AGREEMENT

between

NEW YORK STATE NURSES ASSOCIATION

and

THE COUNTY OF ALLEGANY

January 1, 2025 - December 31, 2029

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PREAMBLE

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

The intent and purpose of this contract is to promote and maintain good relations between the County, the Association and the employees in the bargaining unit.

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

1. AGREEMENT SCOPE

This agreement covers each full-time (herein, "regular"), part-time (herein, "class A part-time" or "class B part-time") and temporary employee licensed or otherwise lawfully authorized to practice as a registered professional nurse (herein, "employee") employed by Employer to perform registered professional nursing in nursing service, nursing education and nursing administration except all department heads.

2. ASSOCIATION STATUS

2.01 Recognition

Employer recognizes Association as exclusive collective negotiating representative of every employee covered by this agreement.

2.02 Association Membership

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

2.03 Association Dues Deduction

The employer will, for each employee who, by written and signed direction on a form prescribed by the Association, voluntarily authorizes it, once a copy of the form is received by the Employer, deduct from the wages due such employee in any pay period the regular dues fixed by Association for such pay period. Employer will, not later than the tenth (10th) day of the following month, remit dues deducted for the preceding month to Association. Each such authorization shall continue in force and effect until revoked: (a) in writing by the employee on a form prescribed by the Association (b) by termination of such employee's employment. Layoff and leave of absence do not constitute termination of employment for this paragraph's purposes.

2.04 Agency Shop Fee Deduction

Employer will, for each employee who by written authorization agrees to have the Employer to deduct Association dues, or who otherwise has been designated by the Association as being a member in good standing, deduct from the wages due such employee in any pay period an agency fee equal to the regular dues fixed by the Association for such pay period. Employer will, not later than the tenth (10th) day of the following month, remit agency shop fees deducted for the preceding month to the Association. Each such agency shop fee deduction will continue in force and effect until revoked by (a) an employee's written and signed direction to stop the deduction Association dues from the employee's wages (on a form prescribed by the Association), or (b) termination of such employee's employment.

2.05 Payroll Deduction

The Association, upon written notice to the Employer, shall have the right to audit the employer's dues collection process including the necessary payroll records and dues deductions. The Association shall bear the full cost of such audit. The results of such audit shall be shared with the Employer and any discrepancies shall be rectified by the Employer within thirty (30) days of said notification.

2.06 Association Business: Local Representative

Association will designate one (1) employee its local representative and authorize this employee to deal with Employer about employment conditions and adjustments of problems arising under this agreement. Association will notify Employer in writing of this representative's designation and authority and any change in either.

2.07 Association Business: General Representative

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

2.08 Association Business: Bulletin Board

Employer will provide Association with and suitably locate bulletin board space in each County Department covered by this agreement 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.

3. EMPLOYEE STATUS

3.01 Qualifications

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

3.02 Classifications

An employee will be classified as either: (a) regular, (b) Class A part-time, (c) Class B part-time or (d) temporary.

3.03 Regular Employee

A regular employee is an employee covered by this agreement who is permanently employed on a regular (year-around) basis to work a normal workweek in the Employer's Public Health Service (herein, "Service"). A regular employee will receive full fringe benefits.

3.04 Part-Time Employees

Part-time employees will receive benefits according to County Resolution NO. 312-24. No changes will be made to Resolution No.312-24 without mutual agreement with the Association and the Employer.

3.04A Weekend Coverage

As agreed by the parties, the County will create part-time RN positions for the purpose of weekend coverage.

1. RNs hired to work weekend coverage shall be scheduled a minimum of sixteen (16) hours per week. These hours may be assigned in a flexible manner to meet Agency needs as mutually agreed between the Employer and the employee.
2. This employee shall be classified as part-time B employee per Section 3.04 Part-Time Employees.
3. The employee shall be paid at the regular compensation rate according to Schedule A of this agreement and applicable overtime. The employee shall not receive weekend premium pay under Section 5.03 Compensation Rate: Holiday and Weekend Work.
4. The employee shall receive holiday premium pay as provided in Section 5.03 Compensation Rate: Holiday and Weekend Work if he/she works Christmas Day.
5. The Employee shall receive one hundred and twenty-five dollars ($125) for the uniform allowance benefit according to Section 8.03 Uniform Allowance.

3.05 Temporary Employee

A temporary employee is an individual appointed to a position on a temporary basis in accordance with the Civil Service Law, except that the temporary position is for a workweek of at least eighteen (18) hours.

3.06 Probationary Period

All employees shall be considered probationary employees during the first fifty-two (52) weeks of the employ. However, the County may, in its discretion, reduce the probationary period for particular employees, but such probationary period may not be less than eight (8) weeks. During the probationary period, the employee will be subject to demotion, suspension, discharge or other disciplinary action at Employer's sole discretion but will otherwise be covered by this agreement. Disciplinary actions brought by the Employer against any employee covered by this shall be reported to the Association.

3.07 Post-Probationary Discipline

Except as stated in Section 3.06 Probationary Period, employees will be demoted, suspended, otherwise disciplined or discharged only for just cause, and the Employer will promptly notify the Association in writing of each such action not covered by Section 3.06 Probationary Period and the reason for it.

3.08 Seniority: Acquisition

A regular or Class A part-time employee will acquire seniority after completing the probationary period, and such seniority will then date from the beginning of employment.

3.09 Seniority: Definition and Types

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

3.10 Seniority: Accrual

An employee whose employment has been terminated by resignation, discharge, or for a reason stated in Section 9.04 will not accrue seniority. An employee on a leave of absence will accrue seniority continuously for the period of the approved leave of absence. An employee on workers' compensation will accrue

seniority continuously for the period of time the employee is receiving workers' compensation.

3.11 Seniority: Retention

An employee who resigns or is laid off will retain, but not accrue, seniority for two (2) years provided the Employer re-employs him or her during such time.

3.12 Seniority: Loss

Except as stated in Section 3.10, an employee will lose seniority by resignation or discharge.

3.13 Seniority: Application

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

3.14 Seniority: Lists

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

3.15 Posting

All competitive class vacancies will be filled in compliance with applicable Civil Service Regulations.

All other job openings and assignments will be posted on the appropriate bulletin boards for at least fourteen (14) days prior to filling the position. The notice will include position, title, salary, shift, and job description. These job openings and assignments will be filled from within the bargaining unit based on seniority. If no bargaining unit members apply for the position within the posting period, the County may hire new employees to fill the vacancy.

The County reserves the right to reassign within the job title and also reserves the right not to fill a vacant or posted position.

4. WORK TIME

4.01 Normal Workday

The normal workday shall be seven (7) consecutive hours, exclusive of a one-half (1/2) hour unpaid meal period. The normal workday will be 8:30 a.m. to 4:00 p.m. The hours of the workday may be adjusted within the hours of 7:00 a.m. and 6:00 p.m. Employees will be asked on a voluntary basis for choice of assignments. Conflicts will be resolved by inverse order of seniority except for new employees where training or orientation may be necessary.

An employee's normal workday may be any seven (7) hours between 7:00 a.m. and 6:00 p.m. in instances where the employee has chosen to work a revised work schedule for the purpose of attending educational classes or courses, with the approval of the Department Head. Such approval shall not be unreasonably

withheld. For the purpose of staffing evening clinics, after soliciting volunteers, the Employer may assign nursing staff to these services. Such assignment will be rotational and shall begin with the assignment of the least senior Public Health or Registered Nurse(s) through the most senior Public Health or Registered Nurse. Evening clinic assignments will be considered a part of the normal workday and shall not result in nor require the contribution of more than seven (7) hours of service during that day. Evening clinics will end by 8:00 p.m.

