

COLLECTIVE BARGAINING AGREEMENT

By and Between

COUNTY OF GREENE
and



**UNITED PUBLIC SERVICE EMPLOYEES UNION
(PUBLIC HEALTH/NURSES)**

JANUARY 1, 2023 - DECEMBER 31, 2025

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PREAMBLE

AGREEMENT between The County of Greene (hereinafter called the "Employer") and The United Public Service Employees Union (hereinafter called the "UPSEU").

Employer and UPSEU recognize their common interests beyond their collective negotiation's relationship. They pledge to strive together to ensure the highest quality of service by the Employer and the highest standards of professional nursing care to the public both serve.

1. AGREEMENT SCOPE

This Agreement covers each full-time (herein, "regular") and part-time (herein, "part-time" or "per diem") employee licensed or otherwise lawfully authorized to practice as a registered professional nurse (herein, "employees") employed by Employer to perform registered professional nursing.

The UPSEU will represent the following titles: nurse practitioners, public health nurses, and registered professional nurses.

2. UPSEU STATUS

2.01 Recognition

Employer recognizes the UPSEU as exclusive collective negotiating representative of every employee covered by this Agreement.

2.02 UPSEU Membership

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

2.03 UPSEU Membership Dues Deduction & if applicable, other Authorized Deductions

Employer will, for each employee who, by written and signed direction, so authorizes it, deduct from the wages due such employee in any one (1) month the regular dues fixed by the UPSEU or, if applicable, other authorized deductions, for such month. Employer will, not later than the tenth (10) day of the following month, remit dues or authorized deductions deducted for the preceding month to the UPSEU. Each such dues deduction authorization will continue in force and effect until revoked (a) in writing by the employee who signed it or (b) by termination of such employee's employment. Layoff or leave of absence do not constitute termination of employment for this paragraph's purpose.

2.04 Indemnification Clause

The UPSEU will indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or be reason of, action taken or not taken by the Employer in reliance

upon, dues deduction authorization cards furnished by an employee and/or the UPSEU or if applicable, other authorized deductions.

2.05 UPSEU Local Representative

UPSEU will designate one (1) employee as its local representative. This individual will be authorized to deal with the Employer about employment conditions and adjustments of problems arising under this Agreement. An alternate may be designated by the UPSEU. The Employer will be notified by the UPSEU, in writing, of these representatives, their authority, and any change in either.

2.06 UPSEU Labor Relations Representative

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

2.07 UPSEU Bulletin Board

The Employer will provide the UPSEU with locked glass-enclosed bulletin board space (with a key provided). The UPSEU will be discreet with its posting of material.

2.08 UPSEU Business

Only the local representative of the UPSEU, or one (1) employee designated to act in the local representative's absence, shall be allowed release time, without loss of pay or leave credits, for the following activities:

- to investigate and present grievances during regular working hours;
- to attend grievance arbitration hearings; and
- to attend PERB conferences and hearings.

2.9 Release Time for Negotiations and Labor/Management Meetings

Designated members of the UPSEU shall be allowed release time, without loss of pay or leave credits, to participate in contract negotiations or Labor/Management meetings.

At any time, no more than two (2) employees shall receive release time for the purpose of negotiations or Labor/Management meetings.

2.10 Release Time for UPSEU Activities

The local representative of the UPSEU, or other employee as designated by the UPSEU, shall be allowed release time without loss of pay or leave credits, to attend conferences and conventions of affiliated UPSEU and organizations. Such leave shall not exceed ten (10) work days in the aggregate in any one (1) year.

The local representative of the UPSEU or designee shall document the nature of the conference and notify the County Administrator and the Department Head of which employees have been designated to represent the UPSEU. The employee shall give the County Administrator a two (2) week notice prior to any such leave. The County Administrator or designee shall respond in writing within forty-eight (48) hours of receiving the requests.

2.11 Requests for Release Time

Requests for the use of release time shall be made to the Department Head, or the Department Head's designee, on the standard Request for Leave Form provided by the Employer. Such form shall not be required for investigation and presentation of grievances.

All written requests shall be made at least forty-eight (48) hours in advance. Such requests will not be unreasonably denied. An employee requesting such leave shall not be allowed to leave the worksite until such leave has been approved.

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, check and record the registration of each new employee at the time of employment, and will check and record the registration of every employee every three (3) years.

3.02 Classifications

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

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 a permanent employee covered by this Agreement who is employed on a regular (year-round) basis to work less than a normal workweek but on the average of at least the equivalent of two and one-half (2 ½) workdays in a workweek.

3.05 Per Diem Employee

A per diem employee is an employee covered by this Agreement who is employed on an as needed basis. A per diem employee shall not work

more than two and one-half (2 ½) workdays in a workweek for more than three (3) weeks in any thirteen (13) week period. Per diem employees will receive pro-rata payments/increases.

3.06 Probationary Period

An employee shall be on probation for a probationary term in accordance with the Rules of the Greene County Civil Service.

A. Probationary, Provisional and Temporary Classifications

An employee in a competitive civil service classification who is on probation or who has been appointed to a position on a provisional or temporary basis shall not be entitled to appeal any disciplinary action taken against said employee, nor shall the UPSEU have the right to appeal such action on the employee's behalf.

B. Non-Competitive Classification

An employee in a non-competitive civil service classification who has completed the probationary period shall be entitled to appeal disciplinary action in accordance with this article. An employee in a non-competitive civil service classification who is on probation or who has been appointed to a position on a provisional or temporary basis shall not be entitled to appeal any disciplinary action taken against said employee, nor shall the UPSEU have the right to appeal such action on the employee's behalf.

C. Use of Benefit Time During Probation

A probationary employee shall be entitled to use any vacation leave, sick leave, or personal business days after twelve (12) weeks of service.

3.07 Seniority: Acquisition

A regular or part-time employee will acquire seniority after completing the probationary period, and such seniority will then date from the beginning of employment. A per diem employee will acquire seniority as follows: In each day worked such employee shall be credited with one (1) day seniority. Such seniority shall be credited when employee bids on a full-time position.

3.08 Seniority: Definition, Types and Application

A. County Seniority

County seniority shall be the length of continuous employment with the County and shall apply to all benefits except as enumerated in 3.08 B.

B. Departmental Seniority

For the purpose of this Section, a Department shall be (a) Public Health Nursing Service, (b) Family Planning Service or (c) any other

Department in the County which employs registered professional nurses to perform registered professional nursing. Therefore, Departmental seniority shall be the length of continuous employment by an employee in a position in one (1) of the above-mentioned departments. Departmental seniority shall apply to vacation time selection and meeting attendance. For vacation time selection, seniority shall be subject to the Employer's operating requirements.

C. Bargaining Unit Seniority

Bargaining Unit Seniority shall be the length of time an employee has been continuously employed by the County in a position covered by this Agreement. Bargaining unit seniority shall apply to layoff and recall and filling of vacancies.

D. Types of Seniority

There will be two (2) types of departmental seniority: (1) regular, for a regular employee and (2) part-time, for a part-time employee.

3.09 Seniority: Accrual

An employee whose employment has not been terminated by resignation or discharge or for reason stated in Section 8.04 Personal Leave: Limitations will accrue seniority continuously.

3.10 Seniority: Retention

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

3.11 Seniority: Loss

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

3.12 Seniority: Lists

Employer will (a) on execution of this Agreement and (b) semi-annually thereafter, post and furnish to the UPSEU 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.

4. POST PROBATIONARY DISCIPLINE

4.01 Discipline for Just Cause

No full-time employee with a permanent appointment, or a part-time employee who has completed the Probationary Period, or a per diem employee with more than twelve (12) months of service shall be disciplined

except for just cause. Such employee shall be served with a written notice of the action and the reason for it. Simultaneously, a copy of the notice shall be sent to the Labor Relations Representative of the UPSEU.

4.02 Appeal of Disciplinary Action

If the UPSEU disagrees with the disciplinary action, the UPSEU may appeal the matter, in writing, to the County administrator or designee. The appeal must be submitted in writing, within ten (10) workdays from receiving the notice of discipline. Failure to submit the appeal within said ten (10) days shall make the matter ineligible for further appeal under this Article or any other procedure. Designee is defined as only those individuals who have had no prior involvement in investigating the matter or in promulgating or serving the disciplinary charges.

4.03 Procedure and Time Limits: Meeting with County Administrator

Within ten (10) workdays after receiving the appeal, the County Administrator shall meet with the disciplined employee and the designated representative of the UPSEU. Within ten (10) workdays after said meeting, the County Administrator shall issue a written response. Said response shall be sent to the Union President and Labor Relations Representative of the UPSEU. No response shall be considered a denial.

