AGREEMENT

Between

NEW YORK STATE NURSES ASSOCIATION

And

THE COUNTY OF WESTCHESTER

January 1, 2006 - December 31, 2008
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PREAMBLE
AGREEMENT by and between the COUNTY OF WESTCHESTER, a municipal corporation of the State of New York and with offices in the County Office Building, 148 Martine Avenue, White Plains, New York, hereinafter designated as the "County" and THE NEW YORK STATE NURSES ASSOCIATION, a membership corporation with offices at 11 Cornell Road, Latham, New York 12110 and at 120 Wall Street, 23rd Floor, New York, New York 10005, hereinafter designated as the "Association."

1. THE AGREEMENT

1.01 Definitions
As used herein, the following terms shall have these meanings:

A. "County" means the County of Westchester;

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

C. "Employee" means a member of the negotiating unit defined in paragraph 1.02;

D. "Department" shall mean that unit of County government designated as a Department under the Westchester County Charter and the Westchester County Administrative code as amended from time to time.

1.02 Appropriate Unit
The appropriate County-employee negotiating unit in accordance with the Civil Service Law and Act number 84-1967 of the Board of Supervisors of Westchester County as amended to which this agreement applies consists of all County employees licensed or otherwise lawfully authorized to practice as registered professional nurses, and employed by the County in such capacity and entitled to collective bargaining representation by law.

1.03 Recognition
Based upon the Association's no-strike affirmation (Appendix B), the recognition heretofore granted to the Association (Appendix C) is hereby confirmed and extended for the maximum period permitted by law.

1.04 Effective Date and Duration
This agreement, except as otherwise stated, will be effective from 12:00 a.m., January 1, 2006 and will remain effective until 11:59 p.m., December 31, 2008.

1.05 Renegotiation
No later than June 30, 2008 negotiations will be undertaken for an agreement covering the period subsequent to December 31, 2008. If such an agreement is not concluded by September 15, 2008, either party may request the Westchester County Public Employment Relations Board to designate a mediator to assist the parties to reach agreement. If the parties have not reached an agreement by October 31, 2008 either party may request the Westchester County Public Employment Relations Board to appoint a fact-finding board. Said mediation and fact-finding will be governed by the provisions of Act number 84-1967 of the Board of Supervisors of Westchester County as amended.

1.06 Notices
Any notice required to be served on the County under this agreement will be either mailed to the County by registered or certified mail or delivered to the County or so mailed or delivered to such person and at such address as the County may designate by written notice served on the Association. Any notice required to be served on the
Association under this agreement will be mailed to the Association's Executive Director by registered or certified mail addressed to the Association's headquarters office, 11 Cornell Road, Latham, New York 12110, or to such person and at such address as the Association may designate by written notice served on the County.

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

1.08 Priority of Agreement
A. Where the provisions of this agreement are in conflict with County policy or practices, this agreement shall govern, except as provided by law.

B. Nothing contained herein shall be construed to deny or restrict with respect to any employee any rights the employee may have under the Civil Service Law or any other applicable laws and regulations. The rights provided to employees hereunder shall be deemed in addition to those provided elsewhere.

C. ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

1.09 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.

1.10 Succession
This agreement will bind the parties and their corporate or operational successors or assigns.

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

2. ASSOCIATION STATUS AND RIGHTS

2.01 Right of Organization
Employees shall have the right to join and participate in the Association for the purpose of this contract. Employees shall not be discriminated against for activity on behalf of the Association.

2.02 Right of Representation
Employees shall have the right to be represented by the Association and to negotiate collectively with the County in the determination of their wages, hours, and terms and conditions of employment, and the administration of grievances.

2.03 Non-Discrimination
A. The County and the Association will not discriminate against any employee with respect to wages, hours, or any terms or conditions of employment by reason of race, creed, color, national origin, age, sex, marital status, sexual orientation,
except as such conditions may constitute bona fide occupational or assignment
qualifications.

B. The County and the Association fully endorse the principles of Equal Employment
Opportunity and the County’s Affirmative Action Plan and its procedures. Any
complaints arising thereunder will be processed through the complaint procedure of
the Affirmative Action Plan. Use of that procedure will not deprive an employee of
rights under this agreement.

2.04 Dues Deduction/Agency Shop
A. Subject to reasonable procedural requirements, the County will honor, during their
effective period, individual written assignments which are signed by employees for
authorizing deductions of membership dues. (Appendix D.)

B. All employees (full-time, regular part-time or per diem) in the appropriate
negotiating unit, as defined by Section 1.02 not desiring membership in the
Association shall be required as a condition of employment to have deducted from
their salaries a service charge for the administration of this agreement and the
representation of such employees.

C. The service charge for appropriate negotiating unit employees shall be the amount
equivalent to the amount of annual dues payable by a member of the Association
covered by this collective bargaining unit.

D. The County shall deduct the service charge from non-Association member
employees and transmit the sums so deducted to the Association at the same time
and in the same manner as dues deducted from Association members.

E. The Association shall notify the County annually of the amount of annual dues.

F. The County shall furnish the Association, in writing, a seniority list containing the
names, addresses, titles and hiring dates of all present employees in the
appropriate unit as defined in Section 1.02. The above information will be provided
electronically biweekly.

The County shall also notify the Association, in writing, of the hiring of each new
employee and the termination of every employee in the negotiating unit, within the
first ten (10) days of the month following the month of employment or termination.

2.05 Dues/Service Charge Remittance
Dues and service charges will be deducted after each payroll period and will be
remitted to the Association at the address designated by the Association in the same
manner as currently established.