4.02 Normal Workweek

The employee's normal workweek will be thirty-five (35) hours in five (5) workdays (Monday through Friday).

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. An employee will report for work on time, ready, willing and able to work.

4.04 Work Schedules

Except when prevented by circumstances beyond its control, or when accommodating the particular employee affected, Employer will: (a) post a schedule of each employee's work assignment not less than one (1) week in advance of the start of each workweek and (b) maintain this schedule until it is superseded by a new schedule or changed by agreement between Employer and the employee concerned.

4.05 Layoff

A layoff may be for any number of days or weeks or may be indefinite. The Employer will, if possible, make every effort to provide thirty (30) calendar days' notice of layoff, but in any event will give employee at least fourteen (14) calendar days' notice of any layoff.

4.06 Layoff and Recall: Competitive Class Employees/Non Competitive Employees

A. General

1. In the event of a layoff, the County shall identify the positions to be vacated by layoff. Once positions are identified for layoff, the County will utilize the procedure detailed throughout this section.
2. Prior to any permanent incumbent in the respective classification being laid off temporary, provisional, contingent permanent, and probationary employees in the class shall be laid off first in that order.
3. Any member of the bargaining unit who is designated for layoff will be considered for any opening provided the employee meets the minimum qualifications and has the ability to do the work.
4. Any nurse reassigned or re-employed due to the implementation of this clause will receive an orientation to their new work assignment.

B. Competitive Class Employees

1. The layoff and recall of all competitive class employees in the bargaining unit shall be pursuant to New York State Civil Service Law and Rule XXV of Allegany County Civil Service Rules.

2. In addition to the above, a competitive class employee may displace a non competitive class employee if the employee has greater bargaining unit seniority. An employee affected by layoff/bumping may displace any other employee in any classification (regular employee, part-time A, part-time B) providing he/she has greater bargaining seniority.
3. An employee may exercise their right to accept layoff in lieu of displacing another employee.

C. Non-Competitive Employees

1. If the County determines a need for layoff in the non-competitive class, the procedure outlined in paragraph A above shall be followed.
2. An employee affected by layoff/bumping may displace any other employee in any classification (regular employee, part-time A, part-time B) providing he/she has greater bargaining seniority.

D. Recall.
Whenever a vacancy occurs in a class title within the County, employees who are on layoff in that class title shall be recalled in accordance with their class title seniority in the reverse order in which they were laid off, consistent with applicable Civil Service Rules. If a vacancy occurs in a class title where no employee in that class title in the County has recall rights, then the laid off employee with the most seniority will be recalled if he/she has the ability to do the work and if not, the next senior employee will be recalled. Recall rights for employees on layoff will expire two (2) years from date of last layoff or the length of the affected employee's seniority, whichever is shorter.

E. Notice of Recall
Notification of recall shall be sent to the employee by certified or registered mail, return receipt requested, to the employee's last known address. An employee will have four (4) workdays from the date of delivery or attempted delivery of the recall notice in which to inform the County of his/her intentions to accept the recall or not. If the employee refuses such offer of reemployment or if such offer remains unanswered at the end of the five (5) workday period, such offer of reemployment and the employee's recall rights and privileges shall be terminated. The employee, if he/she chooses to accept the recall, will have up to fourteen (14) workdays from the date he/she received the recall notice to return to work.

1. The County will be liable for any error on a separation or layoff only from the date of the filing of a written grievance bringing the specific error to the County's attention.
2. Concerning any errors in the recall of an employee, the County shall be liable only from the date of filing a written grievance bringing said error to its attention to the date the County notifies the employee to return to work.
3. A laid off employee who is recalled within two (2) years in any position will have any accumulated sick leave restored.

4.07 Timekeeping

Employees will utilize the County's electronic Tyler ExecuTime time and attendance system, or a substantially equivalent electronic time keeping system.

5. MONETARY BENEFITS: COMPENSATION FOR TIME WORKED

5.01 Regular Compensation Rate

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

5.02 Compensation Rate: Overtime Work

An employee will receive one and one-half (1½) times the regular hourly compensation rate for his or her title, as stated in Schedule A of this agreement, for any time worked in excess of seven (7) hours in a workday or thirty-five (35) hours in a workweek, provided the Employer has scheduled or otherwise approved the excess time worked. Employees will be paid in accordance with federal and state wage and hour laws.

An employee called back to work (not an extension of the employee's normal workday immediately before or after) shall be paid a minimum of four (4) hours at the appropriate overtime rate. However, this section will apply only to one call-in per four hour period, to be calculated from the time the Employee arrived for the call-in shift.

5.03 Compensation Rate: Holiday and Weekend Work

An employee will receive one and one half (1 ½) his or her regular hourly compensation rate, as stated in Schedule A of this agreement, for any time worked on the holidays listed in Section 6.01 Holidays: Designation of this agreement and for any time worked on Saturday or Sunday providing the Employer has scheduled or otherwise approved the holiday or Saturday or Sunday work.

An employee called back to work (not an extension of the employee's holiday, Saturday or Sunday assigned workday immediately before or after) shall be paid a minimum of two (2) hours at the appropriate overtime rate.

5.04 Compensatory Time

In lieu of cash payment for overtime worked, the employee may elect to receive compensatory time off at the appropriate rate with the approval of the Department Head or designee. Such approval will not be unreasonably withheld.

Employees may utilize accrued compensatory time in fifteen (15) minute increments to a maximum of the individual's normal workday.

Any said compensatory time off must be taken within twelve (12) months of the day earned except as set forth in Section 8.06. Compensatory time will not be unreasonably denied. If the employee fails to use the compensatory time at the end of twelve (12) months, he/she shall be paid the appropriate rate. Employees who are in a nursing related degree program can accumulate up to one hundred (100) compensatory hours. All other employees may accumulate no more than seventy (70) hours.

However, employees cannot carry over more than thirty-five (35) hours of compensatory time from one year to the next. At the end of the year, the Employer can purchase an employee's compensatory time in excess of thirty-five (35) hours at the employee's Schedule A wage rate.

Employer shall implement a compensatory time bank which will facilitate the transfer of compensatory time between bargaining unit members. Employees

who have accrued thirty (30) or more hours of compensatory time will be allowed to deposit compensatory time into a bank for use by fellow employees during periods of illness and/or other emergency or catastrophic situations.

Occurrences constituting an emergency or catastrophic situation shall be determined jointly by the Public Health Director and the Chairperson of the Council of Nursing Practitioners at Allegany County. Should the Public Health Director and the Chairperson be unable to mutually agree on whether a situation rises to the level of an emergency or catastrophe, the County Administrator shall make the final decision.

5.05 Pay Period

Employer will pay compensation on a biweekly basis.

5.06 Staff Conferences

Part-time employees will be paid for time spent attending monthly staff conferences at their straight time hourly rate.

6. MONETARY BENEFITS: COMPENSATION FOR TIME NOT WORKED

6.01 Holidays: Designation

Each regular employee will receive these holidays annually:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
President's Day	Veterans' Day
Memorial Day	Thanksgiving Day
Juneteenth	Day after Thanksgiving Day
Independence Day	Christmas Day

Christmas Eve will be an observed holiday so long as Christmas and Christmas Eve both fall during the normal work week of Monday through Friday unless it is made mandatory for the County to remain open on Christmas Eve. For years where either Christmas or Christmas Eve falls on a weekend, Christmas Eve will not be observed as a holiday.