4.04 Procedure and Time Limits: Arbitration

If the UPSEU is not satisfied with the response of the County Administrator, the UPSEU may elect to submit the matter to arbitration by filing a Demand for Arbitration with the American Arbitration Association in accordance with its rules and procedures. The Demand for Arbitration must be filed within fifteen (15) workdays from receiving the response from the County Administrator, or when the response should have been received. Failure to file the Demand within said fifteen (15) days shall make the matter ineligible for arbitration or any other appeal and the case will be deemed to be closed. All decisions rendered in such arbitration shall be final and binding upon both parties. The arbitrator's fees shall be shared equally by the UPSEU and the Employer.

Time limits may be extended by mutual Agreement between the UPSEU and the Employer.

4.05 Civil Service Rights

The procedure set forth above shall serve as the only method of resolving challenges to disciplinary action, hence, wholly replacing the statutory provisions provided in Sections 75 and 76 of Civil Service Law.

5. WORK TIME

5.01 Workday

For the purposes of determining application of an employee's regular compensation rate, an employee's normal workday will be seven (7) consecutive hours, exclusive of a one-half ($\frac{1}{2}$) hour unpaid meal period.

For the evening shift, the employee's normal workday in the Health Service will be seven (7) consecutive work hours excluding any meal period, as defined in 5.02 Workweek Subsection B.

5.02 Workweek

For the purpose of determining application of an employee's regular compensation rate, an employee's normal workweek shall be thirty-five (35) hours per week, in five (5) workdays (Sunday through Saturday). The normal workweek shall be exclusive of one-half ($\frac{1}{2}$) hour unpaid meal period.

In Health Service the normal workweek shall be divided into the following:

A. Day Shift

9:00 am to 4:30 pm, Sunday through Saturday.

B. Evening Shift

11:00 am to 6:30 pm, Monday through Friday, except that evening shift employee(s) shall share weekend day shift coverage with day shift employee(s) at which time evening shift employee(s) will be assigned alternative time off. Note, however, that the evening shift is between 11:30 am to 6:30 pm for the summer months.

C. On-Call

Employees may volunteer to take the on-call assignment according to the following procedure, prior to an assignment being made.

1. A voluntary call list shall be posted by the first of the month for sign-up two (2) months in advance (i.e., January 1 for sign-up for the month of March), after which time employees shall be assigned unfilled slots in a fair and equitable manner taking into consideration the amount of time already volunteered by each employee as well as their departmental seniority.

For the purpose of holiday and weekend call, employees will be placed on separate rotating on-call lists. One list will be for holidays and the other for weekends. Initially, the least senior employee shall be placed at the top of the lists. On-call for holidays and weekends shall be assigned from the top of the list on a rotating basis unless someone volunteers. When an

employee either volunteers or is assigned on-call, the employee's name shall then be placed at the bottom of the respective list and shall not again be assigned such on-call until others have either volunteered or been assigned, causing the individual's name to again rotate to the top of the list.

2. Departmental seniority shall be the determining factor when considering voluntary call disputes.

An employee may be assigned on-call duty for the period of Monday through Sunday. During such on-call assignment, the employee shall not be assigned to weekend duty.

Under ordinary circumstances, employees will be pre-scheduled for call. If the employee assigned on-call is absent, the County shall seek a volunteer replacement. Voluntary call will be offered to the available employee with the most departmental seniority first. Voluntary on-call shall be limited to four (4) days at initial sign-up. Those employees wishing to volunteer for additional on-call will list their availability, including dates on the back of the sign-up sheet, at the time of initial sign-up. In the event more than one (1) employee is available for the same time and only one (1) is needed, such employees will be rotated commencing with the more senior employee. If no employee volunteers, replacement on-call assignment shall be made by the rotational inverse departmental seniority.

Employees on-call will be notified in advance of the call period of who from Health Service Management will be available for consultation. This shall also apply to weekend and holiday duty.

An on-call period shall be defined as the period from the end of the normal workday until 9:00 am of the following day. Each on-call period shall be paid at the rate of \$50.00 per period.

One (1) employee shall be on-call for each call period as defined above.

D. Weekend and Holiday Duty

1. Employees may volunteer for weekend and holiday duty using the same procedure as in Subsection C above or shall be assigned to weekend duty according to rotational inverse departmental seniority.

2. Employees assigned weekend and holiday duty will be notified in advance of the duty of who from Health Service Management will be available for consultation.

5.03 Work Obligation: Employee

Unless an employee has a reasonable and valid excuse, the employee will work (a) the hours assigned as his/her normal workday and workweek and (b) such reasonable additional hours as the Employer may reasonably require. The Employer will assign holiday work on an equitable basis. An employee will report for work on time, ready, willing and able to work.

5.04 Layoff and Recall

A. Layoff of competitive class employees shall be pursuant to the New York State Civil Service law and Greene County Civil Service Rules.

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

1. The Employer agrees to meet with the UPSEU to discuss pending layoffs. The purpose of these meetings shall be to discuss what individuals should be laid off as the result of a cut back in staffing. The Employer will provide the UPSEU with a proposed list of employees to be laid off and a then current bargaining unit seniority list.
2. A layoff may be any number of days or weeks or may be indefinite.
3. The Employer will give employees at least twenty (20) calendar days' notice or compensation to the extent notice is deficient.
4. Notification of layoff or recall shall be sent to the employee registered mail, return receipt requested, to the employee's last known address or any temporary address which has been given to the Employer for the purpose of contact in the event of a recall. Failure of an employee to sign for the registered mail will be deemed notification and receipt under this Section.
5. Employees will have five (5) workdays from the date of receipt of a recall notice to inform the County of his/her intentions to accept or refuse recall. Failure of an employee to sign for the registered mail will be deemed notification and receipt under this Section. An employee who chooses to accept the recall, will have at least ten (10) workdays from the date he/she

received notice to return to work. If the employee refuses the offer of re-employment or if he/she does not inform the County within five (5) workdays from the date of receipt or recall of his/her intentions, the employee's recall rights and privileges shall terminate.

6. An employee with one (1) year or more but less than five (5) years of service in a position covered by this Agreement and who is laid off and rehired within four (4) years in a position covered by this Agreement, will have any unused sick leave they had at the time of layoff restored.
7. The following shall apply if an employee is erroneously laid off due to an error made by the Employer in determining seniority rights and such layoff is protested in writing within thirty (30) workdays of the actual layoff.
 - a. The employee will be sent a notice pursuant to Subsection 4 of this Section.
 - b. If the employee responds in the affirmative to the recall notice within the time frames set forth in Subsection 5 of this Section, the employee shall be entitled to his/her regular compensation for all hours he/she would have been paid had he/she not have been laid off.
 - c. The employee shall be made whole for any benefit time that would have been accrued during the layoff.
 - d. In the event the employee obtained health insurance from another source during the time of his/her layoff, the County will reimburse the employee for the cost the employee incurred, if any, for such coverage.
 - e. To the extent permitted by law and New York State Retirement regulations, the County will make the employee whole for any service credit lost under the New York State Retirement System during the time of the layoff.
- C. The following shall apply to the layoff and recall of positions in the non-competitive class (RNs):
 1. Layoffs shall be in the reverse order of bargaining unit seniority.

2. Within the non-competitive class (RNs), temporary, probationary, and permanent employees will be laid off in that order.
3. Laid off employees will be placed on a recall list and shall retain recall rights for four (4) years from the date of layoff.
4. Whenever a vacancy occurs in a non-competitive class position, employees shall be recalled in the reverse order of their layoff. A regular employee on a layoff list will be given first opportunity to accept a part-time position before any part-time employee on a layoff list, provided the regular employee has greater bargaining unit seniority than any part-time employee eligible to be recalled. Any part-time employee with greater bargaining unit seniority than a regular employee on layoff will be given first opportunity to accept a regular position before any regular employee eligible to be recalled, provided the part-time employee has greater bargaining unit seniority than any regular employee eligible to be recalled. However, as soon as a part-time position becomes available the part-time employee will be returned to a part-time position. In the event a regular employee accepts recall to a part-time position he/she will be returned to a regular position, in order of bargaining unit seniority, as if he/she had not accepted recall to a part-time position.

A regular employee who does not accept recall to a part-time position, or a part-time employee who does not accept recall to a regular position, does not forfeit the right to recall to a regular position, or part-time position whichever is applicable.

- D. If the County abolishes a regular PHN position, the PHN has the right to accept layoff or opt to bump one (1) of the following:
1. The least senior regular PHN position, provided the regular PHN whose position is abolished has greater bargaining unit seniority.
 2. The least senior part-time PHN position, provided the regular PHN has greater bargaining unit seniority than

the least senior part-time PHN and is willing to accept a part-time position.

3. The least senior regular RN position, provided the regular PHN has greater bargaining unit seniority than the least senior regular RN.
4. The least senior part-time RN position, provided the regular PHN is willing to accept a part-time position and the regular PHN has greater bargaining unit seniority than the part-time RN.

If the regular PHN does not elect or does not have sufficient seniority to bump as provided above, the regular PHN will be placed on a preferred list as provided for under Civil Service Law and Rules.

