terminated. If this is not the first occasion when there has been a lapse or restriction in the employee's license that impairs his/her ability to perform job duties, the employee may be subject to disciplinary action up to and including termination of employment. In the event termination is not sought, the employee will be given the same opportunity to cure the issue as specified above, but the employee may also be disciplined.

3.02 Classifications

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

3.03 Regular Employee

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

3.04 Part-Time Employee

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

3.05 Per Diem Employee

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

3.06 Temporary Employee

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

3.07 Probationary Period

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

All Competitive Class employees will be subject to the Civil Service Law and Rules as they apply to the Competitive Class during any probationary period without recourse to this agreement, but will otherwise be covered by this agreement during their probationary period.

New Non-Competitive Class employees will be subject to demotion, suspension, or other discipline or discharge at the Employer's sole discretion without recourse to this agreement during their probationary period, but will otherwise be covered by this agreement during their probationary period.

3.08 Post-Probationary Discipline

The Employer or its representative may suspend, dismiss or discharge an employee for proper and just cause. When any disciplinary action is taken, the employee shall be informed, in writing, of the reason for such action. Copies of the written communication to the employee shall also be mailed within one (1) business day to the Association's local and general representatives. When an employee is verbally informed of such action, the written communication shall be mailed to the employee within one (1) business day. Upon request of the involved employee, an Association representative may be present during any discussion/interview which the employee reasonably believes might result in disciplinary action, unless such meeting is for the sole purpose of notifying an employee of predetermined disciplinary action. If it is believed that the penalty was not for proper and just cause, the matter may be brought up in accordance with the grievance procedure provided for in this agreement.

3.09 Seniority: Acquisition

A regular and part-time employee shall acquire seniority. Temporary and per diem employees do not acquire seniority, except as otherwise provided in the final paragraph of this section. Seniority means the length of continuous employment by Employer in a regular, and/or part-time position covered by this agreement, and in employment described below and in MOA 1 attached to this agreement.

If an employee with seniority transfers directly to another full-time, permanent position outside the NYSNA unit with the County without a break in service, and then subsequently transfers directly back to a regular, or part-time position in the NYSNA bargaining unit without a break in service, the period of absence from NYSNA bargaining unit employment will be treated as continuous service within the NYSNA bargaining unit for purposes of accrual of seniority.

If an employee with seniority transfers directly to a temporary NYSNA bargaining unit position without a break in service and then subsequently transfers directly back to a regular, or part-time position in the NYSNA bargaining unit without a break in service,

the period of temporary employment will be treated as continuous service within the NYSNA bargaining unit for purposes of accrual of seniority.

3.10 Seniority: Retention Following Lay Off

If a regular, or part-time employee is laid off and is reinstated to a regular, or part-time position within one (1) year from the date of layoff, the period of absence from employment will be treated like a leave without pay and will not be treated as a loss of seniority under Section 3.11 Seniority: Loss.

3.11 Seniority: Loss

An employee will lose seniority by:

- a. resignation,
- b. retirement,
- c. discharge,
- d. a layoff exceeding one (1) year (see Section 3.10 Seniority: Retention Following Lay Off),
- e. leaving a position in the NYSNA bargaining unit except as otherwise provided by Section 3.09 Seniority: Acquisition of this agreement,
- f. moving to a per diem position in the NYSNA bargaining unit, or
- g. moving to a temporary position in the NYSNA bargaining unit, except as otherwise provided in Section 3.09 Seniority: Acquisition.

3.12 Seniority: Application

Seniority acquired in accordance with Section 3.09 Seniority: Acquisition will apply to (a) layoff and recall for non-competitive class employees, (b) vacation time selection, (c) promotion (if all else is equal), and (d) benefits which are connected to the employee's period of employment. In vacation time selection, seniority will be subject to Employer's operating requirements.

3.13 Seniority: Lists

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

3.14 Non-Competitive Permanent Vacancies

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

3.15 Job Posting

Whenever there is a vacancy or a new position is created in a non-competitive title covered by this agreement, the Department of Health will make a good faith effort to post a notice regarding the vacancy in one location within the main Department of Health office for a period of ten (10) work days. The posting shall include the position title and status (temporary/FT/PT/PD). Disputes regarding this section shall not be subject to the grievance and arbitration sections of this agreement.

4. WORK TIME

4.01 Normal Workday

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

Employees may be required to upload and download information through the use of a computer from their homes. Such activities normally require a very brief period of employee activity which is recognized as de minimis and is not compensable work time. If in an unusual circumstance, such activity requires more than a de minimis period of time, but less than fifteen (15) minutes, the time spent shall be considered an offset against the paid meal period. If such activity requires more than fifteen (15) minutes of employee activity in a day, the employee shall report this time, explain the circumstances which required extended employee activity, and the time in excess of fifteen (15) minutes shall be compensable work time. "Employee activity" as used herein means those periods of time during which an employee is actively involved in the operation of the computer. "Employee activity" does not include periods of time during which the computer is conducting uploading or downloading operations without the need for an active operator.

4.02 Normal Workweek

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

4.03 Work Obligation: Employee

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

4.04 Work Schedules

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

4.05 Layoff

- A. A layoff may be for any number of days or weeks or may be indefinite. The Employer will give affected employees and the Association at least twenty (20) workdays' notice of a layoff. The Employer will provide a written statement with the notice detailing the fiscal necessity or lack of work responsible for any layoffs.
- B. For purposes of this article, "employment status" means regular, part-time or per diem employment.
- C. If the Employer determines that a layoff is appropriate, the Employer will determine which positions (title and employment status) and the number of such positions to be deleted.
- D. This section applies only to competitive class employees. Layoffs of employees in the competitive class shall be done in accordance with New York State Civil Service Law and Livingston County Civil Service Rules. In addition, if an employee is

- unable to bump/retreat within the competitive class, he/she shall be permitted to bump into the non-competitive class as described in 4.05 Layoff (F).
- E. This section applies only to non-competitive class employees. Layoffs of employees in the non-competitive class shall occur within job title and employment status. The Employer will lay off temporary employees before permanent employees are displaced. The Employer may exercise discretion in determining the order in which temporary employees are laid off. Regular and part-time employees will be displaced in inverse seniority order (least senior first). Per diem employees will be laid off in inverse order of hire (last in, first out).
- F. Laid off per diem employees and temporary employees in the non-competitive class have no bumping rights. Laid off per diem and temporary employees in the competitive class will have no bumping rights unless they are provided by the New York State Civil Service Law and/or Livingston County Civil Service Rules. Other employees laid off pursuant to sections 4.05 Layoff (D) and (E) will have bumping rights described herein.
1. The Employer will provide a notice regarding potential bumping/layoff rights to these employees and all other non-competitive class employees who have less seniority than the most senior displaced employee. The Employer will place the notice in each employee's departmental mailbox and also send by first class mail to the employee's last known address. The notice will be dated the day of mailing, and will describe all potential bumping/layoff options. These options will include bumping to any non-competitive class title and employment status, (ex. Full-time to part-time or part-time to full-time providing the employee is willing to work those hours and has more seniority than the employee being bumped) or accepting layoff. The employee must indicate on the notice which options are acceptable and the order of preference if more than one option is selected. Failure to accept any option will be deemed an election to accept layoff. Employee elections and preferences must be received by the Public Health Director no later than ten (10) calendar days from the date of the notice or they will not be considered. Failure to return the notice by the deadline will be deemed an election to accept the layoff.
 2. For purposes of this subsection only, "displaced employees" will include all permanent regular and part-time employees who are initially displaced and those who are displaced as the result of bumping. Any displaced employee whose first preference is to accept the layoff will be laid off. Displaced employees who wish to bump may only bump another if they have greater seniority than the bumped employee. The Employer will review the returned notice/election of the most senior displaced employee who wishes to bump and will accommodate his/her elections in order of preference based on seniority, to the extent possible. The Employer will then proceed to the next most senior displaced employee who wishes to bump and follow the same procedure. This process will continue until all displaced employees who wish to bump have been considered and accommodated to the extent possible. If none of the employee's bumping preferences can be honored, the employee will be laid off.
- G. **Accruals of Laid off Employees.** Laid off employees may choose one of the following options: (1) receive payment for accumulated, unused compensatory time, vacation and personal leave, or (2) retain such accruals for up to six (6) months with