6.02 Holidays: Compensation or Equivalent Time Off

An employee entitled under Section 6.01 Holidays: Designation (whether or not scheduled to work on a holiday) will be paid one (1) normal workday at his or her regular compensation rate for a holiday.

6.03 Holidays: Scheduling

If a holiday falls in an employee's vacation, the day is credited as a holiday (not a vacation day). If a holiday falls on a Saturday, the preceding Friday will be observed as the holiday. If the holiday falls on Sunday, the following Monday will be observed as the holiday.

6.04 Vacations: Amount

A. Each regular employee will receive paid vacation according to this schedule:

Date of Hire to first anniversary	one day per month in which they have been compensated for at least twenty (20) hours
One (1) year to sixth (6th) year	eighty-four (84) hours

Sixth (6th) year to tenth (10th) year	one hundred twenty-six (126) hours
Ten (10) years to twentieth (20) year	one hundred fifty-four (154) hours
Twenty (20) years or more	one hundred eighty-four (184) hours

B. Vacation days may be taken in fifteen (15) minute increments.

C. An employee shall not earn vacation while on an unpaid leave of absence.

D. An employee may elect to accumulate vacation up to two hundred, eighty (280) hours.

Effective upon ratification current employees will receive a prorated vacation leave accrual on January 1, 2025. The proration will be for January 1, 2025 through the employee's anniversary date, rounding up to the nearest hour. On the employee's anniversary date, the employee will receive their full vacation leave accrual.

6.05 Vacations: Pay

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

An employee may choose to sell back up to seventy (70) vacation hours. Such selection must be made in writing by the employee to the Human Resources Office no later than November first (1st). If November 1st is a weekend or a day that is not open to normal business hours, such selection must be made by the close of business of the Human Resources Office on the last business day prior to November 1st. The Human Resources Office will send out notification to all employees of the deadline at least two (2) weeks in advance. Payment will be made in the final pay check of the calendar year.

6.06 Vacation: Scheduling

Vacation requests shall be for two (2) scheduled periods beginning with the first pay period including April 1 – September 30 and October 1 – March 31. The employee shall submit their requests as follows:

prior to February 1 for April 1 – September 30 period
prior to August 1 for October 1 – March 31 period

The Employer shall approve, subject to the County's operating requirements, said requests as follows:

March 1 for April 1 – September 30 period
September 1 for October 1 – March 31 period

Once requests are granted they may not be canceled by the County without mutual agreement.

Employees requesting five (5) or more consecutive days of vacation after February 1 or August 1 for that schedule period shall submit such request at least ten (10) business days prior to the first day of the requested vacation period, except in emergency situations.

Employees requesting fewer than five (5) consecutive days of vacation after February 1 or August 1 for that schedule period shall submit such request at least

five (5) business days prior to the first day of the requested vacation period, except in emergency situations.

In the event of a scheduling problem, the most senior employee shall be allowed the vacation time.

6.07 Sick Leave: Entitlement and Amount

A. Each regular employee will receive sick leave at the rate of seven (7) hours per month of employment up to a maximum of eight hundred forty (840) hours. A part-time B employee who is paid eight hundred fifty (850) hours annually or a Class A part-time employee will receive a proportionate benefit under this paragraph.

B. Sick leave may not be used until it is earned. An employee must have twenty (20) paid hours in each month to earn his/her sick day.

C. The employee may be required by the Employer to produce a doctor's certificate after three (3) consecutive days of sickness or disability. The responsibility for the doctor's certificate rests solely with the employee. Employees who are warned in writing for abuse of sick leave may be required to bring in a doctor's certificate for any absence due to sickness or disability for a four (4) month period commencing with the date of warning.

D. It is understood that the use of sick leave is for personal illness of the employee or an immediate family member. Up to seventy (70) hours sick per year may be used to care for an immediate family member. The following are deemed to be immediate family for the purposes of this section: spouses, children, step-children, parents and any other relative or significant other residing in the home of the employee. Any portion or all of the sick leave used for this purpose shall be deducted from the employee’s accrued sick leave credits.

E. Sick leave may be used in fifteen (15) minute increments.

F. An employee shall not earn sick leave while on an unpaid leave of absence.

G. Upon retirement, an employee may elect to sell back to the Employer any accumulated sick time at the rate of seven (7) hours for every fourteen (14) hours.

H. In the event that an employee or a member of the employee's immediate family suffers from a serious health condition, other employees in the bargaining unit can opt to donate seven (7) hours of their sick time to that employee's sick leave bank.

I. An employee may choose to sell back up to seventy (70) sick hours. Such selection must be made in writing by the employee to the Human Resources Office no later than November first (1st). If November 1st is a weekend or a day that is not open to normal business hours, such selection must be made by close of business of the Human Resources Office on the last day of business prior to November 1st. The Human Resources Office will send out notification to all employees of the deadline at least two (2) weeks in advance. Payment will be made in the final paycheck of the calendar year.

6.08 Personal Leave Days: Entitlement and Amount

A. Each regular employee will receive twenty-one (21) personal leave hours on the employees anniversary date.

   Regular employees with six (6) or more years' service will receive twenty-eight (28) personal leave hours on anniversary date each year.

   Regular employees with ten (10) or more years' service will receive thirty-five (35) personal leave hours on anniversary date each year.

   Personal leave hours may be used whenever needed. Employees may be denied personal leave because of operational needs of the Employer. Use of personal leave hours shall not be unreasonably denied. Arrangements for personal leave shall be made at least forty-eight (48) hours in advance, except in case of emergency. Personal leave hours shall not be deducted from any other leave accruals. Unused personal leave hours may be added to sick leave. In case of scheduling problems, the most senior employee shall be granted the personal leave hours.

B. Personal leave hours may be used in fifteen (15) minute increments.

C. Part-time employees will be entitled to pro rata personal leave hours.

6.09 Temporary Employees: Vacations, Sick Leave and Holidays

A temporary employee employed the normal workweek in the Service will be entitled to earn and to receive vacation, sick leave and holiday pay after the completion of sixty (60) days of such temporary employment. A temporary employee employed less than the normal workweek in the Service will be entitled to earn and receive prorated vacation, sick leave and holiday pay after the completion of sixty (60) days of such temporary employment. Proration shall be based on hours worked.

6.10 Bereavement Leave

A. In the event of the death of an employee's spouse, parents, children, sister, brother, stepsister, stepbrother, stepparents, stepchildren, domestic partner or anyone else in the employee's immediate household for whom the employee is legal guardian or has legal custody, the employee shall be granted up to five (5) days' leave of absence with full pay to make household adjustments and attend funeral services.

B. In the event of the death of an employee’s grandparents, grandchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law, the employee shall be granted up to three (3) days' leave of absence with full pay to make household adjustments and attend funeral services.

C. In the event of the death of an employee's aunt, uncle, nieces or nephews, the employee shall be granted one (1) day leave of absence with full pay to attend funeral services.

D. If the death occurs prior to the employee's shift, that day will be counted as bereavement. If the death occurs after the employee reports for work, the employee shall have the option of using accruals for the hours not worked or can use a full day of bereavement. Weekends are not to be considered as part of the five (5), three (3) or one (1) days.

E. The employee shall be granted normal bereavement leave upon the occasion of the death of a member of the immediate family and this leave shall not deduct from vacation time if the death shall occur during a period of time when the employee is on vacation.