2.06 Association Time
A. Duly authorized local representatives of the Association (up to eight {8} at any one
time) shall be permitted at reasonable times and in a reasonable manner that shall
not interfere with or interrupt work or the individual duties and responsibilities of
such representatives as County employees to transact official Association business
directly related to the administration of this agreement on County property during the
work day.

B. The Association shall certify to the County the names of such authorized local
representatives and the staff representatives and the areas in which their
representation is effective.
C. When an Association local representative meets by agreement with a County representative during the work day, such meeting shall be without loss of pay.

D. Subject to reasonable rules with respect to security, safety, and operating requirements, representatives of the Association may be granted access to work areas in County facilities during the working hours in such areas of employment covered by this agreement, for the purpose of observing whether the terms of this agreement are being maintained.

E. The Association shall be entitled on an annual basis to thirty-five (35) hours of supplementary time off for grievance representation activities on an authorized local representative’s non-scheduled workday. This time will be administered by the Association.

F. The County shall make available to the Association one hundred and forty (140) paid hours off to be used by the Association for Welfare Fund and Association business.

2.07 Bulletin Boards
A. The Association shall have the right to post notices of its legitimate activities on designated locked bulletin boards. The County will also provide bulletin boards for bargaining unit job postings. These boards will be located in convenient areas throughout bargaining unit work sites including but not limited to the following areas:

   One (1) Association and one (1) job posting board at each Health Department work location.

   The Association may use the County inter-office mail service for bulk transmittal of communications to employees for distribution through Association representatives.

   The Association may use the County intranet for distribution of information.

B. No communication posted, communicated through the intranet or mailed shall tend to impugn the good name, justly or unjustly, of any person, organization or group.

2.08 Job Descriptions and Specifications
The County will supply the Association with copies of job descriptions and specifications for all Civil Service and posted in-house nursing titles.

2.09 Information for Employees
A. The County will supply new employees with an envelope containing non-controversial fact sheets supplied by the Association describing the Association and its purposes, a dues deduction form, and insurance application forms.

B. The County will provide each employee, at the time of appointment, transfer, or promotion, with written confirmation of such personnel action which would include his/her title and straight time regular annual rate.

C. The County and Association shall bear equally the total cost of printing this agreement. The Association will provide each employee with a copy of this agreement.

D. The County agrees to distribute thirteen (13) County Personnel Manuals throughout the County in accessible locations.
E. The County will provide the Association with a sufficient number of copies of the Civil Service laws developed by the County so that they may be attached to each collective bargaining agreement.

3. EMPLOYER RIGHTS

3.01 Medical Examinations
All medical examinations mandated for employment or continued employment will be provided by the County at no cost to the employee.

4. PROFESSIONAL STATUS AND RIGHTS

4.01 Local Bargaining Unit
The Local Bargaining Unit (LBU), in conjunction with the Assistant Commissioner of Health for Nursing Services in the Department of Health, or appropriate designee appointed by the Commissioner in other County Agencies, or the President in the Westchester Community College, shall provide for adherence to Standards of Nursing Practice in accordance with the American Nurses' Association Standards of Nursing Practice, American Nurses' Association Code of Ethics and the New York State Nurse Practice Act. Membership of the LBU shall consist of all nursing practitioners covered by this agreement.

4.02 Non-Nursing Functions
Although it is understood that no absolute restrictions can be placed on employees in a patient care environment, the County shall continue in good faith to minimize non-nursing functions and continue during the life of this agreement to review methods for efficient delivery of patient care. To that end, the parties agree that non-nursing functions shall not be a routine part of a Registered Nurse's duties, including, but not limited to the following duties: clerical, housekeeping, dietary, messenger and security functions. All questions regarding these issues will be resolved under the procedures outlined in Section 4.03 below.

4.03 Committee of Nursing Practice
The Committee of Nursing Practice will consist of nurses selected by their respective colleague groups and representing all areas and levels of nursing found in this bargaining unit. All members of the Nursing Practice Committee will be allowed to meet on duty time. Up to ten (10) hours of paid time per month for employees who attend meetings on their off time will be granted. The Association will submit a written list of names and hours to the Employer of who is to be credited with such time.

The Department of Health recognizes that the functions and authority of this Committee shall be as follows:

A. To develop standards of nursing practice for the Employer and Local Bargaining Unit members consistent with those enunciated by the profession;

B. To analyze factors which facilitate or impede the practice of nursing, for example:
   1. Define non-nursing functions and identify nursing involvement in such functions;
   2. Assess staffing patterns and ratios;
   3. Determine the adequacy of resources and supporting services essential to the practice of nursing;
4. Review and evaluate the relationship with other disciplines and the Department of Health.

C. Receive and review problems relating to nursing practice from LBU members and/or nursing administration, patients and their families and other disciplines of the Department of Health.

In exercising their functions, the Committees will have the authority and responsibility to refer to the Assistant Commissioner of Health for Nursing Services, those recommendations approved by the Committees in those areas (A,B,C) outlined above. By approval, it is meant a majority of the full Committee must vote in favor of such recommendation. The Assistant Commissioner of Health for Nursing Services shall respond in writing to all written recommendations from the Committee within fifteen (15) working days. If a Committee is not in agreement with the response and the rationale of the Assistant Commissioner of Health for Nursing Services, it may refer the matter to the Commissioner for action. The Commissioner will respond in writing to the Committee. The decision of the Commissioner will be final.

4.04 Staff Development
A. A newly hired employee shall receive a planned orientation program at least six (6) consecutive weeks in length or until the employee meets performance criteria established by the Department.