reinstatement of the accruals if the employee is recalled during this period. Employees who choose option 2 must provide written notice to the Public Health Director no later than their last day of employment. If such notice is not provided, the employee will be paid for these accruals. If an employee selects option 2 and is not recalled within six (6) months, the Employer will provide payment to the employee for the retained accruals. An employee who chooses option 2 may request payment of retained accruals at any time during the six (6) month period following layoff. An employee who is laid off and rehired within one (1) year in any position in this unit will have any other unused accruals restored.

4.06 Recall Rights:

Recall rights for competitive class employees will be as established by New York State Civil Service Law and the Livingston County Civil Service Rules. The remainder of this section applies only to noncompetitive class employees.

Notification of recall of non-competitive class employees shall be sent to the employee by registered mail or certified, return receipt requested, to the employee's last known address and to the Association. If there is a change of address, the employee shall notify the Personnel Office. The employee will have five (5) workdays from the postmarked date of the recall notice to inform the Employer of his/her intentions to accept the recall or refuse the recall. If the recalled employee does not respond within this five (5) workday time frame without good cause the Employer may move to the next person on the preferred list. If there is no one else on the preferred list the Employer may take whatever steps are necessary to fill the position.

If an employee responds after the five (5) business days with a good cause explanation for why he/she did not respond within the five (5) business days, the Employer will reinstate the employee to the preferred list for future positions. The Employer may, in its sole discretion consider an employee who provides a good cause late response to a recall notice for the position(s) subject to the recall notice. The Employer's exercise of discretion as described in the immediately preceding sentence shall not be subject to Article 13 Grievance Procedure of this Agreement.

If the employee accepts the recall, the employee will have at least eleven (11) workdays from the date he/she received notice to return to work.

Employees shall remain on a preferred list for a period of four (4) years or until one of the following events, whichever occurs first: (1) the employee is reinstated, (2) the employee declines reinstatement, or (3) the employee fails to respond to a recall notice within the time frame specified in this section, except as provided above.

5. MONETARY BENEFITS: COMPENSATION FOR TIME WORKED

5.01 Base Compensation Rate

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

5.02 Premium Compensation Rate: Overtime Work

An employee will receive one and one-half (1-1/2) times the employee's base compensation rate for all time worked in excess of eight (8) hours per day or forty (40) hours per week in any payroll week. For the purposes of this section, a holiday,

personal day and vacation day not worked shall be considered time worked, but a sick leave day shall not be so considered in the calculation of overtime.

A nurse may choose to receive an equivalent amount of compensatory time in lieu of cash payment following overtime work. An employee's accumulated compensatory time may not exceed forty (40) hours. In the event the employee reaches the maximum accumulated time he/she shall be paid for the overtime worked. Staff must notify the SPHN of his/her desire to use compensatory time prior to the date(s) they wish to take off. Compensatory time will be granted by a supervisor based on operating requirements.

5.03 Premium Compensation Rate: Holiday Work

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

5.04 Pay Period

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

6. MONETARY BENEFITS: COMPENSATION FOR TIME NOT WORKED

6.01 Holidays: Designation

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

| | |
|-------------------------------|---------------------------|
| New Year's Day | Veterans' Day |
| Martin Luther King's Birthday | Columbus Day |
| Presidents' Day | Two (2) Floating Holidays |
| Memorial Day | Thanksgiving Day |
| Juneteenth | Christmas Day |
| Independence Day | |
| Labor Day | |

Part-time employees will receive a proportionate benefit under this section.

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

The Floating Holidays shall be scheduled during the year as requested by the employee subject to the approval of management. Approval shall not be unreasonably or arbitrarily denied. Floating holidays must be used in full-day increments. The parties acknowledge that part-time employees receive prorated floating holidays. For example, an employee who works three (3) days of a five (5) day workweek accrues each floating holiday at the rate of 4.8 hours. The parties agree that part-time employees must use one prorated day of holiday accruals as a single unit.

If an employee moves from a part-time position to regular employment with prorated floating holiday hours, the floating holiday hours will be converted to an equivalent amount of personal leave at that time. For example, if the employee has a four-hour floating holiday at the time of his/her regular employment, the holiday hours will be converted to four (4) hours of personal leave. If the employee has a fractional hour, that fractional hour shall be rounded to the nearest full hour. (Hours of 5/10^{ths} or greater shall be rounded up to a full hour and hours of less than 5/10^{ths} shall be rounded down.) For example, if an employee has a 4.8-hour holiday, the amount will be rounded to five (5) hours of personal leave, but if an employee has a 3.2-hour holiday, the amount will be rounded down to three (3) hours of personal leave.

6.02 Holidays: Compensation

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

A per diem employee who works on any contractual holiday shall receive an additional two dollars and fifty cents (\$2.50) per hour for all such work, effective upon ratification of this agreement the differentials will be increased to five dollars (\$5) per hour. (It is understood that for purposes of this paragraph, working on the specified holidays means working on the legally designated date of the holiday regardless of the day of the week on which regular employees celebrate the holiday.)

6.03 Holidays: Entitlement

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

6.04 Holidays: Scheduling

If a holiday falls in an employee's vacation, the vacation will be extended one (1) workday. Holidays which fall on Saturdays or Sundays will be celebrated on either Monday or Friday, except for AWS employees who shall be entitled to celebrate on the actual holiday when it falls on a weekend day. In the event a holiday falls on an AWS employee's regular day off he/she shall celebrate the holiday on the closest workday in the same workweek.

An AWS employee will be permitted to celebrate a holiday on an alternate day within the same work week if he/she makes a written request to his/her supervisor and the supervisor grants the request. Such request shall be made in writing at least two (2) weeks but no more than four (4) weeks prior to the holiday week. The denial of such a request may be appealed to the Public Health Director within two (2) working days of the denial. The Public Health Director's decision will be final and binding and not subject to grievance and arbitration.

The Employer will publish a list in January of each year indicating the days to be celebrated as holidays that year.

6.05 Vacations

Regular employees shall receive vacation in accordance with the following schedule based upon their years of continuous employment:

| Period of continuous employment | Vacation Days |
|---------------------------------|---------------------|
| 1-4 years | 15 days each year** |
| 5-24 years | 20 days each year |
| 25 or more years | 25 days each year |

**5 days of this vacation may be used after 6 months of continuous employment.

Part-time employees will receive a proportionate benefit.

A. Proration of Vacation Accruals for those with Unpaid Leaves.

Regular employees who are not actively at work (not counting paid time off) for more than thirty (30) normally scheduled working days for any reason during their vacation year shall receive vacation days prorated based upon the percentage of the year actually worked.

B. Employee Accrual Carryover.

All employees may carryover up to sixteen (16) hours of vacation into the following anniversary year.