The above options will also apply to a part-time PHN whose position is abolished, or any PHN whose position is affected by the abolishment of a PHN position (i.e., a PHN who is bumped during the process.)

- E. If the County abolishes a regular RN position, the regular RN may choose to accept layoff or bump one (1) of the following:

The least senior regular RN, provided the RN whose position is abolished has greater bargaining unit seniority.

The least senior part-time RN, provided the regular RN whose position is abolished or who is affected by the abolishment has greater bargaining unit seniority and is willing to accept a part-time position.

If the regular RN does not elect or does not have sufficient seniority to bump as provided above, the regular RN to be laid off shall be placed on a recall list.

The above options shall also apply to a part-time RN whose position is abolished, or to any RN whose position is affected by the abolishment of an RN position (i.e., an RN who is bumped during the process.).

- F. Compensation
When an employee is laid off under this Section, he/she shall receive payment for all salary due, and unless otherwise agreed between the employee and the County, all

accumulated compensatory time and accumulated vacation time up to the date of layoff. In any event, any and all such time must be paid the employee by the end of the calendar year in which the layoff took place.

Employees who elect to be laid off rather than bump and who are subsequently recalled, shall be placed on the step they were on at the time of layoff.

Employees who bump into a lower title and who subsequently are reinstated to their former title shall have their rate of pay determined as if they had remained in the higher title.

Employees who bump into a title with a lower salary range shall either retain their current rate of pay if their current rate of pay is less than the maximum rate of pay for the lower title, or shall receive the maximum rate of pay for the lower title. January 1 following the date an employee bumps to a lower title, an employee will advance to the next step in pay.

5.05 Posting of Positions

The Employer shall post copies of all notices for vacancies or new positions within the bargaining unit on the UPSEU's bulletin board.

6. MONETARY BENEFITS: COMPENSATION FOR TIME WORKED

6.01 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. An employee's regular compensation rate will include any education differential to which the employee is entitled pursuant to Section 10.03 Education Differential of this Agreement.

6.02 Premium Compensation Rate

A regular or part-time employee's compensation rate for work in excess of the normal workday or workweek will be one and one-half (1 ½) times the employee's regular rate of compensation. Employees may elect to earn compensatory time off in lieu of overtime pay in accordance with Section 10.13.

6.03 Compensation Rate or Equivalent Time Off: Holiday Work

A regular employee and a part-time employee entitled under Section 7.01 Holiday: Designation will receive equivalent time off with pay at employee's regular compensation rate for time worked on a holiday.

A regular or part-time employee entitled to benefits under Section 7.01 Holidays: Designation who is scheduled on a holiday to cover will receive: (a) one and one-half (1 ½) times regular compensation rate for all time worked or two (2) times regular compensation rate for all time worked per 7.02 Holidays: Compensation, (b) regular compensation rate for all hours not worked up to the normal seven (7) hour day and, (c) an additional paid day off in lieu of the holiday.

6.04 Pay Period

Employer will continue its present policy of paying biweekly.

6.05 Paychecks

Paychecks will normally be distributed on Thursdays at the Agency. When a holiday occurs on a Thursday, the paychecks shall be distributed on Wednesdays.

6.06 Over a period of one (1) calendar month, if an employee is late a total of eight (8) minutes or more, the employee must charge fifteen (15) minutes of accruals.

7. MONETARY BENEFITS: COMPENSATION FOR TIME NOT WORKED

7.01 Holidays: Designation

The following are holidays for employees covered by this Agreement:

New Year's Day	Columbus Day
Martin Luther King Jr.'s Birthday	Election Day
President's Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving Day
Labor Day	Floating Holiday – Effective
Floating Holiday	11/2023
	Christmas Day

The floating holiday must be taken in the calendar year it is earned by mutual Agreement of the employee and Employer. If the floating holiday is not taken because the Employer did not consent to the employee's request, then the employee shall be compensated for the day at their regular rate of pay prior to December 31st of the year earned.

In order to be paid for the Holiday or for vacation, an employee must work the scheduled work day before and the scheduled work day after the Holiday/Vacation leave.

However, employees absent due to the following circumstances shall not lose holiday pay:

1. Absence due to medically documented significant illness or injury, as approved by Human Resources.
2. Qualifying FMLA absences, as determined by Human Resources.
3. Employee is quarantined by State or Local Health Department written order.
4. Approved time off, as approved by Department Head or Designee.

7.02 Holiday: Compensation

A regular employee will be paid one (1) normal workday at his/her regular compensation rate for each holiday not worked. Employer will continue its present practice with respect to holiday benefits for part-time employees in the Health Service.

Any full time employee working on Christmas Day, Thanksgiving Day and/or New Year's Day will be paid double time (2x). Work performed by full time employee on any of the other listed holidays (except for floaters) will be paid at the rate of time and one-half (1 1/2x).

7.03 Holidays: Scheduling

If a holiday falls during an employee's vacation, that day will be charged as a holiday. The vacation will not be extended one (1) day unless requested by the employee. The Employer will schedule employees working on the holiday for an additional day off within thirty (30) days before or after the holiday, or, if the Employer cannot schedule, then apply such time off to terminal benefits as a holiday.

If a holiday falls on Saturday or Sunday, either the preceding Friday or the ensuing Monday, as Employer may determine, will be observed as a holiday. An employee who works the holiday as determined by the Employer will receive regular compensation plus another day off; however, the employee who works on the actual (Saturday or Sunday) holiday shall receive double the regular rate of pay. This payment only applies to those employees who are or can be scheduled for weekend work.

7.04 Vacation Leave

Vacation credits shall accrue each pay period. Full-time employees shall receive the following paid vacation annually:

	70 hr. biweekly
Beginning the date of employment with Employer to completion of nine (9) years of service (15 days annually)	4.038440
Beginning of 10 th year of employment with Employer to completion of fourteen (14) years' service (20 days annually)	5.384610
Beginning of 15 th year of employment with Employer to completion of employment (25 days annually)	6.7307860

A part-time employee is entitled to a proportionate vacation benefit.

Any employee who was accorded vacation benefits greater than the above schedule, prior to the effective date of this Agreement, shall retain such benefits until he/she is eligible to receive greater benefits under this Agreement.

In order to be paid for the Holiday or for vacation, an employee must work the scheduled work day before and the scheduled work day after the Holiday/Vacation leave.

However, employees absent due to the following circumstances shall not lose holiday pay:

5. Absence due to medically documented significant illness or injury, as approved by Human Resources.
6. Qualifying FMLA absences, as determined by Human Resources.
7. Employee is quarantined by State or Local Health Department written order.
8. Approved time off, as approved by Department Head or Designee.

7.05 Vacation: Terminal

An employee terminating after one (1) year of continuous employment will receive all accrued vacation time at that time.

An employee terminating after less than one (1) year of continuous employment must reimburse the County for all vacation time used during that employment.

7.06 A. Vacation: Pay

An employee entitled under Section 7.04 Vacation Leave will be paid for vacation at the employee's regular compensation rate.

B. Sell Back

Employees will be allowed the option to sell vacation time to the County at the rate of one hundred percent (100%) of the then current value. Sell backs will be the first payroll period of June and January in each year. Payment will be made by separate check. The employee must make the election to sell back by April 1 for the June payment and by September 1 for the January payment.

7.07 Vacation: Scheduling

Vacation may be prorated after completion of six (6) months of continuous employment with Employer. The vacation period will be the entire year and an employee will, subject to Employer's operating requirements, have his/her choice of vacation time. Vacation credits may be accumulated to the following maximum:

	MAY ACCUMULATE	
NORMAL WORKWEEK	Days	Hours
35 Hours	30	210

For this Section's purposes, the vacation year will be the employee's anniversary date.

Regular employees and part-time employees may overlap vacation schedules.

The employee may request a paperwork day one (1) week prior to scheduled vacation time.

7.08 Sick Leave

A. Definition of Sick Leave

1. An employee contracting or incurring any illness or disability that renders such employee unable to perform the employee's duties, shall receive sick leave with pay to the extent that such employee has been credited with sick leave.
2. An employee may use up to a maximum of seven (7) days per year of accumulated sick leave credits for the illness of a spouse, child, parent or member of the immediate household.

3. Sick leave may be used on an hourly basis and shall be so deducted with the minimum deduction being one hour.
4. An employee may use sick leave credits for Medical and Dental examinations.

B. Sick Leave Allotment

1. A full-time employee shall be credited with sick leave credits in accordance with the following schedule:

SICK LEAVE HOURS EARNED/ACCRUED

BI-WEEKLY

FULL-TIME EMPLOYEES

3.76923 (14 days/year)

2. A part-time employee shall receive a proportionate benefit.

C. Sick Leave Accumulation

1. Sick leave may be accumulated to a maximum of two-hundred and forty (240) days; i.e., 1680 hours for full-time employees.
2. Sick leave may be used as accumulated.
3. If an employee has not accumulated sick leave, the employee has the option to use vacation time or holiday time, in lieu of, sick leave if such sickness shall occur within thirty (30) days of the holiday.