B. Programs of in-service education and staff development will be provided on work time for all shifts. A review of each such program will be made by each Department Head or designee at least annually. The County will submit to the Association’s Council on Continuing Education all in-service programs for continuing education credits in advance of the program. The employee will submit to his/her immediate supervisor documentation verifying that the course has been taken which will be given at the completion of the course.

C. Time off, within reasonable limits, without loss of pay, for participation in the activities of the professional organization and to representatives chosen by the Association for activities pertaining to collective bargaining will be granted at the discretion of the Employer. Replies to request will be given within sufficient time to permit the Registered Nurse to register.

D. Paid time off will be granted by the employee’s supervisor/manager unless such paid time off will interfere with patient care. Financial aid will be granted, if available, by the Continuing Education Committee, which shall be composed of Association representatives, for participation in educational institutes, workshops or meetings. Employee requests will not be unreasonably denied. Continuing Education funds available for all departments will be $23,000 per year.

Guidelines for the distribution of these funds will be reviewed and revised by a Labor/Management Committee representing each group on an annual basis. If the Committee cannot agree on the guidelines, disputes may be submitted to arbitration.

Guidelines will be amended to include that the committee will have the right to approve out of country conferences if it can be shown that the subject matter is not available within the United States.
E. Employees shall receive at least one (1) evaluation during the year. Upon request, employees may receive a copy of their evaluation. Each nurse shall be given the opportunity to enter written comments on this record according to present practice.

F. Upon request, employees shall be permitted to examine their Departmental Personnel File in the presence of the Personnel Officer.

4.05 Position Description Committee
A Committee of registered professional nurses will be established to study and recommend the nursing position descriptions as approved by the New York State Nurses Association.

4.06 Labor/Management Committee
There will be a labor/management committee composed of Association and Management representatives to discuss non-grievable and non-negotiable subjects. Either party may request a meeting by supplying an agenda and requesting the presence of appropriate representatives who can best resolve the issues. The party calling the meeting will receive a decision regarding issues raised within a reasonable amount of time.

5. EMPLOYEE STATUS

5.01 Definitions
A. Each employee must be licensed or otherwise lawfully authorized to practice as a registered professional nurse in New York State under New York State law.

B. An employee's status can be one of the following categories:
   regular full-time, regular part-time, or per diem.

C. A regular full-time employee is employed on a regular (year-round) basis to work a thirty-five (35) hour work week in applicable Departments. Regular full-time employees receive full fringe benefits.

D. A regular part-time employee is employed on a regular (year-round) basis and works two-fifths (2/5) or more of a work week and follows a regular schedule. Regular part-time employees receive pro rata fringe benefits.

E. A per diem employee is not employed on a regular (year-round) basis or is employed less than two-fifths (2/5) of a work week. A per diem employee is eligible for salary and access to the grievance procedure, but otherwise receives no benefits. All per diems employed on or before January 1, 1982 shall be offered regular part-time status, provided they can fulfill the requirements in D, above.

5.02 Probationary Period
Subject to applicable Civil Service Laws and Regulations, every regular full-time and regular part-time employee shall have a one (1) year probationary period.

5.03 Post Probationary Discipline
All employees having completed their probationary period shall be disciplined or discharged only for "just cause." The County shall notify, in writing, the Association at its New York City Office and the Chairperson of the constituent unit of any fine, suspension, demotion or discharge within two (2) working days from the time the employee is notified of such discipline. If the Association desires to contest the disciplinary action it shall give written notice thereof to the County within five (5) working
days from the date of receipt of the County's notice to the Association. In such event the dispute will be referred to the disciplinary grievance procedure provided in 11.06.

6. HOURS AND WORKING CONDITIONS

6.01 Definition of Work
"Hours worked," in general, includes all the time an employee is required to be on duty or on the County's premises or at a prescribed work place, and all time during which he is suffered or permitted to work for the County, such as:

County directed travel; attendance at County directed training programs; adjusting grievances; clothes changing where required; and wash up time where required and other work as prescribed by the provisions of the U.S. Fair Labor Standards Act.

Where an issue arises the U.S. Fair Labor Standards Act tests shall apply.

6.02 Length of Established Work Week
In all County Departments, the established work week is thirty-five (35) hours per week.

6.03 Work Week
A. For all County Departments, the work week shall be from 12:01 a.m. Monday to 11:59 p.m. Sunday.

B. For all County employees, the basic work week shall be any five (5) days worked within the Departmental work week.

C. Employees hired on or prior to March 21, 2005 will retain a Monday to Friday work week schedule (herein after called incumbents). Employees hired after contract ratification date may be scheduled to work Monday through Sunday (herein after called a weekend schedule).

Incumbents cannot be required to work a weekend schedule but may volunteer to transfer or accept a promotion to a position that requires weekend schedules. Incumbents will lose the no weekend schedule protection if while in their new position they are regularly scheduled to work weekends during the first six (6) months. If an incumbent has transferred and is required by the County to leave the position they have volunteered for they will regain weekend schedule protection. If an incumbent accepts a promotion and is required by the County to laterally transfer they will not regain weekend protection in their new position.

6.04 Work Schedules
The County will, except in an emergency, post a schedule of each employee's work assignment not less than two (2) weeks in advance of the start of each work week and maintain this schedule until it is superseded by a new schedule or changed by agreement between County and employee concerned.

6.05 Normal Daily Hours of Work
All employees in County Departments and offices adhering to the thirty-five (35) hour per week work schedule will have a daily work schedule consisting of seven (7) paid consecutive hours normally starting at 8:30 a.m. and finishing at 4:30 p.m. exclusive of the meal period.

6.06 Rest Period
The Employer will make a best effort to provide daily rest periods for all employees when circumstances allow.
6.07 **Show-Up Pay**
When a full-time or part-time employee reports for work as scheduled and work is not available through no fault of the employee, said employee shall be paid for the day at the applicable rate of pay.