6.11 Jury Duty and Military Leave

Each regular or Class A part-time employee will receive up to ten (10) days leave for jury duty. An employee on such leave will be paid for the difference between the pay actually received from such jury duty and the pay the employee would have received if not on such leave.

Any employee who is a member of a Reserve Force of the United States, or of the State and who is ordered by the appropriate authorities to attend a training program, or perform other duties under the supervision of the United States or this State, shall be granted time off during the period of such activity, with no loss of time or pay, up to a maximum of thirty (30) days per year.

Leave for military duty shall be governed by Section 243 of the Military Law. Compensation during military leave shall be governed in accordance with Section 242 (5) of the Military Law.

6.12 Meeting Attendance

Elected Association representatives may attend, without loss of pay, all Association meetings which are scheduled during regular work hours to assist them in fulfilling their obligations to members. As illustration, but not as limitation, these meetings include negotiations, legal proceedings and grievance meetings.

One (1) NYNSA bargaining unit member shall be released to attend NYSNA Convention without loss of pay for three (3) working days. If staffing allows additional members may attend NYSNA Convention using their own accrual time.

NYSNA bargaining unit members may attend NYSNA trainings up to twenty one (21) cumulative hours per calendar year without loss of pay with prior approval by the County Administrator or designee.

6.13 Inclement Weather Days

A. In the event of a natural disaster and severe weather conditions which force the closing of County Departments by the Chairman of the Board of Legislators or one of his designees, an employee's failure to report to work will be excused and the employee shall suffer no loss of time or pay.

B. If during employees' hours of work, it is found that because of a natural disaster or weather conditions it is necessary to be sent home prior to the end of their workday, such employees shall suffer no loss in time or pay.

C. If County Departments are not officially closed and an employee cannot come to work because of severe weather conditions, the employee may charge the time off to compensatory time, accumulated personal time, vacation time or leave without pay.

6.14 Leave For Association Office

An unpaid leave of absence up to six (6) months will be granted to an employee who is appointed to a full time position on the staff of the Association. No more than one (1) employee may be on leave at any one (1) time pursuant to this paragraph.

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. The Employer agrees to provide hospitalization and medical coverage, family and single, pursuant to the Allegany County Medical Self-Insurance Plans.

Option 1 Plan:

Health insurance deductible shall be consistent with existing plans: Individual plan deductible shall be two hundred fifty dollars ($250) in-network, five hundred dollars ($500) out-of-network. Family Plan deductible shall be five hundred dollars ($500) in-network, one thousand dollars ($1,000) out-of-network under Option 1.

The employees shall no longer be able to submit prescription co-pay amounts to major medical insurance for reimbursement.

Prescription co-pays shall be $3/$20/$40 (generic/preferred brand/non-preferred brand).

High Deductible Plan:

The High Deductible Plan individual deductible shall be two thousand dollars ($2,000) in-network, three thousand dollars ($3,000) out-of-network, and the family deductible shall be four thousand dollars ($4,000) in-network, six thousand dollars ($6,000) out-of-network.

Prescription co-pays shall be $10/$30/$100 after deductible for in-network, and forty percent (40%) co-insurance after deductible for out-of-network.

County reserves the right to change health insurance administrators, provided the coverage is equivalent to plans offered below. “Equivalent” is defined as administering the plans in a manner “equivalent” to the current plans as well as offering an “equivalent” benefit level.

The County shall discuss such anticipated change with the Association. The County shall also have the option of providing two (2) health insurance policies instead of family plan, for married employees who have no dependent children.

Except insofar as existing law requires broader coverage (Affordable Care Act), all dependents until the age of twenty six (26) will maintain coverage.

B. There shall be two health insurance plan options for current employees 1) Option 1 or 2) High Deductible Option.

Employees pay twenty percent (20%) of the cost of individual and/or family health insurance premiums.

The stated premiums and contributions above also apply to employees on disability.

All employees, regardless of their date of hire shall pay zero percent (0%) of the individual and/or family health insurance premiums for the High Deductible Plan.

C. Retiree Health

New Employees

Employees who are hired following the ratification of the 2008-2014 Agreement are not entitled to participate in any of the County-provided health insurance plans upon their retirement from the County.

Current Employees

Employees who are currently employed by the County and are members of the bargaining unit as of the date of ratification, or current employees who transfer into the NYSNA bargaining unit from another position of employment with Allegany County at a future date, of this Agreement may, after ten years of County service and upon retirement under the New York State Retirement System, continue their health insurance under the Option 1 plan only.

Employees who choose to continue their health insurance in this manner must, as a necessary condition of such continuation, enroll in and pay for Medicare Parts A and B immediately upon becoming Medicare eligible and continue to take Parts A and B throughout the period they continue their health insurance through the County. Upon eligibility of Medicare Part A and Part B, the retiree and any covered dependents eligible will be required to enroll into a County sponsored Medicare Advantage Plan if such plan is available as currently provided or a substantially equivalent policy. Failure to enroll in a Medicare Part A and Part B or a County sponsored Medicare Advantage Plan when eligible during the penalty-free window as provided by the Social Security Administration for selection of Medicare Part B will result in a loss of health insurance benefits. When the employee selects a family plan, his/her spouse, as a necessary condition of such continuation, enroll in and pay for Medicare Parts A and B immediately upon becoming Medicare eligible and continue to take Parts A and B throughout the period they continue their health insurance through the County. Upon retirement, retired employees shall make the same percentage or flat rate contribution to premiums as they did on the date of their retirement.

Notwithstanding the foregoing, in accordance with County policy, employees who have family coverage and for whom both spouses are under 62 will pay half of the premiums for family coverage until at least one spouse reaches 62, at which point they will contribute to the same extent as if they had retired when they had already reached the age of 62."

D. Double Coverage

The County agrees to pay employees a payment of one thousand dollars ($1,000) for refusing individual coverage and two thousand dollars ($2,000) for refusing dependent coverage, whichever the employee is provided in this agreement, per year. Such option must be exercised during the month of November, effective the following January 1, or within one month of hire date. This payment can be made only when the employee signs a statement that

the employee has health insurance through the spouse's employment, other employment of the employee, or a private insurance plan. Such payment shall be made no later than March 31st of the following year (e.g. an employee who is removed from the County health insurance coverage for a period in 2020 shall receive the buyout payment no later than March 31, 2021). If the employee wishes to rejoin the plan, within the opt-out year, and is eligible to do so under the terms of the plan, the employee will be paid a prorated amount based on each full month the employee did not carry the County health insurance during the previous year.

Buy-out payments will only be made to active full-time employees on payroll at the time of the payment. In the event an employee retires or resigns, and opted-out of the health insurance during the calendar year, the employee would be paid a prorated amount based on each full month the employee did not carry County health insurance. The payment would be made in their last paycheck.

If spouses are both employed by the County, and neither carries County health insurance, then they shall be eligible for only one (1) buy-out with proof of other insurance.

Employees with health insurance benefits outside of the County, who meet the buyout requirements, must elect the County buy-out. If at any time an employee gains other health insurance, it is the employee's responsibility to notify Human Resources of such coverage, and drop the County health insurance effective the day the "outside" insurance is in effect.

For the buy-out for calendar year 2020, the employee will be paid half the applicable buyout amount by March 31, 2020, and the balance will be paid by March 31, 2021, inasmuch as the employee meets the remaining requirements set forth above. The buyout payment for calendar year 2021 will be paid in full by March 31, 2022, and the procedure set forth above will be followed successively thereafter.