D. Sick Leave Pay

An employee on sick leave shall be paid at the employee's regular compensation rate.

E. Unused Sick Leave

After five (5) years' employment unused sick leave shall be paid upon layoff or retirement of an employee up to a maximum of two-hundred and forty (240) days payable at fifty percent (50%) of the daily rate. Effective June 21, 2017, this payout, at time of retirement, will increase to seventy five percent (75%) of the daily rate (up to a max of 240 days).

After ten (10) years' employment, an employee who resigns shall be entitled to be paid for sick leave credits up to a maximum of two-hundred and forty (240) days payable at fifty percent (50%) of the daily rate.

After twenty (20) years' employment, an employee who resigns shall be entitled to be paid for sick leave credits up to a maximum

of two-hundred and forty (240) days payable at fifty percent (50%) of the daily rate.

F. Verification of Sick Leave

1. The Employer shall have the right to obtain medical verification for all sick leave in excess of three (3) consecutive days.
2. The Employer may require an employee to be examined by a physician designated by the Employer as to the nature of the illness or injury and the employee's resulting inability to perform the employee's regular duties. In such instances the Employer shall pay any outstanding fees or cost not covered by the employee's health insurance.

G. Workers' Compensation Awards

If any portion of a subsequently awarded Workers' Compensation award covers a period for which an employee has used accrued sick leave, then that proportion of the Workers' Compensation award shall be credited to restoring a pro-rated share to the employee's sick leave accrual.

H. The County participates in New York State Retirement Plan 41-j.

7.09 Personal Business Days

Each regular employee will receive personal business days in accordance with the following schedule:

<u>PERSONAL LEAVE HOURS EARNED/ ACCRUED BI-WEEKLY FULL-TIME EMPLOYEES</u>	
	70 hr. bi-weekly
	<u>Employee</u>
Equivalent to five (5) days per year	1.3461700

Personal business days may be accumulated to a maximum of five (5) days per year, non-cumulative, at the employee's then regular compensation rate. An employee desiring leave under this paragraph will, except in an emergency, provide reasonable advance notice of the desired date to the Department Head or designee and the Department Head or designee will respond in writing to the employee's request for personal time within seventy-two (72) hours of request. A part-time employee will receive a proportionate benefit under this Section. Personal business days may be used on an hourly basis and shall be so deducted with the minimum deduction being one (1) hour.

7.10 Leave for Death in Family

In the event of the death of the employee's mother, stepmother, father, stepfather, brother, sister, spouse, parent-in-law, grandparent, grandchild, child, stepchild or any other person who is an actual member of the employee's immediate household, an employee will receive paid leave up to a maximum of five (5) days. If a death in the family (as defined in the preceding paragraph) occurs during an employee's vacation or other scheduled time off, the Leave for Death in Family shall, at the employee's request, supersede. Vacation days or other scheduled time off may be rescheduled at the discretion of the Department Head.

For purposes of a memorial service or burial, bereavement leave may be used even when the burial or memorial service is not within five (5) days of the death of the relative. Documentation to substantiate the memorial service or burial is to be presented upon the County's request.

7.11 Leave for Jury Duty

Each regular or part-time employee will receive leave for jury duty. An employee on such leave will be paid the difference between the pay actually received for such attendance, and the pay the employee would have received if not on such leave. A part-time employee will receive a proportionate benefit under this Section. All employees subpoenaed to report to jury duty must provide proof of same to the Department Head. If jury service ends and the employee is released before the end of the work day, the employee is expected to return to duty upon release. The employee has the option, however, of utilizing vacation, personal or compensatory time accruals if the employee does not want to return to duty.

7.12 Severe Weather

In the event of severe weather or other events that result in hazardous travel conditions, employees who arrive at work or notify Employer within one (1) hour after the start of their shift may utilize accrued holiday, compensatory, personal and/or vacation days to make up for hours scheduled but not worked.

8. UNPAID TIME OFF

8.01 Meal Period

An employee will receive a meal period in accordance with present practice, without work responsibility at a reasonable time each day. The meal period will not be considered time worked. Such meal time period will be taken in accordance with Section 5.01 Workday and 5.02 Workweek.

When employees are unable to take a meal period and with the Department Head's/Supervisor's approval the meal period shall be paid at one and one-half (1 ½) times the employee's regular compensation rate.

8.02 Personal Leave: Basis and Amount

Unless otherwise required under the Family Medical Leave Act (FMLA), on application as required by Section 8.03 Personal Leave: Procedure, a regular employee or part-time employee who has completed one (1) year of continuous employment with the Employer will be granted unpaid leave of absence (a) up to twelve (12) months for personal illness, (b) up to twelve (12) months for maternity, (c) up to twelve (12) months for education and (d) up to twelve (12) months for other reasons as agreed to with Employer. An employee on leave pursuant to this Section will not accrue any benefits under this Agreement but will retain all previously accrued benefits.

At the option of the employee, appropriate accrued benefit time may be used with unpaid leave taken under the FMLA provided such leave is properly requested and documented. The use of paid sick leave in conjunction with FMLA leave for the care of family members will be subject to the requirements and limitations provided in Section 7.08 Sick Leave of this Agreement. Paid leave time will not count as part of an employee's entitlement under FMLA.

8.03 Personal Leave: Procedure

An employee desiring leave of absence under Section 8.02 Personal Leave: 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, and Employer will notify the employee of its decision within three (3) workdays after receiving such application. In an emergency the employee will so apply at the earliest reasonable date. Each such leave is subject to approval by the County Administrator, as the case may be. An employee desiring extension of any such leave will submit a similar application not later than five (5) days before the scheduled expiration of that leave, and Employer will notify the employee of its decision within three (3) days after receiving such application.

8.04 Personal Leave: 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 to work on expiration of any leave or extension thereof, will be deemed to have voluntarily resigned.

9. MONETARY BENEFITS: INSURANCE AND RETIREMENT

9.01 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.

9.02 Health Insurance

A. Eligibility

1. The Employer shall provide hospitalization and major medical insurance for each employee and the employee's eligible dependent(s) subject to the provisions of subparagraph "D" below.
2. The Employer shall provide a dental plan and a vision care plan for each employee and the employee's eligible dependent(s). A part-time employee hired after July 16, 1990 shall not be eligible to participate in the dental or vision care plans.
3. Employees will contribute as follows for participation in the County Dental Plan:
 - Individual coverage - \$2.00 per pay period
 - Two-person coverage - \$3.00 pay period
 - Family coverage - \$5.00 per pay period

The Employer shall provide a vision care plan as a rider to the PPO or EPO plan in which an employee is enrolled.

- 4.(i) Effective January 1, 1996, upon retirement, an employee's health insurance shall continue to be paid by the County; however, to the extent that the employee contributed toward the premium cost of the Health Insurance, they will continue to do so into retirement and at the rate contributed while an active employee. Any employee hired after February 9, 2006 must have at least ten (10) years of full-time service with the County in order to be eligible, at retirement, for County paid health insurance.
- (ii) An employee hired after July 1, 2017 shall receive health insurance in retirement in accordance with County Resolution 266-16, as may be amended from time-to-time.

The Union reserves the right to impact bargain any amendments to the Resolution.

B. Insurance Plans

Preferred Provider Organization enrollment:

1. An employee may elect to enroll in the Greene County Preferred Provider Organization ("PPO") Plan, which features both an in-network and out-of-network level of benefits or the Greene County Exclusive Provider Organization ("EPO") Plan, which offers in-network benefits only. The County agrees to maintain the lowest physician co-pay offered by the carrier, but effective January 1, 2016, in no event will it be lower than a \$20.00 co-pay.
 2. Prescription drug co-payment will be \$10/\$30/\$45 effective January 1, 2016.
 3. Any change to prescription drugs will be referenced to a Health Insurance Committee comprised of three (3) UPSEU, 3 AFSCME, 3 CSEA, 3 Corrections Unit and 3 Deputies UPSEU representatives, as well as 3 County representatives. The Committee will review the matter and make a recommendation as to how to proceed. If the recommendation of the Committee is not accepted by the legislature, the increase proposed by the carrier will be implemented.
 4. An employee may elect to enroll in the Greene County PPO Plan within six (6) months prior to the employee's retirement.
 5. The Employer may change carriers and/or provide alternative plans during this Agreement provided such alternative plans are substantively equivalent to or more comprehensive than the primary plan currently provided.
- C. Effective January 1, 2016, the PPO and EPO will be a deductible plan, which includes mandatory mail order prescription maintenance medications. Deductible plan will be as follows: \$400/\$800 yearly deductible with \$1000/\$2000 yearly out-of-pocket maximum; coinsurance in effect once deductible is met; Plan pays 80%/Employee 20%; and continuation of Employee premium contribution.