If a per diem is not advised at least four (4) hours in advance that there will be no work available as scheduled, the employee will be paid for that shift.

Per diem employees are required to notify the Employer at least four (4) hours prior to the start of their shift if they are not able to work as scheduled.

6.08 **Floating**
Employees who are floated out of their regular workplace will be familiarized with the new area and not required to function above their skill level.

The familiarization process and skill level/duty requirements clarification will be documented in writing on a form provided by the Employer.

6.09 **Mandatory Overtime**
The County will not mandate, and employees may not volunteer to work more than sixteen (16) consecutive hours except in an emergency situation as declared by the County.

7. **COMPENSATION: APPLICATION AND AMOUNTS**

7.01 **Classification and Compensation**

A. **General**

1. Classification, allocation, reclassification or reallocation of any bargaining unit title is subject to negotiation between the County and the Association.

2. The salary of an incumbent of any position which is reclassified or reallocated shall not be reduced for the then incumbent by reason of such reclassification or reallocation so long as such position is held by the then incumbent.

B. **Definitions**

1. a) Classification is the process by which a position title is assigned to a set of specified duties and responsibilities.

   b) Reclassification is the process of changing the position title which has been assigned to specific duties and responsibilities to another position title in order to reflect the duties and responsibilities more accurately.

   c) Reclassification may result in a change to a position title in a lower job group, the same job group or a higher job group.

2. a) Allocation is the process of assigning a position title to a salary range.

   b) Reallocation is the process of assigning a position title to another salary range in order to effect more equitable and appropriate payment for the performance of the duties and responsibilities of the position.

   c) Reallocation may result in a change to a lower salary range or to a higher salary range.
C. **Job Posting and Promotions**

1. Any advancement of an employee from a position in one (1) title to a position in another title for which a higher maximum rate of pay is prescribed shall be deemed a promotion.

2. All promotional opportunities shall be posted conspicuously on designated bulletin boards readily accessible to all employees in all departments and all satellite offices prior to the examination or filling of the position to allow employees currently employed to apply for same. Simultaneously upon posting, the Chairperson and Co-Chairperson of each constituent unit will receive a copy of each posting. All postings will remain posted and open for twenty-one (21) days. Postings will include the District Office and job related duties.

3. In the absence of an eligible list for a "competitive" position to be filled by promotion or by hiring, and in all instances where the position to be filled is in the "labor" or in the "non-competitive" class, the appointing authority shall first consider the qualifications of applicants who are currently employed by the County before considering applicants from outside the County service.

4. When promotional and/or provisional employee examinations are scheduled during working hours, the employee will be granted release time for such examination.

5. On a monthly and/or hiring cycle basis, the County will supply the Association with a listing of all employee unit transfers, change of status, transfer requests, filling of positions and available positions.

D. **Reclassification, Reallocation and Promotion Salary Increase Formula**

The formula for computing a salary increase which may result from reclassification or reallocation and which must result from promotion is as follows:

Employees will retain their step level in moving to different titles.

7.02 **Anniversary Date**

The anniversary date for annual salary increments for new employees shall be the first (1st) day of the quarter following completion of the employee's year of employment. Incumbent employees shall maintain their present anniversary date.

7.03 **Salaries**

All employees shall be compensated as set forth in Appendix A, without deviation.

7.04 **Experience Steps**

Employees will advance to the next higher step yearly on their anniversary date.

Part-time employees will move up the step system at the same rate as full-time employees.

Except for per diem time previously credited, per diem time will not be counted.

Experience steps are not interrupted by the following:

a) ordered military leave;

b) authorized leaves of absence;
c) termination of employment followed by a reinstatement or rehiring within one (1) year.

Such time off, except as provided by military law, shall be deducted from County service.

Previous RN experience will get full credit (1 year = 1 step).

Previous LPN County experience will be credited as follows:

<table>
<thead>
<tr>
<th>Years</th>
<th>Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 to 4</td>
<td>+1 Step</td>
</tr>
<tr>
<td>5 to 9</td>
<td>+2 Step</td>
</tr>
<tr>
<td>10 to 13</td>
<td>+3 Step</td>
</tr>
<tr>
<td>14+</td>
<td>+4 Step</td>
</tr>
</tbody>
</table>

Employees hired on or after April 1, 1992 shall be credited with prior experience, up to a maximum of ten (10) years, if such work was full-time or part-time as part of a regular staff. Employees will not be credited for prior experience if they have not worked as a registered nurse at least in part within twenty-four (24) months of hire.

Effective June 6, 2004 the ten (10) year maximum for previous experience will be eliminated and incumbents and new hires will be credited for all experience not previously credited due to the 10 year cap and paid accordingly.

Those applying to Public Health Department, work performed in public health settings, would also be credited.

If work is not performed in a hospital, but the work could be appropriate, these individual cases would be decided by nursing administration.

Only work within the USA, the Peace Corps, Vista, and full-time Military Service will be considered.

Part-time experience will be prorated.

The sum of prior experience will be rounded to the nearest year.

No credit for non-RN or non-LPN experience.

Any dispute over the crediting of time shall be resolved by the Assistant Comm. of Health for Nursing Services, unless such crediting is arbitrary and capricious.

7.05 Rates of Pay

A. Straight Time Regular Rate
   For the purpose of payroll computation and payment of an employee's annual salary, a regular rate of pay consisting of straight time (hourly) regular rate shall be calculated by dividing the annual salary (including any shift or risk or specialty differential(s) if applicable) by the number of working days per year. This daily salary figure is then redivided by the number of hours in an employee's basic work day in order to arrive at a regular rate of pay.