E. Section 125 Pre-Tax Benefit Program
Commencing January 1, 2001 Allegany County shall offer a Section 125 Pre-Tax Benefit Program. Employee contributions for health insurance shall be deducted on a pre-tax basis. Employees will be able to contribute to an Individual Pre-Tax Flexible Spending Account for eligible out of pocket expenses.

Set-up charges and monthly fees will be paid by Allegany County.

F. In the event the health insurance plan offered by the County becomes subject to the excise or "Cadillac tax" or the Affordable Care Act, then prior to the year the tax takes effect, the parties will negotiate changes to the health insurance plan to ensure that the plan is no longer subject to the tax. In the event that an agreement is not reached on such changes prior to the date that the tax takes effect, the impact of the tax shall be shared equally by the County and the affected employees.

7.03 Disability Benefits Insurance

Employer will continue to provide present fully paid disability benefit insurance for each regular and Class A employee.

7.04 Dental Insurance

If the County institutes a dental plan for another bargaining unit, the members of this bargaining unit may participate by fully paying the dental premium by such employees.

8. MONETARY BENEFITS: MISCELLANEOUS

8.01 Shift Differential

An employee who is scheduled to work second or third shift shall receive an additional thirty-five cents per hour ($.35) differential on their current pay rate. This shift differential will be added to the employee's regular compensation rate.

8.02 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 to the termination date.

If an employee should die while employed by Employer, the employee's beneficiary shall receive payment for fifty percent (50%) of his/her accumulated sick leave, accrued vacation and compensatory time at the employee's regular compensation rate.

8.03 Uniform Allowance

The Employer will provide each employee with a professional attire allowance in the amount of five hundred dollars ($500.00). The allowance will be paid out in two (2) equal portions on February 1st and July 1st. Employees receiving the allowance will wear professional attire (scrubs).

8.04 Retirement Plan

The Employer will provide, at Employer's expense, the present New York State Employees' Retirement Plan in effect.

8.05 Tuition Refund

After one (1) year of employment, Employer will reimburse a regular employee one-half (1/2) the expense at the beginning of the semester and one-half (1/2) the expense at the successful completion of the semester for tuition and fees, except books, actually incurred, not reimbursed from another source, by the employee for up to fifteen (15) credit hours per semester, with a maximum of one hundred thirty five (135) credit hours, of advanced study in courses approved by the County Administrator or designee. The courses shall be taken on the employee's time. Employees having accumulated compensatory time shall have one (1) year from date of earning such time, if employee indicates to Supervisor that such time shall be used for educational purposes. Tuition refund shall not be arbitrarily denied.

Employees who receive tuition reimbursement at the expense of Allegany County must remain in the County's service for at least three (3) years from the date of their graduation. If the employee leaves Allegany County within those three (3) years, the employee must reimburse the County for the cost associated with their tuition reimbursement. If the employee leaves the county within one (1) year of graduation the employee will reimburse the County one hundred percent (100%) of the tuition reimbursement; If the employee leaves the county with greater than one (1) year but less than two (2) years after graduation the employee will reimburse the County sixty five percent (65%) of the tuition reimbursement; If the employee leaves the county with greater than two (2) years but less than three

(3) years after graduation the employee will reimburse the County twenty five percent (25%) of the tuition reimbursement.

8.06 Mileage Allowance

Those employees required to use their own cars will be reimbursed at the then current IRS rate.

9. UNPAID TIME OFF

9.01 Meal Period

An employee will have a one-half (1/2) hour meal period without work responsibility at a reasonable time each day.

This period will not be considered time worked.

9.02 Unpaid Leave of Absence: Basis and Amount

On application as required by Section 9.03 Unpaid Leave of Absence: Procedure, a regular or part-time employee who has completed one (1) year of continuous employment with Employer may be granted unpaid leave of absence: (a) up to eight (8) months for personal illness, (b) up to one (1) month for personal business, (c) maternity leave in accordance with the law, (d) up to twelve (12) months for education at an accredited educational institution, and (e) in other amounts for other purposes as agreed to with Employer. An employee on leave pursuant to this paragraph will not accrue any benefits under this agreement, but will retain all previously accrued benefits.

Notwithstanding the forgoing, the County shall continue to comply with the Family and Medical Leave Act.

9.03 Unpaid Leave of Absence: Procedure

An employee desiring leave of absence under Section 9.02 Unpaid Leave of Absence: Basis and Amount will, except in an emergency, apply for it on a form to be provided by Employer four (4) weeks in advance of the desired starting date. In an emergency, the employee will so apply at the earliest reasonable date. Each such leave or extension thereof is subject to approval by the Board of Legislators.

9.04 Unpaid Leave of Absence: Limitation

An employee who obtains a leave of absence or extension by false pretense, or who, without a reasonable and valid excuse and diligent effort to notify Employer in advance, fails to report for work on expiration of any leave or extension thereof, will be deemed to have voluntarily resigned.

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.

10.02 Employee Obligation

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

10.03 Health Examination

Employer will, at its expense, provide each employee with a pre-employment and annual physical examination to be performed by an employer-approved physician. Employer will, at its expense, provide each employee with an annual

physical examination (including chest x-ray and laboratory work) to be conducted by employee's personal physician. The employee will utilize County facilities whenever possible for laboratory work and chest x-rays. The County will reimburse the employee for cost not reimbursable by the employee's medical insurance for these laboratory and x-ray services.

For the annual physical examination, the Employer will pay a maximum of forty dollars ($40) for each employee's exam.

11. BUSINESS OR EMPLOYMENT INTERRUPTION

Neither any employee nor the Association shall engage in a strike, and the Association shall not cause, instigate, encourage or condone a strike.

12. SETTLEMENT OF DISPUTES

12.01 Grievances

Any grievance or dispute which may arise between the parties involving the application, meaning or interpretation of this agreement shall be settled in the following manner.

Step 1: The employee shall submit the grievance orally to the employee's immediate superior within five (5) working days of its occurrence. No grievance will be processed after five (5) working days of its occurrence.

Step 2: If a satisfactory settlement or disposition is not made within two (2) working days from the date of the submission of the grievance, the employee may submit the grievance in writing to the superior who shall answer same within five (5) working days. If the answer is a denial of the grievance, the superior shall give his reasons in writing.

Step 3: If a satisfactory settlement or disposition is not made within five (5) working days from the date of the written submission of the grievance, the employee may, within ten (10) working days thereafter, submit the grievance with the answer of the superior, with any reply thereto, to the Department Head if appropriate. The Department Head shall schedule a meeting with the employee, not later than ten (10) working days after his receipt of the grievance, together with any accompanying papers, at his office. The Department Head shall, within five (5) working days after the meeting, set forth his answer, in writing, to the grievance.

Step 4: If a satisfactory settlement or disposition is not made within five (5) working days from the date of the reply from the Department Head is due, the Association by written notice may submit the grievance to the Personnel Officer. The Personnel Officer shall schedule a hearing within ten (10) working days to hear the grievance. Within ten (10) working days after the hearing, the Personnel Officer shall set forth his answer in writing.

Step 5: If the grievance is still unsettled, either party may within thirty (30) calendar days after the reply of the Personnel Officer is due, by written notice to the other, request arbitration.