C. Vacation – Payment in Lieu of

An employee who has accrued at least one hundred twenty (120) hours of vacation may elect to be paid for up to forty (40) hours of vacation in lieu of time off. Employees wishing to make this election must inform the Public Health Director of their election at least two (2) weeks prior to the date on which payment is desired. All such vacation hours must have already been earned before payment is made.

6.06 Vacations: Pay

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

6.07 Vacations: Scheduling

The vacation period will be the entire year and an employee will, subject to the Employer's operating requirements, have his or her choice of vacation time. Vacation may be used in segments of not less than one (1) hour. Once a minimum of one (1) hour of vacation is utilized on a particular day an employee may take additional increments of one-half (1/2) hour. When such days are taken in two segments, compensation of the paid lunch period will be credited on only one of the two segments.

6.08 Vacations: Terminal

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

6.09 Sick Leave: Amount

On the first day of the payroll period following the first two (2) months of continuous service, a regular full-time employee will be credited with paid sick leave at the rate of one (1) day per month of active employment to a maximum of one hundred sixty-five (165) days. An employee on sick leave will be paid at the employee's then regular compensation rate. A part-time employee will be entitled to a proportionate benefit under this section. Sick leave may be used in segments of not less than one (1) hour. Once a minimum of one (1) hour of sick leave is utilized on a particular day an employee may take additional increments of one-half (1/2) hour. When such days are

taken in two segments, the paid lunch period will be credited on only one of the two segments.

An employee may use up to five (5) days of this sick leave per calendar year for the illness or doctors' appointments of the employee's spouse, parent or child. (This provides for a total of five (5) days to be used among these relatives. For example, an employee could take one (1) day for a spouse, one (1) day for a parent and three (3) days for children.) An employee requesting sick leave use for these purposes must indicate "family illness or appointment" when making the request for this leave and note such on his/her timecard or equivalent time recording document. The Employer may require medical documentation of the illness or appointment.

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

6.10 Bereavement Leave

Each employee will receive a paid leave of absence of up to three (3) workdays at the employee's regular compensation rate, in connection with death of the employee's father, mother, brother, sister, spouse, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, grandchild, or other relative who is a member of the employee's household. Any paid leave under this section may be extended at the discretion of the department head.

6.11 Personal Leave

Each full-time employee covered by this agreement shall become eligible for five (5) personal leave days on January 1 of each year. Each new full time employee hired prior to July first (1st) shall become eligible for five (5) personal days after six (6) months of employment. New employees hired on or after July first (1st) shall become eligible for one (1) personal leave day after two (2) months' continuous service as a regular full-time employee and will receive one (1) personal leave day on the first (1st) day of each full quarter for the remainder of the calendar year. On January 1 of the second (2nd) year, they shall qualify for a maximum of five (5) days.

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

Personal leave may be used in segments of not less than one (1) hour. Once a minimum of one (1) hour of personal leave is utilized on a particular day an employee may take additional increments of one-half (1/2) hour. When such days are used in two segments, the paid lunch period will be credited on only one of the two segments.

Part-time employees receive personal leave on a pro-rata basis for hours worked in the previous year. If this results in the part-time employee accruing a fractional hour of personal leave, the hour will be rounded to the nearest full hour. (Hours of 5/10^{ths} or greater shall be rounded up to a full hour and hours of less than 5/10^{ths} shall be rounded down.) If a part-time employee becomes a regular employee, he/she earns additional personal leave during the calendar year as follows: one (1) day of personal

leave on the first day of each full quarter; however, in no event will an employee earn more than five (5) days of personal leave per year.

On January 1st of each year, any unused personal leave from the previous year shall be converted to and credited to the employee's accumulated sick leave.

6.12 Jury Duty Leave: Amount

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

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

6.13 Meal Period

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

6.14 Proportionate Benefits for Leave Time

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

6.15 Snow Day Policy

A. Definition of Snow Day.

A "snow day" occurs when all Livingston County roads are closed by the Livingston County Sheriff due to severe inclement weather or other County-wide disaster. A snow day shall last from the time the Sheriff announces that the roads are closed until one hour after the Sheriff announces that the roads are open.

B. Employee Responsibilities on Snow Days.

There are two groups of employees: (1) essential employees, and (2) non-essential employees. Essential employees will be designated by the Public Health Director, and a list of essential employees will be posted in the Department. Essential employees may be designated by job titles or employee names. The lists may be modified by the employer as needed. All employees/job titles not on the list are non-essential employees. If the Public Health Director does not post a list, all departmental employees are non-essential. Copies of essential employee lists shall be provided to the NYSNA local Chairperson for information purposes by the Public Health Director upon creation or revision.

Essential employees are required to report as scheduled for duty on all snow days. Non-essential employees are not required to report for duty on snow days.

C. Compensation on Snow Days.

1. Employees Who Work. An employee who works on a snow day shall receive normal pay for all time worked as provided under the NYSNA contract.

2. Employees Reporting to Work within One-half Hour. If an employee makes diligent efforts to report to work on time, and reports to work within one-half (1/2) hour of his/her scheduled start time, the employee will be paid for the missed time as if he/she had worked.
3. Employees Reporting to Work more than One-half Hour Late.
 - a. **Essential Employees.** If an essential employee reports to work more than one-half (1/2) hour late, the employee will not be paid for the missed work time unless he/she made diligent efforts to report on time, but could not. If an essential employee made diligent efforts, he/she must choose a payment option for all of the missed work time.
 - b. **Non-essential Employees.** Non-essential employees who report to work more than one-half (1/2) hour late must choose a payment option for all of the missed work time.
4. Employees Leaving Work Early – Personal Choice. If an employee leaves work early by his/her own decision, with authorization from the employee's supervisor, the employee must choose a payment option for the missed work time. If an employee leaves work without authorization, the employee will not be paid for the missed work time.
5. Employees Leaving Work Early – County's Choice. If an employee is directed to leave work early by the Public Health Director or his/her designee, the employee will be paid for his/her entire scheduled work shift as if he/she had worked.
6. Employees who Fail to Report for Work.
 - a. **Essential Employees.** If an essential employee fails to report to work, the employee will not be paid unless he/she made diligent efforts to report to work, but could not. If an essential employee made diligent efforts to report, he/she must choose a payment option for the missed work time.
 - b. **Non-essential Employees.** Any non-essential employee who fails to report to work for any part of the scheduled shift must choose a payment option for the missed work time.
7. Employees Required to Work Beyond End of Shift. Any employee who is required by the County to work beyond the end of his/her shift shall be paid for all time worked pursuant to this Agreement. Any breaks or rest periods of less than five (5) hours in duration which the employee spends at the workplace between active periods of work shall be treated as time worked; however, any meal periods which are normally unpaid, shall continue to be unpaid.
8. Payment Options for Missed Work Time. An employee who misses work time and must choose a payment option may choose from among the following:
 - a. **Flex Time.** The employee may request to work at another time during the same pay period as the snow day. Such a request will be considered by the Department Head in his/her sole discretion. If a flex time request is denied, the employee must choose another payment option.

- b. **Leave Accruals.** Employees may use any one or more of the following accruals in order to receive pay for missed work time: vacation, personal leave, floating holidays, and sick leave.
- c. **Authorized Absence without Pay.** An employee with leave accruals may elect to forego pay for the missed work time. An employee without leave accruals will not receive pay for the missed work time.