B. Overtime Rate
   The overtime rate is one and one-half (1\(\frac{1}{2}\)) times the regular rate.
7.06 Out-Of-Title-Guarantee
1. When an employee is directed to perform substantial duties of a higher classification not common to the employee's current classification on a regular basis for more than ten (10) consecutive work days, said employee shall be paid according to the promotional formula in Section 7.01 (D).

2. Employees directed to perform the duties of a lower classification with no change in their job title shall not have their rates of pay reduced because of such assignment.

7.07 Overtime
A. Overtime is time worked in any work week over and above the hours worked in an employee's basic work week or at a time previously scheduled as a holiday.

B. Overtime Pay
Where paid overtime in an employee's classification is required and directed, it shall be paid at the following rates:

Employees working a thirty-five (35) hour workweek will be eligible for the overtime rate for time worked in excess of forty (40) hours.

C. Overtime computations for employees paid in a biweekly pay basis shall be computed for each work week in the pay period.

D. By mutual agreement of the employee and the Department Head, overtime shall be compensated by supplementary time off which will be accrued in a bank not to exceed thirty-five (35) hours. Supplementary time will be earned at time and one-half (1½) after forty (40) hours work. No more than their established schedule of hours will be carried in this bank at any one time. Supplementary time off is to be taken with Departmental approval so as not to interfere with the operations of the Department.

E. If a supplementary time bank specified in paragraph D above is not established or an employee works overtime when said supplementary time bank contains their established workweek schedule of hours, then the employee shall be paid in cash at the applicable rate.

F. In computing time worked, all paid time properly absent for legal holidays, sick, personal, and vacation leave, and supplementary time off shall be included as time worked. Meal time, paid or unpaid or other absences shall not be included.

G. An employee who is offered and who voluntarily accepts paid overtime in another classification shall receive one and one-half (1½) times the rate for such other classification for all hours worked in such other classification in that week above forty (40) hours.

7.08 Differentials
A. Educational Benefits
The parties acknowledge the value and importance of a graduate degree to an individual nurse in a supervisory title and to the profession of nursing in general. Such education serves to enhance their professional and managerial skills and is of value to the County and the medical institutions it provides. Therefore, in recognition of same, the parties hereby agree to an educational benefit at the Master's degree level only in the nursing, allied fields and managerial studies.
The Master's Degree educational benefit for all employees will be one thousand dollars ($1,000).

All employees except Public Health Nurses will receive an educational benefit of seven hundred fifty dollars ($750) per year for a baccalaureate in nursing. Employees who hold baccalaureate degrees in psychology or gerontology and who are working in those specialty areas will also be eligible for the benefit.

B. Certification Differential
Employees who hold a certification that is recognized by the County and the Association will receive a differential of one thousand seven hundred and fifty dollars ($1,750) per year.

7.09 Allowances

A. On-Call
Employees who are ordered to be on-call shall be paid at the hourly rate of two (2) hours for every eight (8) hours he/she actually remains on-call on week days, and three (3) hours for every eight (8) hours for weekends (Friday 5:00 p.m. to Monday 7:00 a.m.), and holidays (5:00 p.m. the day before the holiday to 7:00 a.m. the day following the holiday). Compensation for on-call time shall be prorated but not less than one-half (½) hour for each continuous period on-call. For purposes of this agreement, on-call time is time that an employee is not actually on duty but has been directed to be continuously available for immediate return by furnishing the supervisor a place where the employee can be reached. Employees who live on County premises will be considered to be on-call time only when restricted.

Those employees on-call who are called in to work shall receive a minimum of four (4) hours pay guaranteed for each time called to work. Such payment shall not be counted as time worked. Compensation for hours actually worked (not on-call) exceeding forty (40) total hours in a workweek shall be paid at time and one-half (1½) the employee's regular straight time rate, as stipulated in Section 7.07 B.

All Health Department employees assigned to be on-call will be supplied with a beeper and/or cell phone.

Employees called into work will be credited with one (1) hour of work time as compensation for travel time.

By mutual agreement of the employee and the Department on call pay may be paid in cash or supplemental pay. The parties agree that the money and time may be split.

B. Uniforms and Equipment
All employees will be eligible for an annual cash allowance of three hundred dollars ($300).

Employees will receive lump sum checks no later than April 15 each year.

C. Mileage Allowance
The County with best efforts will reimburse employees within forty-five (45) days of each claim when a private car is used with prior County authorization on County business. An employee who regularly uses a private car on County business shall conform with the requirements of the Director of Risk Management. Effective
September 11, 1995, the reimbursement rate shall be the same as the rate set by
the IRS.

D. Tuition Reimbursement
All employees employed for at least six (6) months shall be eligible for tuition
reimbursement at an amount of $3,500 or 15 credits per academic year (June to
June) whichever is greater. Approved courses will be for a Baccalaureate in
Nursing, a Master's degree or Doctorate in Nursing or an allied health field and
post master's certificates in nursing or allied health fields. The tuition
reimbursement program guidelines developed by members of the joint committee
shall govern the approval or disapproval of said reimbursement.

Tuition will be waived for courses leading to a degree taken at Westchester
Community College.

E. Certification Fee Reimbursement
The County will reimburse employees for certification, renewal, application and
testing fees from recognized state or national certifying organizations.

F. Travel Policy Rules and Regulations
Employees will be eligible for reimbursement under the County Travel Policy.
Effective July 1, 1988, employees will not be eligible for the meal reimbursement
allowance during overtime work as set forth in the County Travel Policy.