12.02 Arbitration Procedure

A. The County or the Association will apply to the New York State Public Employment Relations Board for a list of five (5) Arbitrators for each grievance to be heard. In the event the County and the Association cannot mutually

select an impartial arbitrator, an arbitrator shall be selected from the P.E.R.B. list by each party alternately crossing off the name of an arbitrator until one (1) remains, after commencing the procedure by a coin flip. The name of the remaining person shall be designated as the arbitrator. Each party may reject one (1) entire list of potential arbitrators supplied by P.E.R.B.

B. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

C. No arbitrator functioning under this step of the grievance procedure shall have any power to amend, modify, or delete any provisions of this agreement.

D. Expenses for the arbitrator's services and the proceeding shall be borne equally by the Employer and the Association. If either party shall desire a verbatim record of the proceedings, it may cause such record to be made, provided it pays for the record and make copies available, without charge, to the other party and to the arbitrator.

E. As a condition to proceeding to Step 4 of the grievance procedure set forth in 12.01, the employee must waive the right to submit to the underlying dispute to the Section 75 and 76 process. Should an employee notify the Human Resources Office of his or her intention to submit the dispute to the Section 75 or 76 process prior to the completion of Step 3 of the grievance procedure, the employee has waived his or her right to continue to pursue the grievance.

12.03 Matter Relevant of Grievance Procedures

A. The time limits in the grievance procedure may be extended by mutual agreement in writing.

B. Any step of the grievance procedure may be bypassed by mutual agreement in writing.

C. In the case of a group, policy, or organization-type grievance, the grievance may be submitted directly to the Department Head's office by the Association's representative.

D. An Association representative may become involved in any step of the grievance procedure.

12.04 Processing Grievances During Working Hours

Grievance Committee members may investigate and process grievances during working hours without loss of pay provided there will be no interruption of County services.

12.05 Labor-Management Committee

Conferences shall be held between representatives of the Employer and representatives of the Association on important matters, which may include the discussion of procedures for avoiding future grievances and other methods of improving the relationship between the parties upon request of either party. Arrangements for such meetings shall be made in advance, and shall be held at reasonable hours as mutually agreed upon by the parties. Employees acting on behalf of the Association shall suffer no loss of time or pay should such meetings fall within their regular work hours.

12.06 Committee on Nursing Practice

There will be monthly meetings of a Committee on Nursing Practice. The Committee will consist of at least three (3) employees designated by the Association.

The Director of Patient Services or designee shall be an ex officio member of this Committee. The Director of Patient Services will be consulted at least two (2) weeks in advance of meetings of this Committee. Such meetings shall be at mutually agreeable times. Members of this Committee will be expected to attend all meetings. The Employer will consider time in attendance at these meetings as time worked.

The Committee's function shall be as follows:

A. To recommend and review standards of nursing practice for the County, consistent with those enunciated by the profession.

B. To analyze factors which facilitate or improve the practice of nursing.

C. To review problems relating to nursing practice.

The Committee may establish from time to time specific ad hoc subcommittees to deal with specific issues that may arise.

The Committee will refer its written recommendations to the Director of Patient Services. The Director of Patient Services may accept or reject in whole or in part any such recommendations and will advise the Committee in writing of such decision within thirty (30) days.

13. BUSINESS MANAGEMENT

Subject to applicable law, Employer has both legal responsibility and sole right to manage its business and, except as limited in this agreement, to: (a) hire, assign, transfer, promote, demote, schedule, layoff, recall, discipline and discharge its employees and direct them in their work and (b) control all Employer property.

14. MISCELLANY

14.01 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 Allegany;

c. "Association" means the New York State Nurses Association;

d. "employee" means an employee covered by paragraph 1.

14.02 Non-Discrimination

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

14.03 Meetings

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

14.04 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 Executive Director by certified mail addressed to Association's headquarters office, 131 West 33rd Street, New York, New York 10001, or to such other person and at such address as Association may designate by written notice served on Employer.

14.05 Agreement Construction

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

14.06 Separability

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

Notwithstanding any personnel rules, regulations, local law, or other laws in effect, the foregoing constitutes the entire Agreement between the parties. The Association reserves the right to negotiate the impact of any changes to the above. Only verbal statements or amendments mutually agreed to by the parties and reduced to writing shall be annexed to and attached to this agreement and shall supersede or modify the provisions herein.

15. STAFF DEVELOPMENT

15.01 Programs

Employer will provide:

a. planned orientation program of at least four (4) weeks for each new employee;

b. an organized program of in-service education on work time;

c. time off without loss of pay for participation in Association's and its constituent organizations' activities and to attend classes; such time to be given on a fair and adequate basis determined by the needs of the employee and the institution or agency, and with the approval of the department head;

d. time (if available) and financial aid for participation in educational workshops, institutes or meetings which will improve the employee's on-the-job performance, and with the approval of the department head; such requests shall be equitably distributed among members of the bargaining unit.

The County shall provide quarterly reports to the Association at its regularly scheduled Labor Management Meetings. The report shall include a list of all requests made, whether denied or approved, cost of all conferences (including those which are free) and all expenses paid by the County.

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

f. monies are available they may be used for guest speakers and/or visual aids which will improve the employee's on-the-job performance, and with the approval of the department head.

15.02 Notice to Employees

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

16. BARGAINING UNIT WORK

Only bargaining unit members will be utilized to do Health Department RN, PHN or NP work. However the Employer may utilize agency nurses or independent contractors to work in the jail. The Employer may also utilize agency nurses or independent contractors to provide relief as needed (vacation, sick days, personal days off) for the Nurse Practitioner. The Employer may utilize one (1) agency nurse or independent contractor for flu immunization clinics.

17. CONTINUATION OF BENEFITS

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

18. AMENDMENT

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

19. EFFECTIVE DATE AND DURATION

This agreement, except as otherwise stated, will be effective as of 12:01 a.m. January 1, 2025 and will remain effective until 12:00 midnight December 31, 2029 and from year to year thereafter unless terminated as provided in Article 20. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL; but nothing in this sentence will prevent such body's making any such approval, enabling legislation or appropriation retroactive.

20. TERMINATION

This agreement may be terminated effective 12:00 midnight December 31, 2029 by written notice from either party, delivered to the other not later than June 1, 2029 of intent to modify or terminate it, and may be terminated effective 12:00 midnight any subsequent December 31 by similar written notice delivered to the other party not later than the preceding June 1. Except as provided in Article 19, notice of intent to modify will be equivalent to notice of intent to terminate.

EXECUTION

Signed by Employer and Association.

ALLEGANY COUNTY	NEW YORK STATE NURSES ASSOCIATION
By _____	By _____
Title _____	Title Executive Director
Date _____	Date _____

SCHEDULE A

Regular Compensation Rates

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

Effective January 1, 2024 (3% on each step)			
ANNUALIZED 35 HOUR WORK WEEK	Registered Nurse	Public Health Nurse	Nurse Practitioner
Base	$47,864.71	$50,702.63	$70,078.28
Step 1	$49,747.57	$52,803.76	$73,598.06
Step 2	$51,739.69	$54,741.61	$77,118.51
Step 3	$53,650.06	$56,788.03	$80,611.70
Step 4	$55,587.19	$58,834.64	$84,104.19
Step 5	$57,524.57	$60,854.25	$87,624.43
Step 6	$59,408.15	$62,846.38	$91,118.08

Effective January 1, 2025		
ANNUALIZED 35 HOUR WORK WEEK	Registered Nurse	Nurse Practitioner
Wage	$37.00	$75.00

ANNUALIZED 35 HOUR WORK WEEK	Registered Nurse	Nurse Practitioner
3% Increase January 1, 2026	$38.11	$77.25
3% Increase January 1, 2027	$39.25	$79.57
3% Increase January 1, 2028	$40.43	$81.95
4% Increase January 1, 2029	$42.05	$85.23

Annualized salaries are for illustrative purposes only due to employees being paid on an hourly basis.