D. Excusing Absence/Tardiness.

- 1. Essential Employees. The absence or tardiness of an essential employee will be excused if the employee made diligent efforts to report to work as scheduled but was unable.
- 2. Non-Essential Employees. The absence or tardiness of a non-essential employee will be excused on snow days.

E. Diligent Efforts to Report to Work.

Any employee who claims that he/she made diligent efforts to report to work as scheduled shall complete a "Diligence Statement" and submit it to the Public Health Director within one (1) week from the date of the snow day. Diligence Statement forms will be supplied to employees by the Public Health Director upon the employee's request.

F. Illness or injury on Snow Day.

If an essential employee is unfit for duty on a snow day due to his/her own illness or injury, the employee must provide a statement from the employee's health care professional which indicates that in that professional's opinion, the employee was unfit for work on the snow day. If the employee provides such a statement within two (2) business days after the snow day, the employee will be permitted to use sick time for the absence. If an employee is on a pre-approved medical or FMLA leave of absence on the date of the snow day or if the employee was absent on the day preceding the snow day due to his/her illness or injury, the employee will not be required to provide a health care professional statement in order to use sick time for the absence. ("Health care professional" as used herein means a doctor, registered physician's assistant, nurse practitioner, or other medical professional authorized by New York State Law to diagnose and treat medical conditions.)

G. Authorization to Send Employees Home.

The Public Health Director, or his/her designee, is authorized to direct employees to leave work early on a snow day only if he/she has received express authorization from the County Administrator or, in his absence, from the Chairman of the Board of Supervisors.

H. Announcement of Road Closings.

The County will designate certain radio and/or television station(s) for the announcement of County-wide road closings. The County will make a good faith effort to provide information regarding such road closings to the designated station(s) promptly after such closings take effect. The County will request that such station(s) announce the road closings, but shall have no responsibility for insuring that such

announcements take place or for the accuracy of such announcements. Neither the timing of a public announcement nor the failure to announce shall have any effect on when a snow day occurs.

Designated Radio Stations

| | |
|---------|------|
| 93.5 FM | WDNY |
| 1400AM | WDNY |
| 1140AM | WCJW |
| 1040 AM | WYSL |
| 1180AM | WHAM |

Designated TV Stations

WROC Channel 8
WHEC Channel 10
WHAM Channel 13

7. MONETARY BENEFITS: INSURANCE

7.01 Statutory Insurance

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

7.02 Health Insurance

A. Contractual Coverage: This section (7.02A) shall apply only to regular and part-time employees, hereinafter referred to as "contractually eligible employees." The Employer will provide the following health insurance options: the Livingston County Premium Plan ("Premium" plan), the Livingston County Standard Plan ("Standard" plan) or other reasonably comparable health insurance options. Effective March 31st, 2023, any employee currently enrolled in the Premium plan shall be eligible to continue premium payments at their current contribution rate. Any employee not currently enrolled in the Premium plan shall not be eligible to enroll in the Premium plan. Contributions towards coverage, as outlined in the chart below, are for the Standard plan except for any employee currently enrolled in the Premium plan.

The employee will be eligible for either individual or dependent coverage if the employee qualifies for dependent coverage under such contract of insurance.

Contributions toward the cost of Standard plan coverage shall be as follows for contractually eligible employees' coverage:

| Most Recent Date of Hire to Benefit Eligible Position | Regular Employee | Part-time Employee |
|--|--|--|
| After November 1989 but on or before September 11, 2013 | Employer pays 80%. Employee pays 20%. | Employer pays 80% X (Number of hours scheduled to work per week ÷ 40). Employee pays remaining premium. |
| After September 11, 2013 (effective as of 1/1/2023) | Employer pays 75% Employee pays 25% | Employer pays 75% X (Number of hours scheduled to work per week ÷ 40). Employee pays remaining premium. |

Employees shall pay their contributions through payroll deductions.

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

The Employer agrees to pay annually to contractually eligible employees in the first payroll processed on or after December 1 for the previous twelve (12) months a payment of one thousand one hundred dollars (\$1,100.00) for dropping individual coverage and thirteen hundred fifty dollars (\$1,350.00) for dropping family or dependent coverage, whichever is currently provided to the employee. Such employees may resume coverage during open enrollment periods or upon a change in familial or economic status. New contractually eligible employees who become eligible for health insurance benefits during the twelve (12) month period preceding the drop payment date but who forego this benefit, will be entitled to a prorated drop payment. Other contractually eligible employees who drop coverage less than twelve (12) months prior to the December 1 drop payment date will also be entitled to a prorated drop payment. Contractually eligible employees that elect payment in lieu of health insurance will receive, upon termination, a prorated amount for all days the employee did not receive health insurance coverage from the Employer in that calendar year.

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

Retiring contractually eligible employees with at least twenty-five (25) years of continuous service are eligible for health insurance coverage at the same rate contractually eligible employees are paying for individual coverage on the effective date of retirement. Dependent coverage is available by paying the full cost of the difference directly to the Livingston County Treasurer's Office on a timely basis. Plan options for eligible retirees under age 65 will be the same as those provided for active employees. Plan options for eligible retirees age 65 or older will be Medicare Blue Choice for in-network retirees, Supplemental F with Simply Prescriptions for out-of-network retirees, or other reasonably comparable health insurance options.

In the event a retiree with Employer health insurance permanently relocates to an area in which the health insurance plans provided by the Employer to retirees do not provide coverage, the retiree may purchase a health insurance plan in the new service area and the Employer will reimburse the cost of such health insurance plan up to, but not exceeding, the amount the Employer pays for its other retiree health insurance plans. Employees hired after January 1, 1992 will not be eligible for the Health Insurance Retirement Benefit described in this paragraph.

- B. If a contractually eligible employee with Employer health insurance dies in service, and that coverage applied to one or more of the employee's surviving family members, coverage will be continued for a period of three (3) calendar months following the employee's death. The surviving, covered family members may not make any changes in coverage that would increase the cost of such coverage. If under the terms of the health insurance plan a family member becomes ineligible to continue participation in the plan during the three (3) month extension period, that family member's coverage will be discontinued as required by the plan. The Employer will pay the full cost of the coverage for the extension period described in this paragraph. The parties understand and agree that the Employer may modify the level of coverage (e.g. two {2} person coverage to individual coverage) as appropriate. This paragraph shall not modify the COBRA rights of covered surviving family members of the employee.
- C. Coverage Pursuant to the Patient Protection and Affordable Care Act. Except as otherwise provided in section 7.02A, offers of coverage will be provided to employees who qualify as full-time employees under the Patient Protection and Affordable Care Act ("ACA") for an applicable stability period. This section describes the coverage to be provided to such employees (hereinafter referred to as "ACA eligible employees").

ACA eligible employees shall be eligible to participate in the Livingston County Standard Plan or a substantially equivalent plan. Employees may elect any level of coverage offered under the plan that is appropriate for the employee and his/her family, if applicable. As used herein, "level of coverage" means individual coverage, family coverage and other available levels of coverage.

ACA eligible employees who elect coverage following an offer of coverage from the Employer will be responsible for paying one hundred percent (100%) of the established premium equivalent ("premium") for the level of coverage selected. Premium contributions will be deducted from the employee's pay. If the employee does not have sufficient pay to cover health insurance deductions, the employee will be responsible for making timely payment of health insurance premiums to the Livingston County Treasurer's Office. Failure to make appropriate payments will result in cancellation of insurance coverage.

An ACA eligible employee and his/her spouse shall not be eligible for double health insurance coverage under the Employer's plan. If both spouses are employed by the Employer, then they shall be eligible for only one (1) coverage policy.