G. County Cars
County cars must be safe to operate and distributed to employees in a fair and
eQUITABLE MANNER.

8. HOLIDAYS

8.01 Holidays and Holiday Pay
A. The following days shall be considered holidays with pay:

1) New Year's Day 7) Columbus Day
2) Martin Luther King's Birthday 8) Election Day
3) Presidents' Day 9) Veterans' Day
4) Memorial Day 10) Thanksgiving Day
5) Independence Day 11) The Day after Thanksgiving
6) Labor Day 12) Christmas Day

B. Where any of the foregoing holidays fall on Saturday, the County will designate the
employee's alternate day off with pay. Holidays falling on Sunday will continue to be
observed on Monday.

C. All Employees required to work on any of the twelve (12) named holidays will be
paid at the rate of time and one-half (1½) for all hours worked on the calendar date
holiday and will accrue holiday time equal to the number of hours worked on the
calendar date holiday. Requests for additional time off will be given with department
approval unless operational requirements deem otherwise. Such days will be
assigned by the County, unless requested by the employee within thirty (30) days
prior to the end of the quarter specified in 8.01 E. below.

D. Additional days off earned due to working on holidays are to be kept separate from
any other time bank. All holiday time accrued within a calendar quarter must be
used prior to the end of the next calendar quarter, otherwise paid in cash, except in
cases of sickness, termination, resignation, retirement or death; it will be paid out immediately.

E. If a holiday falls on an employee’s scheduled day off, said employee shall be granted an additional day off.

F. Per diems will be paid one and one-half (1½) times the regular applicable per diem rate when working on a holiday set forth in A. above.

9. LEAVES: APPLICATION AND AMOUNT

9.01 Vacations with Pay (Annual Leave)
Annual leave will be granted as follows:

A. Health/Other Department Employees
1. An employee who is employed prior to April 1st will be entitled to one (1) week (five {5} working days) (35 hours) vacation after six (6) months of service.

2. On January 1st an employee who has less than one (1) year of service will be entitled to two (2) weeks (ten {10} working days) (70 hours) vacation after six (6) months of service.

3. On January 1st an employee who has more than one (1) year of service will be entitled to three (3) weeks (fifteen {15} working days) (105 hours) vacation.

4. On January 1st an employee who has more than ten (10) years of service, or during that year will attain the eleventh (11th) anniversary of service, will be entitled to one (1) additional day (7 hours) of vacation for each year of service to a maximum of four (4) weeks (twenty {20} days) (140 hours) vacation as follows:

<table>
<thead>
<tr>
<th>YEARS</th>
<th>VACATION DAYS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attains eleventh (11th) year</td>
<td>16 days (112 hours)</td>
</tr>
<tr>
<td>Attains twelfth (12th) year</td>
<td>17 days (119 hours)</td>
</tr>
<tr>
<td>Attains thirteenth (13th) year</td>
<td>18 days (126 hours)</td>
</tr>
<tr>
<td>Attains fourteenth (14th) year</td>
<td>19 days (133 hours)</td>
</tr>
<tr>
<td>Attains fifteenth (15th) year</td>
<td>20 days (140 hours)</td>
</tr>
</tbody>
</table>

B. Annual leave should be used in the year it is earned; however, an employee may carry over seventy (70) hours for use into the next year. The Employer on an individual basis may approve time in excess of seventy (70) hours to be carried into the next year. Employees who do not submit schedules for using excess vacation time will be subject to having such time scheduled by the Employer.

C. In the calculating of the time allowed for vacations, intervening holidays shall not be considered vacation days.

Annual leave is to be taken with departmental approval so as not to interfere with the operations of the department.

9.02 Personal Leave
Personal leave will be granted to employees working in the Departments with thirty-five (35) hour schedules as follows:
A. Personal leave is leave with pay for personal reasons. It may be used in conjunction with annual leave in the current year. It is to be taken with departmental approval so as not to interfere with the proper operations of the department.

B. All employees will be credited with five (5) days (35 hours) of personal leave on January 1st of each year, except that new employees must complete six (6) months of service prior to using the days. Employees hired prior to April 1st will be credited with two and one-half (2½) days (17.5 hours) of personal leave after six (6) months of service for use in their first (1st) calendar year.

C. At the end of the calendar year, unused personal leave shall be credited to sick leave.

9.03 Sick Leave

A. Newly hired employees will be credited with five (5) sick days on the employee's first (1st) day of service. After the employee completes five (5) full calendar months (each of which begins on the first (1st) of the month), the employee will, thereafter, be credited with sick leave at the rate of one (1) day per completed calendar month.

B. All current employees will be credited with sick leave at the rate of one (1) day per completed calendar month. Earned sick leave not taken in any calendar year will be accumulated. Sick leave is defined as absence from duty because of illness, pregnancy, childbirth, injury, and quarantine resulting from exposure to contagious disease. The Department Head or the Personnel Officer may require such substantiation of sick leave as deemed necessary.

C. Employees who have exhausted their regular sick leave, vacation and other time credits may be granted extended sick leave upon recommendation of the Department Head and the approval of the Personnel Officer at one-half (½) pay for a period not to exceed one (1) biweekly pay period for each complete year of service. Any extended sick leave previously granted shall be chargeable against the allowance provided for in this provision.

D. Sick leave credits may not be earned while on leave without pay, on military leave of over thirty (30) calendar days, or on extended sick leave.

E. Employees will be eligible to participate in the sick bank administered by CSEA.

F. Any employee who is eligible for retirement and retires, and who has at least fifty (50) sick leave days on the books at the time of retirement, shall receive the following:

   a full day's pay for one-half (½) of the accumulated amount of days. However, in no event shall any employee receive more than one hundred and twenty (120) days of pay. Effective June 29, 1995 the maximum days increases to one hundred and twenty-five (125). It is understood that the rate of pay shall be the current rate of pay for each employee.