D. Premium Payments

1. Effective April 1, 1996, the Employer will pay one hundred percent (100%) of the premium for individual and/or dependent coverage for all full-time employees, subject to paragraph B (1) above.
2. Effective April 1, 1996, the Employer will pay one hundred percent (100%) of the premium for individual and/or dependent coverage for all part-time employees hired on or before July 16, 1990, subject to paragraph B (1) above.
3. Effective April 1, 1996, a part-time employee hired after July 16, 1990, may enroll in an PPO or EPO option provided such employee pays one hundred percent (100%) of the premium for individual and/or dependent(s) coverage.
4. Any employee hired after January 1, 2009 shall contribute fifteen percent (15%) toward the cost of individual, 2-person and/or family health insurance coverage.
5. Any employee hired on or after December 16, 2015 shall contribute twenty percent (20%) toward the cost of individual, 2-person and/or family health insurance coverage.
6. Effective May 1, 2023, current employees and newly hired employees shall contribute twelve and one-half percent (12.5%) toward the cost of individual, 2-person or family health insurance coverage.

Any employee currently contributing zero percent (0%) shall be grandmothers in at the zero percent (0%) level.

E. Health Insurance Buyout

- 1.a A full-time employee hired on or before January 1, 2020, who is insured under another health insurance plan may elect to refuse participation in the Employer's health insurance plan. Such employee shall receive a payment for each month the employee is eligible but does not elect coverage. The monthly payment shall equal the amounts as set forth in the following table. Payment shall be made the first pay period of the following month.

	Buyout at 0% contribution	Buyout at 10% contribution	Buyout at 15% contribution	Buyout at 20% contribution
Individual	\$333.00	\$299.70	\$283.05	\$266.40
2-Person	\$666.00	\$599.40	\$566.10	\$532.80
Family	\$999.00	\$899.10	\$849.15	\$799.20

- 1.b A full-time employee hired on or after January 1, 2020, who is insured under another health insurance plan may elect to refuse participation in the Employer's health insurance plan. Such employee shall receive a payment for each month the employee is eligible but does not elect coverage. The monthly payment shall equal the amounts in the following table. Payment shall be made the first pay period of the following month.

	Buyout
Individual	\$133.20
2-Person	\$266.40
Family	\$399.60

2. To be eligible for the health insurance "buy-out" the employee must document that the employee is covered under another health insurance plan. Thereafter, such employee must provide documentation on, or immediately before, December 1st of each year.
3. An employee may elect to resume coverage in the Employer's health insurance plan on the first day of the following month provided the employee gives the Employer a minimum of five (5) business days' notice. Reinstatement shall be subject to any terms, conditions and/or limitations as set forth in the contracts issued by the carrier.
4. A retiree shall not be eligible for the health insurance "buy-out".
5. In the event a husband and wife are both employed by the County and one is receiving County provided health insurance benefits, the other spouse shall not be entitled to the buy-out option. Similarly, if a parent and child are both employees of the County and the parent is receiving health insurance benefits from the County, which includes coverage of the child/employee, the child/employee shall not be entitled to the buyout option.

- 9.03 Retirement Plan
Employer will continue to participate and cover each employee under the New York State Career Retirement Plan.
- 9.04 Professional Liability Insurance
Employer will continue to provide, at Employer's expense, a malpractice protection program for each employee.
- 9.05 Disability Benefits Insurance
Employer shall provide the New York State Disability Benefits Insurance Plan for all full-time and part-time employees.
- 9.06 Communicable Disease Exposure
Should an employee become exposed to a communicable disease (as defined by the New York State Department of Health) as a result of his/her employment with the Employer and, as a result, be deemed by the Employer unable to work during the incubation period when the employee is otherwise physically able to work, the Employer will compensate the employee for a period not to exceed twenty-one (21) calendar days, to the same extent as would be the case under Workers' Compensation, provided the employee timely files a claim for Workers' Compensation which is denied. Such employee may use sick leave time, or other benefit time, to complement the Employer's payment, or Workers' Compensation payment, whichever is applicable. It is not the intention of this Section that an employee shall receive more total monies (Workers' Compensation, Employer compensation and/or benefit time) than the employee would otherwise receive had the employee been working straight time hours.
- 9.07 "125" Cafeteria Plan
Effective upon ratification by both parties, the Employer will establish a "125" Cafeteria Plan.

10. MONETARY BENEFITS: MISCELLANEOUS

- 10.01 Terminal Benefits
The Employer, except in cases of discharge based on misconduct, will give an employee twenty (20) workdays' notice of termination or compensation to the extent such notice is deficient.
- 10.02 Experience Differential
A new employee may be placed on Schedule A above the hire rate if they have verifiable experience as a registered practical nurse in Public Health.

Individuals with this type of experience shall be placed in accordance with the following scale:

- A newly hired employee may be placed at a step equivalent to one-half (1/2) of their verifiable experience, but not to exceed Step 5.
- Part time employees will be placed on a step at a time prorated basis.

Additionally, a new employee may be placed on Schedule A at Step 1 if they have verifiable experience as a registered professional nurse of at least four (4) years or more in an area other than public health. No current employee will be negatively impacted by this language.

Six (6) months of the individual's experience must have been within the preceding twenty-four (24) months.

10.03 Education Differential

Effective January 1, 2023, Employer will pay annually additional compensation at the rate of one thousand (\$1,000) dollars per year to a regular employee who holds a baccalaureate degree, one thousand five hundred (\$1,500) dollars to regular employee who holds a Master's Degree and two thousand (\$2,000) dollars per year to a regular employee who holds a doctorate, in a program in nursing or an allied field from an accredited educational institution except that an employee who is required to possess a particular degree to qualify for the employee's position shall not be entitled to a differential for such degree under this Section. A part-time employee will receive a proportionate benefit under this Section.

10.04 Tuition Refund

After one (1) year of employment with the Employer, the Employer will reimburse a regular employee at the end of each semester for tuition and fees actually incurred, and not reimbursed from another source, by the employee in successfully completing (grade "C" or better) up to six (6) credit hours of advanced study in courses leading to a nursing degree or courses related to improvement of job performance. Reimbursement is limited to nine (9) credits per year.

The employee will be obligated to serve Employer for at least one (1) year after completion of the semester. Such employee who does not complete the one (1) year shall reimburse the County the full amount of tuition. Part-time employees are ineligible for tuition reimbursement.

10.5 Shift Differential

Employer will pay an employee additional compensation at the rate of ten percent (10%) of the employee's regular compensation rate for each evening shift worked, and fifteen percent (15%) of the employee's regular compensation rate for each weekend shift worked.

10.6 Temporary Assignment to Higher Classification

If an employee is assigned the duties of a higher rated job, the employee will be compensated at the rate for that job as long as the employee is so assigned. Such compensation shall be at the rate of four dollars (\$4.00) per hour in excess of the employee's regular compensation rate.

10.7 Meal Allowance

Upon receipt of an appropriate meal voucher, Employer will reimburse employees at the then-current County meal reimbursement rate. This meal allowance will not be deemed compensation for any purpose. Reimbursement shall be for travel and meals out of County.

10.8 Transportation Allowance

Employer will compensate employees who must use their own transportation in discharging profession employment functions and responsibilities and on Employer business, with prior notice and approval of the Employer at the current IRS allowance. Changes in the IRS allowance will be prospective and effective thirty (30) days after notice to the County of change from the UPSEU of such change.

10.09 Longevity Differential

Effective 1/1/23 the longevity schedule shall be amended as follows:

<u>Upon the completion of:</u>	<u>\$\$</u>
5 years of employment -	\$ 900
10 years of employment -	\$ 1,000
15 years of employment -	\$ 850
20 years of employment -	\$ 950
25 years of employment -	\$ 200

These payments are cumulative.

The current practice of accruing these differentials shall continue. Longevity Differentials shall be paid in a lump sum on the employee's anniversary date.

10.10 Certification Differential

Employees who currently are certified or who become certified in colposcopy or lactation will receive one thousand (\$1,000) dollars per year certification differential in addition to their base compensation rate.

Once certified to perform the procedure of colposcopy, the NP actually performing the procedure will receive \$50.00 for each colposcopy so performed.

10.11 County Cars

Full-time employees shall be assigned County cars to use in conducting County business. Part-time employees shall be assigned as cars are available.

10.12 Cellular Telephones

The Employer shall provide a cellular telephone to each full or part-time employee who is assigned work outside of the County offices. The model of telephone, the service and plan selected are reserved to Employer discretion. Cellular phones assigned to unit members are to be returned to the work location when not in use.

10.13 Compensatory Time

At the employee's option, an employee will receive equivalent time off with pay at his/her regular rate of pay, accrued at an overtime rate, in lieu of overtime cash pay. The employee must elect "time off" or "pay" on the approved County Form. Such election must be made at the time the overtime is earned. The employee may bank up to forty (40) hours of compensatory time. In order to use compensatory time, the employee must request same (in the same manner as vacation time is requested). The request will be reviewed by the Director.