Notwithstanding anything in this Agreement to the contrary, if legislation, regulatory action or other official guidance or judicial interpretation (hereinafter "legal authority") requires the County to provide health insurance benefits in circumstances not required under this agreement, the County shall comply with this legal authority.

The term "requires" includes circumstances where non-compliance with applicable legal authority would result in, or potentially result in, new and/or additional costs to the County with respect to the health insurance it makes available to bargaining unit members. Compliance with this legal authority shall not be considered precedent-setting, past practice, a modification of the collective bargaining agreement or a waiver for any other circumstance.

In the event that applicable legal authority is modified, repealed or otherwise changed, and such action reduces or repeals the County's obligations with respect to providing health insurance benefits to bargaining unit employees and/or their family members, the County may modify or eliminate such benefits consistent with the change in applicable legal authority so long as such modification or elimination does not result in the provision of lesser health insurance benefits than provided by section 7.02A and B of this Agreement.

- D. The parties agree to immediately reopen negotiations with respect to health insurance (7.02), at the request of either party, in the event that legislative, regulatory action or other official guidance or judicial interpretation occurs that would impose or potentially impose new and/or additional costs for health insurance on the County or bargaining unit members.
- E. High Deductible Health Plan. The Employer may add a new voluntary health insurance option involving a high deductible health plan that may be combined with a health savings account ("HSA") and/or a health reimbursement account ("HRA"). The Employer shall have sole discretion to determine whether to offer such plan(s) and, if it chooses to do so, to determine and establish the details of the plan(s). If the Employer chooses to introduce such an option, the Employer will provide NYSNA with at least sixty (60) calendar days advance written notice of the option before the option is made available to employees. This notice shall include a description of the plan. This option will be in addition to the current plan options. In the event such an option is offered and an employee elects to participate in this option, the employee may leave the plan and enroll in the Standard plan or a substantially equivalent health insurance option during an open enrollment period or within thirty (30) days of the occurrence of a qualifying event.
- F. Health Risk Assessment. The Employer may establish a financial incentive of one hundred dollars (\$100) in value for unit employees who complete a voluntary County health risk assessment. This may be limited to unit employees who have County health insurance. The Employer will have sole discretion to determine the details of the incentive. The assessment will be conducted by an entity other than the County. The entity shall be selected by the County in its sole discretion. This entity shall not provide the County with health information regarding specific employees obtained through the assessment; however, the entity may provide aggregate health data to the County and may inform the County of the identity of persons who participated in the health risk assessment.

7.03 Professional Liability Insurance

Employer will provide professional liability insurance for each regular and part-time employee in the amount of one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate. This coverage is provided twenty-

four (24) hours daily for employees carrying out Public Health Department duties. The Employer will pay the full cost of such insurance for regular and part-time employees.

7.04 Dental Insurance

Effective July 1, 2023, the County will offer dental insurance benefits to eligible employees as follows:

1. Eligibility. All full-time employees shall be eligible for dental insurance on the first day of the month following one full month of employment. (For example, if an employee starts on January 26, the employee will be eligible for dental effective March 1.)
2. Enrollment. To receive dental insurance benefits, eligible employees must submit a completed enrollment form to the County Human Resources Department:
 1. At least one month prior to initial eligibility under this agreement;
 2. During a subsequent open enrollment period; or
 3. Following initial eligibility, at the time of any other qualifying event for enrollment in accordance with the applicable health insurance plan and/or relevant State or Federal Law.
3. Plan Options. The Employer will provide Excellus Dental or another equivalent dental insurance option to employees. The Employer will provide both single coverage and family coverage options. An employee or his/her spouse and/or family members shall not be eligible for double dental insurance coverage under the County's plan. The Employer, at its sole discretion, may change dental insurance providers and/or coverage options on an annual basis.
4. Contributions towards Cost of Coverage. Contribution rates towards dental insurance benefits will be one hundred percent (100%) of the cost of the dental insurance premium.

7.05 Flexible Spending Plan

Regular employees shall be entitled to participate in the Employer's Flexible Spending Plan which provides for payment of covered expenses with pre-tax dollars. In addition part-time employees shall also be entitled to participate in the Flexible Spending Plan on the same basis as regular employees (including child care expenses) except that their annual contributions to the plan for medical expenses shall be limited to the maximum allowable under law.

7.06 Disability and Life Insurance

The County will permit payroll deductions for full-time employees who enroll in a short or long term voluntary disability insurance or a life insurance program(s) for which the County currently provides payroll deductions. The County's only obligation with respect to these payroll deductions is to make salary deductions in accordance with an employee's authorizations during times the employee is on the active County payroll. The County retains the discretion to change providers.

8. MONETARY BENEFITS: MISCELLANEOUS

8.01 Experience Differential and Education Differential

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

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

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

8.02 Tuition Refund

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

Employees who receive tuition refund and leave employment during the one-year period following receipt of the refund shall be obligated to repay the County the full amount of the refund unless one of the exceptions specified hereinafter applies. The Employer may deduct amounts owed from the employee's final pay. To the extent final pay is not sufficient to provide full repayment, the employee shall make payment directly to the Employer within thirty (30) days of termination of employment. Employees shall not be required to repay the County the amount of the tuition refund if their employment terminates within one (1) year of receipt of the refund as the result of layoff or the employee's death in service.

8.03 Professional Attire Allowance

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

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

8.04 Travel Allowance

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

8.05 Retirement

Employer will provide for each qualified employee retirement benefits in accordance with State law under the New York State and Local Retirement System. In addition, the Employer will provide for eligible employees: the 75 i Plan, and option 41-j (application of unused sick leave as additional service credit upon retirement).

8.06 Terminal Benefits

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

Time off requests which had been approved by the department prior to the receipt of resignation notice shall not be withdrawn unless the employee's work cannot be completed during normal work hours prior to the resignation date. The employer will be the sole judge of whether the employee's work can be completed. The employer shall not be arbitrary and capricious in making a decision to withdraw approval of pre-scheduled leave time.

In addition requests for time off during the last week of employment will not be granted except in extenuating circumstances such as a death in the family or the employee's medical disability.

All other requests for time off during the "resignation period" will be granted depending upon the operational needs of the department.

8.07 Temporary or Per Diem Employment to Permanent Employment

Except as otherwise provided in the final paragraph of Section 3.09 Seniority: Acquisition, an employee who has been employed on a per diem, temporary regular, or temporary part-time, or temporary per diem basis, and who later takes a permanent regular or part-time position with the Employer shall have a seniority or hire date effective on the date he/she takes the permanent position, for all purposes of this agreement, except that such employee will be paid the step 1 rate specified in A-1.01 of this agreement unless the Public Health Director determines that the employee should be placed at a higher step under the experience differential provisions of 8.01 Experience Differential and Education Differential of this agreement.

8.08 Cellular Telephone Use Reimbursement

The Employer will reimburse each employee who utilizes his/her personal cellular telephone for Employer business in accordance with one of the following options:

Option A: The Employer will provide regular, part-time, and temporary employees with a payment equal to thirty dollars (\$30) per month for regular, part-time, and temporary employees. A per diem employee will be reimbursed in accordance with the following schedule.

| Hours Worked During the Month | Amount of Monthly Reimbursement |
|-------------------------------|---------------------------------|
| 1 – 23.9 hours | \$5.00 |
| 24 – 39.9 hours | \$10.00 |
| 40 – 79.9 hours | \$15.00 |
| 80 or more hours | \$30.00 |

Payments will be made twice annually during the December and June voucher periods.