A-1.02 A part-time employee and per diem employee will receive under paragraph A-1.01 benefit directly proportionate to the time she or he works.

A-1.03 Longevity will be paid as follows:

Seven (7) through nine (9) years of service: $ 600.00 annually
Ten (10) through fourteen (14) years of service: $ 950.00 annually
Fifteen (15) through nineteen (19) years of service: $1,250.00 annually

Twenty (20) through twenty four (24) years of service: $1,750.00 annually
Twenty-five (25) through twenty nine (29) years of service: $2,000.00 annually
Thirty (30) years of service or more: $3,000.00 annually

Longevity will be paid out in one lump sum payment on the employee's anniversary (benefit) date.

A-1.04 All employees are eligible for step advancement.

Regular employees who enter the County service between January 1 and June 30 of a particular year will be eligible to receive an annual increment on the following January 1. Employees who enter the service between July 1 and December 31 shall be eligible for advancement to the first year step on the following July 1. Persons who are advanced to the first year step on July 1 then shall be eligible for a salary increment the following January 1.

Part-time employees and temporary employees who work a total of eight hundred, fifty (850) hours within the bargaining unit (including all assignments) since the date of their first day worked for the County shall advance on the step scale the same as regular employees.

In addition to the differentials set forth in section 8.01 Experience and Education Differential, all employees hired prior to the ratification of this contract shall be given credit for hours worked for the County. Retroactive to January 1, 2000 all employees shall be given credit for time worked prior to January 1, 2000 as set forth above and placed on the correct step. Thereafter all employees shall advance on the step scale as set forth above.

Exhibit A

Drug and Alcohol Testing Policy

I. STATEMENT OF PURPOSE

Substance abuse by employees, whether alcohol or drugs, presents a real threat in the workplace. Employees who abuse alcohol or drugs are a danger to themselves and others.

Substance abuse can adversely affect health, attendance, reliability, workmanship, productivity, concentration, cooperation, work schedules, quality, efficiency and public relations. In the long run, substance abuse can endanger the job security of everyone.

The County recognizes that substance abuse can often be successfully treated. Therefore, the County encourages employees to voluntarily seek early treatment for substance abuse.

II. THE IMPORTANCE OF VOLUNTARILY SEEKING HELP

To help employees who voluntarily seek assistance, the County has designated its Personnel Officer to work with such employees. This individual will refer the employee to community resources where appropriate assessment, counseling and treatment services are provided. Confidentiality of employees who seek assistance shall be strictly upheld.

Employees who voluntarily request assistance with an alcohol or drug problem may do so without being disciplined for making the request, and for a first request will be permitted to take a medical leave of absence for a reasonable period of time to undergo necessary counseling or treatment. Any future request will not be arbitrarily denied. The continuation of any employment benefits will be decided in accordance with established County policy and the governing collective bargaining agreement.

A voluntary request for assistance must be made prior to the commission of any act subject to disciplinary action. Employees whose substance abuse problem is discovered only after a violation of this policy, County standards, or work rules will be addressed as provided in the post-test meeting discussed below.

III. ANTI-DRUG AND ALCOHOL POLICIES

A. BEING UNDER THE INFLUENCE OF A SUBSTANCE

No employee will be under the influence of drugs (except an “authorized substance” as defined in this Policy) while on the County’s property or while working on behalf of the County (whether or not on the County’s property). Employees may not use or possess open container of alcohol while on the County’s property or while working on behalf of the County (whether or not on County’s property). Employees also are prohibited from reporting to work under the influence of alcohol. A test showing the presence of 0.04 percent or more breath or blood alcohol content will be considered proof that an employee is in violation of the County’s drug and alcohol policy. Violation may result in discharge.

B. PROHIBITED ACTIVITY

No employee on premises will sell, purchase, distribute, dispense, manufacture or possess any quantity of drugs or drug related paraphernalia or an open container of alcohol at any time in any amount or in any manner (except for possession and use of an "authorized substance" as defined in this policy). Violation will result in discharge.

TESTS REQUIRED

Employees may be asked to submit to urine, blood, salvia, breath and/or hair testing for drugs and/or alcohol in the following circumstances:

A. REASONABLE SUSPICION TESTING

An employee may be required to submit to a drug and/or alcohol test whenever the County has reasonable suspicion to believe that he or she is using or has used drugs and/or alcohol in violation of this Policy. Any employee who is contacted by a supervisor or his/her designee and clearly admits that he/she is under the influence of drugs or alcohol will be deemed to have tested positive under this paragraph. A bargaining member may, at his or her option, have a Union representative or fellow employee present.

Request for tests based upon reasonable suspicion will be based upon reasonably contemporaneous observations of the individuals' behavior or performance, or other indication that this Policy may have been violated. Examples of what may trigger a request to submit to a reasonable suspicion test include, but are not limited to, one or more of the following:

1. observed suspected drug or alcohol use;
2. bizarre or erratic behavior (endangerment to self, fellow staff members, the public, the County's property, equipment or services provided) or a pattern of conduct that indicates substance abuse may be a problem;
3. observed suspected possession of open container of alcohol, drugs or drug paraphernalia (except an "authorized substance" as defined in this Policy) on the County's premises;
4. physical appearance or symptoms which may indicate drug or alcohol abuse.

Whenever an employee is notified that there is reasonable suspicion to be tested, the employee will be expected to report to the test site, as described in Section VI of this policy, immediately. Transportation to the test site will be provided. A bargaining member may, at his or her option, have a Union representative or fellow employee present. An employee who is required to take a reasonable suspicion drug and/or alcohol test will be placed on immediate suspension, without pay or the use of benefit time, pending the results of his/her test. An employee whose test results are negative will be reimbursed for the time of his/her suspension, provided that suspension without pay is not otherwise justified.

B. POST-INCIDENT TESTING

Employees involved in the following types of workplace incidents may also be required to submit to a post-incident drug and/or alcohol test: (1) any incident resulting in injury to the employee, another employee, or a member of the general public which requires the need for off-site medical attention; (2) an incident involving greater than $250 worth

of property damages; (3) an incident that did not involve serious injury or property damage, but reasonably could have.

Employees are responsible for immediately reporting any incident or injury sustained while working to a supervisor.

IV. POST-TEST MEETING/DISCIPLINARY ACTION

A. POST-TEST MEETING

After completion of the testing, the employee must meet with the County's Personnel Director or designee. A bargaining member may, at his or her option, have a Union representative or fellow employee present.

B. FIRST POSITIVE TEST WITHOUT HARM

In the event of an employee's first positive test that results in no harm to any person, including, but not limited to, the employee himself/herself, the County will decide at or shortly after this meeting, in its discretion, whether to:

1. Refer the employee to an Employee Assistance Program ("EAP") or other rehabilitation program. During the period that the employee attends such program, he/she shall be on a medical leave of absence (paid or unpaid depending on the individual employee's leave accruals). The employee will be responsible for all uninsured costs associated with the program. The employee may, in the County's discretion, be discharged in the event he or she declines to participate in, and timely complete, the rehabilitation program. The County may, in its discretion, impose a disciplinary penalty of a written warning or unpaid suspension of up to one month. During any period of suspension the employee's health insurance, if provided by the County, shall remain intact.