Compensatory time off shall be denied if it will cause overtime. All compensatory time on the books at the end of the year shall be paid to the employee.

10.14 Call Back Compensation

An employee called back to work after their shift has been completed or who is required to return to work due to pre-scheduled rabies vaccine appointments outside of the workday/workweek, will receive minimum call-back pay of two (2) hours paid at time and one half the employee's regular rate of pay, plus time worked.

11. HEALTH

11.01 Health Examination

Employer will, at its expense, give each employee a general health examination (including chest x-ray where indicated and laboratory work) when the employee enters the Employer's employ and annually thereafter.

11.02 Program for Blood-Borne Pathogens

Employer shall provide an organized management program consistent with the Occupational Safety and Health Administration (OSHA) standards for blood-borne pathogens. It is understood that employees shall receive education, evaluation, counseling, and follow-up as required by this standard.

12. SAFETY AND SECURITY

One (1) bargaining unit member, appointed by the UPSEU shall serve on the County's Safety Committee and shall have input into meeting agendas. A copy of all Safety Committee meetings will be given to each Committee member and to the UPSEU within two (2) weeks of such meetings.

There shall be a written response from the County to any and all complaints by bargaining unit members about incidents for the malfunctioning of equipment within two (2) weeks of such complaint, along with the action taken by the County.

There will be clearly defined reporting system for on-the-job injuries, disease related to work, suspected exposure to hazardous agents, physical assaults that do or do not result in injury, verbal assaults or threats and safety hazards noted in the environment.

The County will provide bargaining unit members timely notification of existing hazards and will take immediate and appropriate steps to eliminate the risk.

13. BUSINESS OR EMPLOYMENT INTERRUPTION

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

14. GRIEVANCE ADJUSTMENT

14.01 Scope

Except as otherwise provided in this Agreement, every grievance either UPSEU (or the employees) or Employer may have with each other arising from application or interpretation of this Agreement or applicable Personnel Policies or Rules, or otherwise, will be adjusted as stated in Sections 14.02 Procedure for Initiation through 14.06 Arbitrator's Powers: Limitations.

14.02 Procedure For Initiation

If the UPSEU believes that there has been a violation, misinterpretation, or inequitable application of the Sections of this Agreement or applicable Personnel Policies or Rules, or otherwise, the UPSEU may file a formal

complaint on behalf of the aggrieved employee or employees. The grievance shall specify the nature of the complaint, including the section of the Agreement that was allegedly violated.

14.03 Procedure and Time Limits: Step One

The UPSEU shall submit a written grievance 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) to the Department Head within ten (10) workdays from knowledge of the occurrence, or when the UPSEU should have had knowledge. The UPSEU shall submit a written grievance for a monetary claim within thirty (30) days from knowledge of the occurrence, or when the UPSEU should have had knowledge. Failure to submit the grievance within said time limits shall make the grievance ineligible for appeal under this Article or any other procedure. Within ten (10) workdays after receiving the grievance, the Department Head shall meet with the aggrieved employee(s) and the Local and/or Labor Relations Representative of the UPSEU. Within ten (10) workdays after said meeting, the Department Head shall issue a written response to the grievance. No response will be considered a denial.

14.04 Procedure and Time Limits: Step Two

If the UPSEU is not satisfied with the response to the grievance at Step One, the UPSEU may submit the matter to the County Administrator. The appeal must be submitted, in writing, within ten (10) workdays from receiving the Step One response, or when the Step One response should have been received. Failure to submit the appeal within said ten (10) days shall make the grievance ineligible for further appeal under this Article or any other procedure. Within ten (10) workdays after receiving the appeal, the County Administrator shall meet with the aggrieved employee(s) and the Local and/or Labor Relations Representative of the UPSEU. Within ten (10) workdays after said meeting, the County Administrator shall issue a written response to the grievance. Said response shall be sent to the Labor Relations Representative of the UPSEU. No response will be considered denial.

14.05 Procedure and Time Limits: Arbitration

If the UPSEU is not satisfied with the response to the grievance at Step Two, and the grievance involves the application or interpretation of this Agreement, the UPSEU may submit the matter to arbitration by filing a Demand of Arbitration with the American Arbitration Association in accordance with its rules and regulations. The arbitration decision will be final and binding on the parties. The Demand for Arbitration must be filed within fifteen (15) workdays from receiving the Step Two response, or when the Step Two response should have been received. Failure to file the Demand within said fifteen (15) days shall make the grievance ineligible for arbitration or any other appeal, and the case will be deemed to be closed.

14.06 Arbitrator's Powers: Limitations

The Arbitrator shall not have any power to amend, modify, or delete any Sections of this Agreement.

14.07 Arbitrator's Fees

The Arbitrator's fees shall be shared equally by the UPSEU and the Employer.

14.08 Time Limits

Time limits for the Grievance and Arbitration Procedure may be extended by mutual Agreement of both parties.

15. LEAVE FOR INVESTIGATING OR PRESENTING GRIEVANCE

The aggrieved employee and/or the UPSEU Labor Relations Representative, or one employee designated to act in the Labor Relations Representative's absence, shall be allowed release time, without loss of pay or leave credits, for the purpose of investigating and presenting a grievance.

Verbal requests for the use of release time shall be made to the Department Head, or the Department Head's designee. Requests shall be made sufficiently in advance to permit proper scheduling. The aggrieved employee and/or the local representative, or designee, shall not be allowed to be released from work until such leave has been approved.

Notwithstanding any of the foregoing, there shall be no interference with the operation of the Department.

16. PROCEDURE FOR DUE PROCESS HEARINGS

Where required by Section 71, 72 and 73 of Civil Service Law, the Employer must hold a due process hearing, the procedure utilized by the Employer shall be as follows:

The Employer may appoint a Hearing Officer who shall have the authority to receive testimony and evidence, issue subpoenas, and issue an opinion and award. The award may be appealed by the Employer or the employee, pursuant to the Arbitration procedure, as set forth in Section 14.05 Procedure and Time Limits: Arbitration of this Agreement. Such Hearing Officer may be a County employee, provided such employee is unrelated to the case. Either party may request a stenographic record of the hearing. The party who requests said record will be responsible for payment of the cost associated with the production of said record. Should the other party request a copy of such stenographic record, he/she will be responsible for payment of the cost associated with obtaining said copy. Should both parties request a stenographic record, the costs associated with production of said record and one (1) copy will be shared equally.

The UPSEU and the affected employee shall be notified at least four (4) weeks prior to the due process hearing.

17. BUSINESS MANAGEMENT

Except as in this Agreement otherwise provided, the Employer retains the sole and exclusive right to promulgate rules and regulations; direct, designate, schedule and assign duties to the work force; plan, direct and control the entire operation of the agency; discontinue, consolidate or reorganize any department or branch; transfer any or all operations to any other location or discontinue the same in whole or in part; merge with any other institution; make technological improvements; install or remove equipment; and carry out the ordinary and customary functions of management possessed or exercised by the agency prior to the execution of this Agreement, except as limited herein. All the rights, powers, discretion, authority and prerogatives possessed by Employer prior to the execution of this Agreement, whether exercised or not, are retained by and are to remain exclusively with the Employer, except as limited herein.

18. MISCELLANY

18.01 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 Greene;
- (c) UPSEU means United Public Service Employees Union;
- (d) "employee" means an employee covered by Article 1 Agreement Scope;
- (e) "day" means a calendar day;
- (f) "week" means a calendar week;
- (g) "month" means a calendar month;
- (h) "year" means a calendar year;
- (i) "holiday" means a twenty-four (24) hour period beginning with the start of the day shift commencing on the celebrated day enumerated in Section 7.01 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 or other employee benefit determined by multiplying the applicable benefit for a regular employee with the same job title and same seniority by a fraction whose denominator is the number of hours in such regular employee's normal workweek and whose numerator is the number of hours (including fractions thereof) in the part-time employee's normal workweek;

- (l) "agency" means public health service;
- (m) "department head" means the County employed Director of Public Health.

18.02 Non-Discrimination

Neither Employer nor UPSEU 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, disability, or activity on behalf of UPSEU.

18.03 Meetings

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

18.04 Meetings Facilities

Employees may meet on Employer premises to consider employment conditions. Employees will notify the Employer in writing, submitted to the Office of the County Administrator in advance of use of the Employer's facilities.

If the meeting facilities are unavailable for use, the Employer shall notify the Employees within two (2) business days of receipt of the request.

18.05 Notice to Employees

Employer will provide each employee with a copy of this Agreement (to be supplied by UPSEU) 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 including the job description, regular compensation rate of the position to which the employee is appointed, transferred or promoted and hours of work.