OR

Option B: The Employer will reimburse the employee monthly for his/her actual cellular telephone charges for Employer business calls above the normal plan cost. (For example, if the employee has a cellular telephone plan with one hundred {100} minutes, and the employee has one hundred twenty-five {125} minutes of personal calls and twenty-five {25} minutes of business calls, the Employer will reimburse the employee for the cost of twenty-five {25} minutes of business calls. If, on the other hand, the employee has the same plan but has seventy-five {75} minutes of personal calls and fifty {50} minutes of business calls, the Employer will reimburse the employee for the cost of twenty-five {25} minutes of business calls.) To obtain reimbursement, the employee must submit a completed voucher or other reimbursement form with itemized cellular telephone bill(s) having all business calls highlighted or otherwise noted.

Any employee who desires reimbursement shall notify the Public Health Director in writing of the reimbursement option elected. Such elections shall be made no later than November 1st and May 1st of each year for the reimbursement periods of November through April and May through October respectively. Once an option is elected, an Employee does not have to take further action unless he/she wishes to modify the election. Employees may change their elections every six (6) months and as provided below. In the event an employee permanently transfers to a different service area (e.g. CHHA, Hospice, etc.) and the employee anticipates a significant change in cellular telephone usage, the employee may elect to change his/her reimbursement option at that time.

In order to be eligible for cellular telephone reimbursement, an employee must provide his/her supervisor with the employee's cellular telephone number and must have the cellular telephone turned on and accept work related telephone calls during work hours.

Employees shall not utilize cellular telephones while conducting County business if they are operating any type of motorized equipment. Employees will also be expected to comply with the Livingston County Cellular Telephone Policy.

9. UNPAID TIME OFF

9.01 Leave of Absence

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

Other leaves may be granted at the discretion of the Employer. Upon application, the Public Health Director may grant an extension of any leave. Seniority under Section 3.09 Seniority: Acquisition shall continue to accrue during a leave of absence under this Section.

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

9.02 Leave of Absence: Procedure

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

10. HEALTH AND SAFETY

10.01 Employer Obligation

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

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

10.02 Employee Obligation

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

10.03 Health Examinations

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

10.04 Impaired Professionals Program

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

The impaired professionals program shall be consistent with the Drug and Alcohol Testing Policy which was adopted by the parties on August 1, 2000 and is included in this agreement as Attachment B.

Drug and Alcohol Offenses

- A. Possession. Employees shall be prohibited from possessing alcohol and/or illegal drugs in the workplace and/or on County property except as required for the performance of their County job duties. (This prohibition shall not include an employee's possession of legal alcoholic beverages on County property if such beverages are locked in the employee's private personal vehicle.) Improper possession of illegal drugs and/or alcohol in the workplace and/or on County property may be grounds for discipline up to and including termination of employment.
- B. Alcohol Consumption. Employees shall be prohibited from consuming alcohol at any time an employee is performing work duties for the County and during authorized break periods. Consumption of alcohol at such times shall be grounds for discipline up to and including termination of employment. This prohibition shall not include an employee's consumption of alcohol as a part of a required and County authorized and/or supervised training program.
- C. Drug and Alcohol Arrests.
 - a. **Alcohol Arrests**.
 - i. On duty. Employees shall immediately report to their Department Head any on duty arrests for alcohol related offenses.
 - ii. Off duty. Employees shall immediately report to their Department Head any off duty arrests for alcohol related offenses if such arrests may have an impact on their minimum qualifications as specified by their civil service job specifications.
 - b. **Drug Arrests**. Employees shall immediately report to their Department Head any on duty or off duty arrests for drug related offenses.
 - c. **Further Reporting**. For those required to report arrests pursuant to paragraphs a and b above, employees shall also be required to notify their Departments Heads of court dates connected with the charges and of the final disposition of the case. The employee shall also provide copies of court documents evidencing court dates and final case disposition if requested by the Department Head.
 - d. **Conviction**. A conviction for an on-duty or off-duty drug and/or alcohol related offense may be grounds for discipline up to and including termination of employment.

11. BUSINESS OR EMPLOYMENT INTERRUPTION

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

12. PROFESSIONAL PRACTITIONER STATUS

12.01 Committee of Nursing Practitioners

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

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

12.02 Notice to Employees

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

13. GRIEVANCE PROCEDURE

13.01 Scope

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

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

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

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

13.02 Informal Discussion

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

13.03 Procedure and Time Limits: Step One

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

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

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

13.04 Procedure and Time Limits: Step Two

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

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

13.05 Arbitration

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

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

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

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

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

The decision of the arbitrator shall be final and binding upon the parties. The fees and the expenses of the arbitrator and the costs of the hearing room shall be shared equally by the Employer and Association. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for the other party's share of the divided costs or of the expenses of witnesses or participants called by the other.

14. MANAGEMENT RIGHTS

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

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

15. CONFORMITY TO LAW

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

16. CONTINUATION OF BENEFITS

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

17. MISCELLANY

17.01 Definitions

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

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

17.02 Non-Discrimination

Neither Employer nor Association will discriminate against any employee or applicant for employment as an employee in any matter relating to employment, because of race, color, creed, national origin, sex, marital status, sexual orientation, military service, religion, or activity on behalf of the Association or any other classification protected by law.

17.03 Meetings

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

17.04 Agreement Construction

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

17.05 Notices to Parties

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

Any notice required to be served on Association under this agreement will be mailed to Association's Program Director by certified mail addressed to Association's headquarters office, 155 Washington Avenue, Albany, New York 12210, or to such other person and at such address as Association may designate by written notice served on Employer.

17.06 Meeting Facilities

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

18. AMENDMENT

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

19. ON-CALL TIME AND PAY

19.01

Employees covered by this agreement may be assigned to on-call duty, normally, for periods of a week or less.

On call shifts will normally be for periods of one (1) day. However in exceptional cases employees may make a written request to the Public Health Director to split an on call shift into two (2) periods. Such request shall include: (1) the date of the proposed on call shift split, (2) the names of the two employees who will cover the shift and the specific times each will be on call, (3) the justification for the request which shall fully describe the unusual and exceptional circumstances necessitating the split shift, and (4) the signatures of the two employees who agree to split the on call shift if the split is approved. The request will be delivered to the Public Health Director at least five (5) business days prior to the date of the proposed on call shift. The Public Health Director shall consider the request and approve or disapprove the request in his/her sole discretion. This decision shall not be grievable. The Public Health Director will notify the requesting employees of the decision. If a split on call shift is approved, the on call pay for the date in question will be divided between the employees based upon their proportional responsibility for the on call day.

19.02

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

1. On each weekday (except holidays) from quitting time to starting time next day, or until Saturday morning at the normal daily starting time: thirty-five Dollars (\$35.00) per day.

2. Each holiday (on the date celebrated) except Thanksgiving, Christmas, New Year's Day and Labor Day from normal quitting time to starting time of day following the holiday: Sixty five dollars (\$65.00) per day.
3. Each New Year's Day, Labor Day, Thanksgiving and Christmas from normal quitting time to starting time of day following the holiday: one hundred and five dollars (\$105.00) per day.
4. Saturday, Sunday or any other such day off until the normal starting time on the following day: fifty dollars (\$50.00) per day.

Per diems who are not assigned to the Hospice program shall be paid for on-call as outlined above.