2. In the event the County concludes that it is unnecessary for the employee to attend an Employee Assistance Program ("EAP") or other rehabilitation program, the County may, in its discretion, impose a disciplinary penalty of a written warning or unpaid suspension of up to one month.

Regardless of which of the two above-referenced options the County chooses, the employee will automatically be subject to a last chance agreement in accordance with Exhibit A hereto. The last chance agreement shall provide, among other things, that the employee shall be subject to random drug and alcohol testing for two years following his/her return to active employment. Such random drug and alcohol testing will be limited to no more than two (2) tests per year. Any subsequent positive tests at any time during the employee's employment, whether in connection with random testing or otherwise, will be treated in accordance with the last chance agreement and will subject the employee to termination of employment in the County's discretion.

C. POSITIVE TEST WITH HARM

If the employee tests positive and any person, including the employee himself or herself, a County employee, or any member of the public, has in any way been harmed or injured as a result of the employee's being under the influence of drugs or alcohol while in the course of his or her duties, the County, in its discretion, may, in addition to the disciplinary action and remedies for the First Positive Test Without Harm set forth above, terminate the employee's employment immediately.

VI. DRUG TESTING PROCEDURES

A. COOPERATION IN PRE-TEST PROCEDURES

An employee who refuses to submit to testing, who refuses to appear for a test at a time and/or location directed by the County, who refuses to provide his/her identification, who provides a false identification, who refuses to sign consent form or to complete paperwork, or who otherwise refuses or fails to cooperate in the testing process may be discharged in the County's discretion.

B. SAMPLE COLLECTION

Collection will occur in a confidential manner in a clinical setting or by an approved independent contractor at a secured location. Strict medical procedures, including careful chain of custody of the sample, and split samples will be followed. Employees will be permitted to give a urine specimen in privacy and without being observed by collection site personnel. Any attempt to adulterate or substitute a urine sample will result in discharge of an employee.

C. LABORATORY TESTING

Testing will be done at a certified laboratory. Strict medical procedures, including chain of custody of the sample and split samples, will be followed. A sample will only be deemed "positive" after it has been confirmed by the highly accurate test, gas chromatography/mass spectrometry ("GS/MS") or other comparable test.

Over-the-counter medications and prescription medications may result in a positive test result. As described more fully, below, a "positive" drug test may be declared "negative" by the County if the employee provides the County with evidence that there was a legitimate medical explanation for the positive test.

In the event that the employee provides an adequate breath specimen and the initial test registers an alcohol concentration level of 0.04 or greater a second confirmatory test will be performed. In the event that the employee provides and adequate breath specimen and the confirmatory test registers less than 0.04, the test result will be reported to the County as "negative." An employee whose alcohol test is confirmed 0.04 or more shall be treated as having failed the test.

D. REVIEW OF A POSITIVE LABORATORY TEST

The testing laboratory will report <u>any</u> positive test directly to the County's Medical Review Officer (MRO). All such tests shall be maintained in a confidential manner.

Except as otherwise provided in this Policy, before an employee's test result will be declared positive for drugs, the employee will be given the opportunity to speak with the County's designated medical review officer ("MRO") and demonstrate that there is a legitimate medial explanation for the positive, adulterated or diluted test result. If the MRO determines that a legitimate medical reason does exist, the test result will be reported to the County as "negative." If the MRO determines that a legitimate medical reason does not exist, the test result will be reported to the County as a "confirmed positive." Employees have the right to have split samples retested at their own expense.

The MRO shall notify the employee of the test results via certified registered return receipt mail. An employee who refuses or fails to remain in contact with the County and the County's MRO will be subject to discharge. In addition, in the event the employee has not contacted the MRO within five working days of receipt of such correspondence,

the employee will be considered to have waived his/her right to discuss the test and the MRO will verify the test results and notify the County of that result; the five day period shall begin to run from the date on which the MRO receives notification of the test results from the laboratory.

E. IMPORTANT DEFINITIONS

1. "Substance" means: (1) alcohol and (2) drugs which are labeled controlled, illegal, designer, prescription or over-the-counter. ""Illegal drug" means any controlled substance, medication or other chemical substance that: (a) is not legally obtainable under federal law (including marijuana) or (b) is legally obtainable, but is not legally obtained or is not being used for the purpose(s) for which it was prescribed or was intended. Thus, "illegal drugs" may include prescription and over-the-counter medications. The County, therefore, prohibits the use of prescription medications for which the employee does not have a valid prescription.

2. "Substance abuse" means: the use of any substance which violates the law, the County's standards, work rules, or this policy.

3. "Premises" means: any County vehicle, office, facility, warehouse, building, parking lot or property which is owned, leased, rented, utilized, or operated by the County; or any other site at which an employee is performing the County's work.

4. "Under the influence" of a substance means: (1) the employee's motor abilities (*e.g.*, sight, hearing, balance, reaction, reflex) or judgment are adversely affected, or (2) there is sufficient evidence to reasonably suspect that an employee has taken or is under the influence of drugs or alcohol while on the premises.

5. "Possession" means: on an employee's person; in an employee's vehicle, tool box, lunch box, wallet, purse, outer clothing, or brief case and similar personal containers, or in any area entrusted to the control of an employee (*e.g.*, desk, file, closet or locker).

6. "Authorized substance" means only: (1) over-the-counter substances in reasonable amounts, and (2) prescription medicine. Employees taking over-the-counter substances or prescribed medicine which may seriously affect their work performance by altering their behavior, physical or mental ability, must immediately report this treatment to the County. The County will determine, upon medical advice if necessary, whether to temporarily change the employee's job assignment or remove from duty during the period of treatment. Employees must keep all prescribed medication in its original container, which identifies the drug, date of prescription and prescribing doctor.

7. "Testing" means: a drug or alcohol test, unless one or the other is specified.

8. "Medical Review Officer" ("MRO") means: an M.D. who is knowledgeable about controlled substances and substance abuse.

9. "Sample" means: (1) urine, blood, or hair collected for a drug test, or (2) breath, saliva, or blood collected for an alcohol test.

Exhibit B

Return to Work Agreement
(Sample)

It is agreed by and among the undersigned as follows:

1. [EMPLOYEE] will be allowed to return to work as of [DATE].
2. [EMPLOYEE] will be subject to random drug testing at the discretion of the County for the next two years. Such random testing may consist of up to two (2) random tests per year. All such testing shall be paid for by the Employer.

3. In the discretion of the County, [EMPLOYEE] may be discharged if he/she fails any future drug or alcohol test that he/she takes under the County's Drug and Alcohol Policy during the two year time frame of this agreement, whether the test is random or otherwise. The County, in its discretion, may also impose a lesser discipline. Such discharge or discipline shall not be subject to the grievance and arbitration procedure, except insofar as the Union contends that [EMPLOYEE] should not be deemed to have failed the test under the County's Drug and Alcohol Testing Policy.

4. Included in any individual Return to Work Agreement shall be any restrictions/conditions of the individual employee's treatment provider and/or the Professional Assistance Program.

5. This Agreement shall not be considered a precedent in the future application of the terms and conditions of employment, or those included in the collective bargaining agreement for any other employee other than for [EMPLOYEE]. This Agreement shall not be admissible in any future grievance or arbitration proceeding involving any employee other than [EMPLOYEE].

_____ _____
[EMPLOYEE] Date

ALLEGANY COUNTY

By:_____ _____
Date

NEW YORK STATE NURSES ASSOCIATION

By:_____ _____
Date