18.06 Agreement Construction

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

18.07 Notices

Any notice required to be served on Employer under this Agreement will be either mailed to Employer by certified mail or delivered to Employer or so mailed or delivered to such person and at such address as Employer may designate by written notice served on UPSEU. Any notice required to be served on UPSEU under this Agreement will be mailed to 187 Wolf Road, Suite 204, Albany, New York 12205 or to such other person and at such address as UPSEU may designate by written notice serviced on Employer.

18.08 Separability

This Agreement and its component Sections 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 Sections of this Agreement, each such Section will be deemed amended to the extent necessary to comply with such law, regulation or decision, but otherwise this Agreement will not be affected.

19. STAFF DEVELOPMENT

19.01 Programs

Employer will provide:

- (a) a planned orientation program that orients all new employees as to (including but not limited to) the necessary and required Department policies and checklists;
- (b) an organized program of in-service education on work time;
- (c) paid time off plus travel time for a one-day travel for conference (note: travel time equivalent from home to worksite is not compensable) costs, and financial aid to cover the cost of the program (within reasonable limits) for attending approved participation in educational institutes, workshops, or meetings which will improve the individual's on-the-job performance;
- (d) cooperative evaluation and recording of a nurse's performance and experience at least annually with a duplicate copy of evaluation to be given employee, terminal interview and evaluation, if requested;
- (e) each employee, with access to all materials (except pre-employment information) in his/her personnel file. An employee will give the Employer at least a forty-eight (48) hour written notice of such request and all materials will be reviewed in the Personnel Office.

19.02 Improvements of Patient Care

A mechanism shall be established for employee involvement in the improvement of patient care.

20. AMENDMENT

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

21. EFFECTIVE DATE AND DURATION

The Agreement shall be three (3) years in duration, effective from 12:01 am January 1, 2023 and will remain effective until 12 midnight December 31, 2025.

22. FLEX-TIME

22.01 Flexible Time - Definition

Any variation in scheduling from the "normal" workday of seven (7) hours, and in the case of full-time employees, variation in scheduling from the "normal" workweek of thirty-five (35) hours.

22.02 Flex-Time: Availability

Flex-Time schedules will be available to the employee on a voluntary basis only. These schedules will be based on operating requirements of the Employer. Reasonable effort will be made to meet the individual employee's needs. Flex-time scheduling will not be implemented by the Employer without prior approval of the employee.

22.03 Flex-Time: Holidays

Compensation for time not worked on Holidays will be based on seven (7) hours or prorated based on the hours worked if less than seven (7) hours. (In the Health Service, compensation for holidays will be per Section 6:03 Compensation Rate or Equivalent Time Off: Holiday Work).

22.04 Flex-Time: Overtime - Compensation

With the exception of scheduled shifts of less than seven (7) hours, compensation for time worked in excess of the regularly scheduled shift will be at a rate of one and one-half times ($1 \frac{1}{2} \times$) the regular compensation rate. No employee will work in excess of fourteen (14) hours.

22.05 Flex-Time: Sick Leave - Compensation

Compensation for time not worked as a result of sick leave will be based on the regularly scheduled hours of the Flex-Time Schedule. Sick time to be used in hours in accordance with Flex-Time Schedule.

22.06 Flex-Time: Vacation Leave - Compensation

Compensation for time not worked as a result of vacation leave will be based on the regularly scheduled hours of the Flex-Time Schedule. Vacation time to be used in hours in accordance with Flex-Time Schedule.

22.07 Flex-Time: Breaks and Meal Times

Under Flex-Time Scheduling, breaks and meal times will be granted in the following manner, according to hours worked:

- (a) Three and one-half ($3 \frac{1}{2}$) hours - one (1) paid fifteen (15) minute break.
- (b) Five (5) hours - one (1) paid fifteen (15) minute break and one (1) unpaid thirty (30) minute meal period.
- (c) Seven (7) hours - one (1) paid fifteen (15) minute break and one (1) unpaid thirty (30) minute meal period.

- (d) Ten (10) hours - two (2) paid fifteen (15) minute breaks and one (1) unpaid thirty (30) minute meal period.
- (e) Twelve (12) hours - three (3) paid fifteen (15) minute breaks and one (1) unpaid thirty (30) minute meal period.

This is in accordance with the present practice in which an employee will receive a meal period, without work responsibility at a reasonable time each day. The meal period will not be considered time worked. (Section 8.01 Meal Period).

The meal period (aka, lunch period) may be taken at the end of the workday only upon prior approval of the appropriate Supervisor. The request to use an end of day meal period must be made (in most cases) at the beginning of the workday and said request may be denied if, in the opinion of the Supervisor, to grant the request would impede operations.

22.08 Flex-Time: Shift Differential

Compensation for shift differential will be paid on hours worked in the "regular" shift differential classification, (i.e., 7:00 am - 7:00 pm shift - four (4) hours to be paid at a rate of evening shift differential). In the Health Service, shift differential will be paid for hours worked after 4:00 pm.

22.09 Flex-Time: Discontinuance

Flex-Time Scheduling may be discontinued by the employee or Employer upon four (4) week's written notice. The decision by the Employer or employee to discontinue flex time shall not be arbitrary or capricious.

23. SUBSTANCE ABUSE TESTING PROCEDURE

All employees represented by this bargaining unit shall be subject to substance abuse testing in accordance with the Substance Abuse Testing Procedure attached as Exhibit A.

EXECUTION


Signed by Employer and UPSEU.

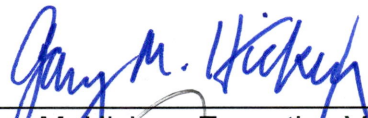
THE COUNTY OF GREENE



Shaun S. Groden, Administrator

Date: 9-12-23

UNITED PUBLIC SERVICE
EMPLOYEES UNION


Kevin E. Boyle, Jr., President

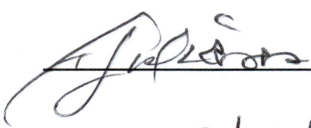

Gary M. Hickey, Executive Vice
President/Regional Director


Daniel Schuttig
Labor Relations Representative

Date: 09-12-23.

Negotiating Committee:


Holly L. Paulin


[unclear]

Date: 9/12/23

SCHEDULE A

- A-1.01 Effective January 1, 2023 through December 31, 2025: See attached salary schedule.
- A-1.02 Regular employees with less than one (1) year of employment with the Employer will move to the next step on their anniversary date of employment.
- A-1.03 A part-time employee will receive benefit directly proportionate to the time he or she works, based upon the appropriate regular compensation rate provided by provisions A-1.01, A-1.02 and A-1.03.
- A-1.04 The Per Diem hourly rate shall be the highest Step in Grade for the title detailed on Schedule A.
- A-1.05 Schedule A shall be amended by converting the annualized wage rates to hourly rates in accordance with the attached schedule.
- A-1.06 Effective January 1, 2023, \$2,500 shall be added to the base salary then an additional four percent (4%) increase. Per diems will receive prorated amounts.
- A-1.07 Effective January 1, 2024, four percent (4%) increase. Per diems will receive prorated amounts.
- A-1.08 Effective January 1, 2025, a three percent (3%) increase. Per diems will receive prorated amounts.

UPSEU SCHEDULE A
January 1, 2023 – December 31, 2025

2023: \$2,500 on base plus 4%

2023	Hire Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 8	Step 9	Step 11
RN	31.11	31.80	32.64	33.49	34.33	35.18	36.03	37.03	38.04
PHN	33.20	33.68	34.77	35.87	36.98	38.08	39.17	40.18	41.18
NP	49.28	50.17	51.07	51.96	52.86	53.53	54.25	55.85	57.87

PER DIEM Rate will be the highest Step in Grade for each title

2024: 4%

2024	Hire Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 8	Step 9	Step 11
RN	32.35	33.07	33.95	34.83	35.70	36.59	37.47	38.51	39.56
PHN	34.53	35.05	36.16	37.30	38.46	39.60	40.74	41.79	42.83
NP	51.25	51.18	53.11	54.04	54.97	55.67	56.42	58.08	60.18

PER DIEM Rate will be the highest Step in Grade for each title

2025: 3%

2025	Hire Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 8	Step 9	Step 11
RN	33.33	34.06	34.96	35.87	36.77	37.68	38.60	39.67	40.75
PHN	35.56	36.08	37.25	38.42	39.61	40.79	41.96	43.04	44.11
NP	52.79	53.74	54.71	55.66	56.62	57.62	58.11	59.83	61.99

PER DIEM Rate will be the highest Step in Grade for each title

New Hire Signing Bonus: For those newly hired (FTE only) – shall receive a \$2,500.00 signing bonus with half (1/2) paid one thousand two hundred fifty (\$1,250.00) dollars after six (6) months of employment and the second half (1/2) paid one thousand two hundred fifty (\$1,250.00) dollars after one full year of employment.