- B. However, during the term of this agreement only, per diem employees who are assigned to the Hospice program will be paid on-call as follows:
1. On each weekday (except holidays) from quitting time to starting time next day, or until Saturday morning at the normal daily starting time: thirty five dollars (\$35.00)per day.
 2. On each weekend day and holiday: three (3) hours pay.

19.03

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

19.04

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

19.05

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

20. EFFECTIVE DATE AND DURATION

This agreement, except as otherwise stated, will be effective 12:01 a.m. January 1, 2023 and will remain effective until 11:59 p.m. December 31, 2027 and from year to year thereafter unless terminated as provided in Article 21.

21. TERMINATION

This agreement may be terminated effective 12:00 a.m. January 1, 2028, by written notice from either party, delivered to the other, not later than September 30, 2027, of intent to modify or terminate it, and may be terminated, effective 12:00 a.m. any subsequent January 1, by similar written notice delivered to the other party not later than the preceding September 30. Notice of intent to modify will be equivalent to notice of intent to terminate.

22. WORD COPY OF THE CBA

The party that prepares the final collective bargaining agreement shall provide the other party to this agreement with an electronic Microsoft Word copy of the agreement that is identical to the executed document, with the exception of signatures and hand written dates. This electronic copy shall be in an unprotected format, and shall be provided within fifteen (15) calendar days of contract execution. The parties agree that in the event a party uses this document to prepare proposals for modifications to the agreement or for other purposes involving modifications to the document, all changes will be clearly shown using track changes or a similar tool to show all additions and deletions to the original agreement language.

EXECUTION

Signed by Employer and Association.

LIVINGSTON COUNTY

By: David L. LeFeber

David L. LeFeber

Its: Chairman, Board of Supervisors

Date: 7/26/2023

Ian M. Coyle

Its: County Administrator

Date: 07-28-23

NEW YORK STATE NURSES ASSOCIATION

By: Pat Kane

Pat Kane

Executive Director

Date: 7/20/2023

SCHEDULE A
Base Compensation Rates

A-1.01

Effective January 1, 2023 a regular employee's base compensation rate (hourly) will be:

| Effective January 1, 2022 | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|---------------------------|---------|---------|---------|---------|---------|
| RN | \$27.94 | \$28.11 | \$28.86 | \$29.52 | \$30.24 |
| RN with Bachelor's Degree | \$28.69 | \$29.27 | \$29.92 | \$30.52 | \$31.18 |
| RN with Master's Degree | \$29.16 | \$29.76 | \$30.40 | \$31.00 | \$31.65 |
| SPHN | \$29.74 | \$30.68 | \$31.68 | \$32.72 | \$33.73 |
| SPHN with Master's Degree | \$30.17 | \$31.14 | \$32.15 | \$33.16 | \$34.18 |
| NP | \$76.88 | NA | NA | NA | NA |

6.6%

| Effective January 1, 2023 | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|---------------------------|---------|---------|---------|---------|---------|
| RN | \$29.78 | \$29.97 | \$30.76 | \$31.47 | \$32.24 |
| RN with Bachelor's Degree | \$30.58 | \$31.20 | \$31.89 | \$32.53 | \$33.24 |
| RN with Master's Degree | \$31.08 | \$31.72 | \$32.41 | \$33.05 | \$33.74 |
| SPHN | \$31.70 | \$32.70 | \$33.77 | \$34.88 | \$35.96 |
| SPHN with Master's Degree | \$32.16 | \$33.20 | \$34.27 | \$35.35 | \$36.44 |
| NP | \$76.88 | | | | |

3%

| Effective January 1, 2024 | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|---------------------------|---------|---------|---------|---------|---------|
| RN | \$30.68 | \$30.86 | \$31.69 | \$32.41 | \$33.20 |
| RN with Bachelor's Degree | \$31.50 | \$32.14 | \$32.85 | \$33.51 | \$34.24 |
| RN with Master's Degree | \$32.02 | \$32.68 | \$33.38 | \$34.04 | \$34.75 |
| SPHN | \$32.65 | \$33.69 | \$34.78 | \$35.93 | \$37.03 |
| SPHN with Master's Degree | \$33.13 | \$34.19 | \$35.30 | \$36.41 | \$37.53 |
| NP | \$79.19 | | | | |

3%

| Effective January 1, 2025 | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|---------------------------|---------|---------|---------|---------|---------|
| RN | \$31.60 | \$31.79 | \$32.64 | \$33.38 | \$34.20 |
| RN with Bachelor's Degree | \$32.45 | \$33.10 | \$33.84 | \$34.52 | \$35.26 |
| RN with Master's Degree | \$32.98 | \$33.66 | \$34.38 | \$35.06 | \$35.79 |
| SPHN | \$33.63 | \$34.70 | \$35.83 | \$37.00 | \$38.15 |
| SPHN with Master's Degree | \$34.12 | \$35.22 | \$36.36 | \$37.50 | \$38.65 |
| NP | \$81.56 | | | | |

3%

| Effective January 1, 2026 | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|---------------------------|---------|---------|---------|---------|---------|
| RN | \$32.55 | \$32.74 | \$33.62 | \$34.39 | \$35.22 |
| RN with Bachelor's Degree | \$33.42 | \$34.10 | \$34.85 | \$35.55 | \$36.32 |
| RN with Master's Degree | \$33.97 | \$34.67 | \$35.41 | \$36.11 | \$36.87 |
| SPHN | \$34.64 | \$35.74 | \$36.90 | \$38.11 | \$39.29 |
| SPHN with Master's Degree | \$35.14 | \$36.27 | \$37.45 | \$38.63 | \$39.81 |
| NP | \$84.01 | | | | |

3%

| Effective January 1, 2027 | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|---------------------------|---------|---------|---------|---------|---------|
| RN | \$33.52 | \$33.73 | \$34.63 | \$35.42 | \$36.28 |
| RN with Bachelor's Degree | \$34.42 | \$35.12 | \$35.90 | \$36.62 | \$37.41 |
| RN with Master's Degree | \$34.99 | \$35.71 | \$36.47 | \$37.19 | \$37.97 |
| SPHN | \$35.68 | \$36.81 | \$38.01 | \$39.26 | \$40.47 |
| SPHN with Master's Degree | \$36.20 | \$37.36 | \$38.57 | \$39.79 | \$41.01 |
| NP | \$86.53 | | | | |

All employees on the active payroll as of the date of execution of this agreement shall be provided with retroactive wage payments for any amounts not paid prior to the execution of

this agreement in accordance with the above schedules. Other employees shall not be entitled to retroactive wage payments

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

A-1.03 This section applies to regular and part-time employees. All employees with five (5) years but less than ten (10) years of continuous service in any position covered by this agreement will receive an additional sixty-three cents (\$.63) per hour. Employees with ten (10) years but less than fifteen (15) years of continuous service in any position covered by this agreement will receive an additional sixty-four cents (\$.64) per hour. Employees with fifteen (15) years but less than twenty (20) years of continuous service in any position covered by this agreement will receive an additional sixty-five cents (\$.65) per hour. Employees with twenty (20) years or more of continuous service will receive an additional sixty-five cents (\$.65) per hour.