For the purpose of this provision, retirement shall mean the receipt of a retirement benefit from the New York State Retirement System.

G. Severance

The sick leave as set forth in F. above shall also be paid to an employee who is laid off or involuntarily removed from payroll which shall include payment to the
employee’s estate upon death. Payment shall not be made in the case of dismissal for cause (discipline), resignation, failure of probation or failure of a civil service test.

9.04 Workers' Compensation
Any employee, except a Police Officer (Police Officers are subject to the provisions of Section 207-C of the General Municipal Law), who is necessarily absent from duty because of occupational injury or disease as defined by the Workers' Compensation Law, may, pending adjudication of the case and while said disability renders the employee unable to perform the duties of the position, be granted by the Department Head a leave with pay for a period not to exceed six (6) months (exclusive of accumulated sick leave and other time credits). Vacation, personal leave, and sick leave credits shall not be earned for periods when an employee is on such leave with pay. Should the disability persist beyond this period, any accumulated sick leave and other credits may be used. When all earned credits have been exhausted, such employee may then be granted a leave of absence without pay. When the Workers' Compensation Board has made an award to such employee for the period of leave with pay, such compensation award for loss of time for such period shall be credited to the County. Upon return to active duty, such employee may be recredited with that portion of earned credits consumed during the period of absence in proportion to the amount of Workers' Compensation award for such lost time.

9.05 Family Sick Leave
Any available accumulated leave balance may be used for illness in the family.

9.06 Bereavement Leave
In the event of the death of an employee's spouse, father, mother, father and mother-in-law, children, grandchildren, brother and sister of either spouse or grandparents of either spouse, step parents and any other relative who resides in the household of an employee, such employee will be granted twenty-one (21) hours of paid time off as bereavement leave. Proof of death may be requested.

9.07 Domestic Partner
The terms “family” and “Spouse” are deemed to include "domestic partner" as that term is defined in accordance with the NYSHIP (Empire Plan) as administered by the State of New York.

9.08 Maternity/Paternity Leave
A. A pregnant employee shall be allowed to perform the duties of her job as long as she is medically able except where physical disability may endanger the employee or constitute a liability in the performance of her duties. Pregnant employees are not required to report the existence of pregnancy to the County.

B. A pregnant employee upon filing appropriate medical evidence that she is unable to perform the duties of her position due to this pregnancy shall be permitted to use any annual leave, personal leave, and sick leave for the period of her disability and shall be eligible for sick leave at half (½) pay (Section 9.03C).

Male employees shall be eligible to use Family Sick Leave including time earned under Section 9.03 in the event their spouse is disabled due to maternity-related illnesses. Employer may request documentation of spouse’s disability.

C. The employee may continue to use any/or all leave she/he has accumulated while on maternity/paternity leave (with pay).
D. The employee shall be granted, upon request to the County, a leave of absence without pay for a maximum period of seven (7) months which may be extended, upon recommendation of the Department Head, up to a maximum of two (2) years, in accordance with Section 9.08, Leave Without Pay. Said leave of absence without pay shall be exclusive of the above leave with pay benefits.

E. Employees who adopt a child will be eligible for the leave in 9.08D plus any paid leave except sick time.

9.09 Leave Without Pay

A. Any employee who is temporarily physically or mentally unable to perform employment duties, or who desires to engage in a course of study intended to increase the employee’s usefulness to County service, or who for any reason considered satisfactory by the Department Head, desires to secure a leave of absence from employment duties may, upon the recommendation of the Department Head, and approval by the Personnel Officer, be granted a leave of absence without pay for a period not to exceed one (1) year. In an exceptional case, the Personnel Officer may waive the provision of this section to permit an extension of the leave of absence without pay for an additional period not to exceed, in the aggregate, two (2) years from the date of commencement of the original leave. The approval of such leave of absence without pay shall be in written form, signed by the appointing officer and the employee affected.

B. Employees on a leave of any length will retain their seniority and title. An employee on a leave of absence of six (6) months or less for maternity/paternity, sick leave and/or family sick leave, will be entitled to return to work in the same job, title, shift and unit without loss of previously accrued seniority or benefits.

C. When a leave of absence without pay for a period of one (1) year or as extended by the Personnel Officer has been granted, a further leave of absence without pay shall not be granted unless the employee returns to this position and serves continuously therein for a period of three (3) months immediately preceding the subsequent leave of absence without pay.

D. Absence for more than thirty (30) continuous days under this section may cause adjustment in time for considering increments on the annual increment step system.

E. Failure of an employee to return on the date of the expiration of any leave of absence without pay, or any authorized extension thereof, shall be deemed a resignation from the service upon the date such leave of absence without pay commenced.

9.10 Education Leave

A County employee who leaves the County service to pursue an educational program completely at his own expense, upon return to County service may be paid the appropriate scale step and hold the same anniversary date for increment purposes as if he had not left the County service, provided that the course of instruction is considered beneficial to the duties of his position in the County service, and he has not had full-time employment outside of the County service during the period of absence, between semesters excepted.

9.11 Jury and Court Appearance Leave

An employee required to serve as a juror or to appear in court pursuant to subpoena or court order, except when the personal interests of the employee are involved, shall be
granted a leave with pay for such required attendance provided that any fees received for such attendance shall be paid to the County. Employees working other than the day shift will be rescheduled to the day shift while subject to jury duty on-call.

9.12 Military Leave
An employee who is required to render ordered military duty shall be granted a leave of absence as authorized by state law.