Newly hired employees will have to work for Public Health for three (3) years or must reimburse the County as follows:

- Within the first year: 100% of the bonus paid
- Within the second year: 75% of the bonus paid
- Within the third year: 50% of the bonus paid

Per Diems: If a current per diem (a per diem who is on the payroll at the time of execution of this MOA) moves to full time position within the Public Health, the per diem will be hired into the full time position at Step 11 of the pay schedule.

EXHIBIT A SUBSTANCE ABUSE TESTING PROCEDURE

POLICY

- 1.1 To ensure the integrity of Public Health and Corrections Nursing, and to preserve public trust and confidence in a fit and drug free Public Health and Corrections Nursing services, the County shall implement an alcohol and drug-testing program to detect prohibited drug use by employees represented under this collective bargaining Agreement.

DEFINITIONS

- 2.1 **DRUG TEST.** The compulsory production and submission of urine by an employee for chemical analysis to detect prohibited drug usage.
- 2.2 **REASONABLE SUSPICION.** That quantity of proof or evidence that is more than a hunch, but less than probable cause. Reasonable suspicion must be based on specific, objective facts and any rationally derived inferences from those facts about the conduct of an employee that would lead the reasonable person to suspect that the employee is under the influence of illegal drugs while on duty or has been using drugs while on or off-duty.

PROCEDURES/RULES

- 3.1 **PROHIBITED ACTIVITY.** The following rules shall apply to all employees represented under the UPSEU bargaining Agreement while on or off duty.
 - 3.1.1 No employee shall illegally possess any controlled substances.
 - 3.1.2 No employee shall ingest any controlled or other dangerous substances, unless as prescribed by a licensed medical practitioner.
 - 3.1.3 No employee shall ingest any prescribed or over-the-counter medication in amounts beyond the recommended dosage.
 - 3.1.4 Any employee who unintentionally ingests or is made to ingest a controlled substance shall immediately report the incident to the Public Health Director or Sheriff so that appropriate medical steps may be taken to ensure the employee's health and safety.
 - 3.1.5 An employee shall notify the Human Resources Director when required to use prescription medicine which has the potential to impair job performance. The employee shall advise the Human Resources Director of the known side effects of such medication and the prescribed period of use. The Human Resources Director shall document this information through the use of an internal

memorandum and maintain this memorandum in a secured file. The employee may be temporarily reassigned to other duties, where appropriate.

- 3.1.6 An employee having a reasonable basis to believe that another employee is illegally using, or in possession of any controlled substance shall immediately report the facts and circumstances to the appropriate department head.
- 3.1.7 No employee shall consume alcohol while on duty or be under the influence of alcohol while on duty.
- 3.2 **EMPLOYEE DRUG TESTING:** Bargaining unit employees will be required to take drug tests as a condition of continued employment in order to ascertain prohibited drug use, as provided below:
 - 3.2.1 The Department Head may order an employee to take a drug test upon documented reasonable suspicion that the employee is or has been using drugs. A summary of the facts supporting the order shall be made available to the employee prior to the actual test.
 - 3.2.2 Employees shall be uniformly tested during any unannounced, mass/mandatory random drug testing required.
 - 3.2.3 A drug test may be considered as a condition of application to the specialized units within a Department or unit therein and may be administered as part of the required physical examination for that position or randomly performed while assigned to such specialized unit.
- 3.3 **DRUG-TESTING PROCEDURES.** The testing procedures and safeguards provided herein to ensure the integrity of the County drug-testing shall be adhered to by any personnel qualified to administer drug testing:
 - 3.3.1 Personnel authorized and qualified to administer drug tests shall require positive identification from each employee to be tested before they enter the testing area. A pre-test interview shall be conducted by testing personnel with each employee in order to ascertain and document the recent use of any prescription or non-prescription drugs, or any indirect exposure to drugs that may result in a false positive test result. The employee will be required to sign a medical release of information form in the event that a physician must be contacted for clarification or verification of legal drug use.
 - 3.3.2 The bathroom facility of the testing area shall be private and secure. Authorized testing personnel shall search the facility before an employee enters it to produce a urine sample, and document that it is free of any foreign substances.
 - 3.3.3 Testing personnel of the same sex as the employee shall be present and observe production of the urine sample.

- 3.3.4 Where the employee is unable or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug-test report form. The employee shall be permitted no more than three (3) hours to give a sample, during which time said employee shall remain in the testing area, under observation. Reasonable amounts of water may be given to the employee to encourage urination. Failure to submit a sample shall be considered a refusal to submit to a drug-test.
- 3.3.5 Specimen samples shall be sealed, labeled and checked against the identity of the employee to ensure the results match the tested specimen. Samples shall be stored in a secured and refrigerated atmosphere until tested or delivered to the testing lab representative.
- 3.3.6 An employee's urine sample shall be split and stored in case of legal disputes. The urine samples must be provided at the same time and marked and placed in identical specimen containers by authorized testing personnel. One sample shall be submitted for immediate drug-testing. The other sample shall be secured in frozen storage. If the results of the original test are positive, the employee may, within ten (10) calendar days of the employee's written notification of the positive test, elect to have the remaining specimen tested by a laboratory of his choice licensed by Section 575 of the New York State Public Health Law for testing by Gas Chromatography, with mass spectrometry or an equivalent scientifically accepted method.

In the event that the second drug test, requested by the employee is returned with negative results, the first drug test which indicated a positive result, would be negated.

Chain of Custody Documentation shall be maintained by the Human Resources Department. A copy of the laboratory report of such test will be provided to the Human Resources Director. If an employee does not reply within this time frame, the confirming test will be performed by the original testing laboratory.

- 3.3.7 Each step in the collection and processing of the urine specimens shall be documented to establish procedural integrity and the chain of custody specific procedures may be promulgated by the Human Resources Director to ensure compliance. Where a positive result is confirmed, urine specimens shall be maintained in secured, frozen storage for an indefinite period determined by the date of final disposition and statute of limitations for appeal if applicable.
- 3.3.8 The urine sample first shall be tested using the initial drug screening procedure. An initial positive test result will not be considered conclusive; rather, it will be classified as "confirmation pending" until the confirmation test results are obtained.
- 3.3.9 A specimen testing positive will undergo an additional confirmatory test.

- 3.3.10 The drug screening tests selected shall be capable of identifying marijuana, cocaine, and every major drug of abuse including heroin, amphetamine and barbiturates. Personnel utilized for testing will be certified as qualified to collect urine samples or adequately trained in collection procedures.
- 3.3.11 Drug testing levels will be in accordance with current federal DOT Guidelines for Cocaine, Amphetamines, Opiates and PCP and barbiturates. Marijuana testing shall be in accordance with applicable NYS and Federal law. Testing levels for any drug not listed above will be in accordance with the current levels set forth by the certified lab. Concentration of a drug at or above these levels shall be considered a positive test result. Personnel utilized for testing will be certified to collect urine samples and adequately trained in collection procedures.
- 3.4 DRUG-TEST RESULTS. An employee having negative drug test results shall receive a memorandum stating that no illegal drugs are found. If the employee requests such, a copy of the letter will be placed in the employee's personnel file.
- 3.4.1 All records pertaining to required drug tests shall remain confidential and shall not be provided to other employers or agencies without the written permission of the person whose records are sought.
- 3.4.2 An employee who breaches the confidentiality of testing information shall be subject to discipline.
- 3.4.3 Drug test results and records shall be stored and retained in compliance with state law, or for an indefinite period in a secured area where there is no applicable state law.

CONSEQUENCES OF REFUSING OR FAILING TO TAKE A DRUG TEST

- 3.5 Employees who refuse to take a drug test as provided herein, may be the subject of disciplinary action.
- 3.5.1 Employees who fail a drug test shall be offered Employee Assistance and be provided access to treatment and rehabilitation and shall not be the subject of disciplinary action.
- 3.5.2 While undergoing treatment and rehabilitation, the employee shall be afforded the necessary time off and may use their leave accruals or a combination thereof to cover absences.
- 3.5.3 Employees are required to provide proof periodically during the course of treatment and program and must provide proof of program treatment to the Human Resources Director.

CONSEQUENCES OF REFUSING TO TAKE A DRUG TEST

Compliance with this policy is a condition of employment. Refusal to take a required test may result in disciplinary action. Such disciplinary action shall be taken in accordance with the terms of the collective bargaining Agreement.

CONSEQUENCES OF A POSITIVE DRUG TEST

Where appropriate, and in the sole discretion of the appropriate Department Head, any employee having a positive test result may be removed from duty immediately and will be referred to the Employee Assistance Program for treatment. A course of treatment and return to duty will be determined by the EAP provider. Such employee shall be entitled to use sick, compensatory, vacation, leave or a combination otherwise, or if the employee has no leave time, will be in unpaid status to comply with the course of treatment ordered by the EAP provider. The employee shall not be returned to work until the EAP provider authorizes such return.