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

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

| Per Diem Rates effective 1/1/22 | Weekday | Weekend |
|--|----------------|----------------|
| RN | \$30.01 | \$34.58 |
| RN w/ Bachelor's Degree | \$32.15 | \$35.11 |
| NP | \$76.88 | N/A |

| Per Diem Rates effective 1/1/23 | Weekday | Weekend |
|--|----------------|----------------|
| RN | \$31.99 | \$36.86 |
| RN w/ Bachelor's Degree | \$34.27 | \$37.43 |
| NP | \$76.88 | N/A |

| Per Diem Rates effective 1/1/24 | Weekday | Weekend |
|--|----------------|----------------|
| RN | \$32.95 | \$37.97 |
| RN w/ Bachelor's Degree | \$35.30 | \$38.55 |
| NP | \$79.19 | |

| Per Diem Rates effective 1/1/26 | Weekday | Weekend |
|--|----------------|----------------|
| RN | \$34.96 | \$40.28 |
| RN w/ Bachelor's Degree | \$37.45 | \$40.90 |
| NP | \$84.01 | |

| Per Diem Rates effective 1/1/25 | Weekday | Weekend |
|--|----------------|----------------|
| RN | \$33.94 | \$39.10 |
| RN w/ Bachelor's Degree | \$36.36 | \$39.71 |
| NP | \$81.56 | |

| Per Diem Rates effective 1/1/27 | Weekday | Weekend |
|--|----------------|----------------|
| RN | \$36.01 | \$41.49 |
| RN w/ Bachelor's Degree | \$38.57 | \$42.13 |
| NP | \$86.53 | |

All employees on the active payroll as of the date of execution of this agreement shall be provided with retroactive wage payments for any amounts not paid prior to the execution of this agreement in accordance with the above schedules. Other employees shall not be entitled to retroactive wage payments.

A-1.05 Effective on January 1 of each year of the agreement, each employee who has been employed prior to and immediately preceding July 1, will, upon the recommendation of the Public Health Director, advance to the higher step within the employee's present title.

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

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

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

ATTACHMENT A

VACATION / PERSONAL PRORATION

EMPLOYEE NAME _____

DATE OF HIRE _____ EARNS VACATION/PERSONAL _____

PERIOD ENDING ON
TIMESHEET

DAYS OFF PAYROLL

TOTAL DAYS OFF PAYROLL

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

_____ (HOURS OFF) ÷ _____ (STANDARD WORK HOURS) = _____ %

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

_____ VAC. / PERS. WOULD HAVE EARNED

_____ HOURS LOST BECAUSE OF PRORATION

_____ = _____ HOURS VACATION/PERSONAL EARNED _____

NOTE: STANDARD WORK HOURS
2080 for 40 hr. employees
1820 for 35 hr. employees

ATTACHMENT B

DRUG AND ALCOHOL TESTING POLICY NYSNA Unit Members

SUBSTANCES: Employees may be tested for: alcohol, cocaine, marijuana, opiates, amphetamines, phencyclidine, methamphetamine and methylenedioxymethamphetamine.

TYPE OF TESTING:

Reasonable Suspicion. The Employer may test for drugs or alcohol when the testing is based on reasonable suspicion and/or objective evidence that job performance is impaired by alcohol or other drug usage.

TESTING PROCEDURES

Notice of Requirement to Submit to Testing. The Employer will instruct the employee to report for testing. The Employer will inform the employee of when and where to report for such testing.

Employee Discloses Medications. The employee will disclose his/her medications to the testing agent as directed. Information provided by the employee regarding medications will be kept confidential.

Testing. An evidential breath testing device will be used for alcohol tests. Drug tests will be performed by urinalysis. Split samples will be taken for such tests. The urinalysis shall be performed by a Department of Health and Human Services certified laboratory. The forensic chain of custody procedures will be followed when handling samples.

Results. The testing agent will notify the Employer of the results. The Employer will notify the employee of the results. All results will be confidential and information regarding the results will be disseminated on a need to know basis to the Livingston County Personnel Office and departmental supervisory staff. A positive test result for alcohol will be a 0.02 blood alcohol concentration level. A positive test result for drugs will be the detection of a substance.

Challenging Test Result. If an employee wishes to challenge a positive drug test result, he/she must request a second analysis within seventy-two (72) hours of notice to the employee of the result. The second half of the split sample will be analyzed by a different certified laboratory.

Cost of Test. The cost of the test(s) shall be paid by the Employer.

Payment of Employee. Employees shall be paid for testing time, including travel time to and from the test or collection site. This time shall be treated as time worked.

EFFECT OF POSITIVE TEST RESULT

First Offense. After the first positive test, the employee will be referred to a Substance Abuse Professional ("SAP") at the Employer's Employee Assistance Program provider. The SAP will evaluate the employee and recommend appropriate treatment. The employee must follow the treatment recommendations. The selection of a treatment provider may be made by the employee, but must be approved by the SAP. An employee may use leave accruals to receive pay while seeking treatment, otherwise this period of time will be a leave without pay. If the employee complies with these requirements and is fit to return to work within one (1) year from the date of the positive test, then the employee may return to duty. Otherwise, the employee may be discharged. If an employee becomes eligible to return to duty, the employee, NYSNA and Livingston County must negotiate and execute a return to work contract prior to the employee's return to duty. The return to work contract will outline: any restrictions on job duties or modifications to work schedules upon return to work, treatment/medication requirements of the employee, follow up testing requirements, requirements to execute medical information releases, and any restrictions regarding outside or self employment.

Other Offense. For subsequent offenses within a period of five (5) years from the date of the first offense, the Employer may discharge the employee immediately.

NOTICE TO EMPLOYEES: The Employer will post a copy of the testing policy and procedure in all departments.

MEMORANDUM OF AGREEMENT 1
BETWEEN THE
NEW YORK STATE NURSES ASSOCIATION
AND
THE COUNTY OF LIVINGSTON

RE: County to County Transfer to NYSNA Unit

This Memorandum of Agreement modifies the collective bargaining agreement between the County of Livingston ("County") and the New York State Nurses Association ("NYSNA") dated January 1, 2023 to December 31, 2027. Except as modified herein, the collective bargaining agreement remains in full force and effect.

- **Treatment as New Hire:** COUNTY employees who move directly from full-time, permanent positions with the COUNTY outside the NYSNA bargaining unit to permanent regular, or part-time COUNTY positions within the NYSNA bargaining unit without a break in service shall be treated as new hires within the NYSNA bargaining unit for purposes of their initial wage step, attire allowance, probationary period (if not in the competitive class), eligibility for step movement, and for any other contractual benefit not based upon employee seniority.

- **Recognition of County Service:** COUNTY employees who move directly from full-time, permanent positions with the COUNTY outside the NYSNA bargaining unit to permanent regular, or part-time COUNTY positions within the NYSNA bargaining unit without a break in service will be credited with seniority under Section 3.09 Seniority: Acquisition for: (1) the period of continuous, full-time permanent County employment immediately preceding the move to a NYSNA unit permanent regular, or part-time position, and (2) any period of continuous permanent regular, and/or part-time NYSNA unit employment that immediately preceded the service described in (1). Seniority shall be applied as specified in Section 3.12 Seniority: Application of the parties' collective bargaining agreement.

DILIGENCE STATEMENT

Efforts to Report on Snow Day

1. Employee Name: _____

2. Date of Snow Day: _____

3. On the snow day you

- Reported to work late
- Did not report to work

4. Time of scheduled work shift

Start time: _____

End time: _____

Time of your arrival at work (if applicable): _____

5. Your normal commute to work takes: _____ minutes.

6. On the snow day, you began your commute to work at _____ a.m./p.m.

7. Fully describe the efforts you made to: (1) report to work on time (If you were late), or (2) report to work (if you failed to report for any part of your scheduled shift), and the reasons why you were unable:

[Continue response on back of form if necessary.]

8. Date of Statement: _____

9. Signature: _____