9.13 Unused Leave Update
An employee, upon request in writing, will be entitled to receive an update of his/her unused leave time, not to exceed three (3) requests per year.

10. INSURANCE AND RETIREMENT BENEFITS

10.01 Health Insurance Benefits
A. The County will continue to provide the Health Insurance plan and its options that were in effect on October 20, 1998 as amended by Appendix H.

B. The County will pay one hundred percent (100%) of the cost of employee and dependent benefits.

C. The County will make payments to any Health Maintenance Organization offered to employees at a rate equivalent to the premium rate of the basic County Health Insurance rate as outlined in the New York State Government Employees Health Insurance Program booklet. Members choosing this health insurance plan will be obligated to pay the plan the premium difference, if any, between the County's contribution and the total cost of the offered Health Maintenance Organization premiums on a monthly basis. In no event will the County be required to make payment greater than the total payment required by the Health Maintenance Organization.

D. For "H.I.P." enrollees as of May 1977 who subsequently switch to a Health Maintenance Organization, the County will continue to make payments to the Health Maintenance Organization the premium rate equivalent to the premium rate of "H.I.P." In no event will the County be required to make a contribution greater than the total contribution required by the Health Maintenance Organization.

E. The County may change Health Insurance carriers thirty (30) days after giving the Association a complete list of the benefits being offered by the new carriers. The benefits offered by the new carrier must be equivalent to those in effect on October 20, 1998.

10.02 Dental Insurance Benefits
The County will continue to provide the Dental Plan that was in effect on October 20, 1998.

10.03 Life Insurance
The County will provide $100,000 life insurance for each employee in the event he/she should suffer loss of life as a result of the performance of his/her job. This benefit will be exclusive of any other life or death insurance benefit.

10.04 Retirement Benefits
The County will continue present retirement programs for the duration of agreement provided such programs remain available. See Appendix E.
10.05 **Deferred Compensation**
The County will provide a deferred compensation plan as soon as it is legally possible to do so.

10.06 **Disability**
The County will provide payroll deduction services for bargaining unit members who desire to purchase a disability plan.

10.07 **Malpractice Insurance**
The County shall indemnify members of the bargaining unit for professional liability covering nursing treatment. Employees may request from the County additional information regarding this coverage.

10.08 **NYSNA Welfare Fund**
The County will pay the rates set forth below per employee per year to the Westchester County New York State Nurses Association Welfare Fund. Payments will be made quarterly based on the number of regular full-time and part-time employees who are covered under the County health insurance plan on the last payroll of each preceding quarter and paid within fifteen (15) days of the close of the quarter.

April 1, 2002 .............. $455  
April 1, 2003 .............. $480  
April 1, 2004 .............. $480  
April 1, 2005 .............. $500

The parties agree that effective January 1, 2008, at the request of the Association, there shall be a reopener for the sole purpose of negotiating contribution rates to the NYSNA Welfare Fund.

10.09 **Legal Representation**
The County will provide at no cost to the employee legal representation and advice to any employee who is investigated by a public agency for a job-related incident. The County will not provide such assistance if it is simultaneously investigating the possibility of disciplinary action against the employee for the incidents that are being investigated.

11. **EMPLOYEE RIGHTS**

11.01 **Right to Representation**
Every employee shall have the right to present his/her grievances to the County free from interference, coercion, restraint, discrimination, or reprisal, and shall have the right to be represented at all stages thereof.

11.02 **Rules and Regulations**
Rules and regulations governing the personal standards of conduct of employees shall be reasonably uniform County-wide.

11.03 **Employee Protection**
Nothing contained in this agreement shall be construed to deny to any employee rights under Section 15 of the New York State Civil Rights Law or under applicable Civil Service Laws and Regulations.

11.04 **Formal Action**
An employee shall at all times on request be entitled to have present a representative of the Association designated in accordance with this agreement for investigation and
reprimand meetings. This does not include normal progress, performance and evaluation interviews, or observations.

All formal reprimands for any alleged infraction shall be made with due regard for individual privacy. When a request for representation is made, no such formal action shall be taken with respect to the employee until there has been a reasonable opportunity for such representative to be present.

11.05 The Grievance Process

A. Grievance Defined
"Grievance" shall mean any claimed violation, misinterpretation or inequitable application of this agreement, or of applicable existing laws, rules, procedures, regulations, administrative orders, or work rules which relate to or involve employee health or safety, physical facilities, materials, or equipment furnished to employees or supervision of employees; provided, however, that such terms shall not include any matter involving an employee's classification or allocation, retirement benefits, disciplinary proceeding (see disciplinary procedure in 11.06), or any matter which is otherwise reviewable pursuant to law, or any rules or regulations having the force and effect of law, or as to any matter as to which the County is without authority to act.

B. General
1. The filing or pendency of any grievance shall in no way operate to impede, delay or interfere with the right of the County to take the action complained of, subject, however, to the final decision on the grievance.

2. The aggrieved employee may request the Association representative to assist and be present at the initial presentation of the grievance and at any hearings that may take place.

3. No grievance shall be filed later than thirty (30) days after the event constituting the alleged violation became knowable to the grievant.

4. The County and the Association will only consider grievances filed on the mutually established grievance forms.

5. An Association-County or County-Association grievance (between principals) under this agreement may be entered in writing in Step 1.

6. Grievance(s) over County policy which affect(s) a class or group of employees may be filed by the Association representative at Step 3.

7. The time limits provided by the Grievance Procedure stated below may be extended by mutual agreement of the aggrieved employee, the Association representative and the representative of the County when extenuating circumstances are found to exist.

C. Grievance Procedure

Informal Effort
a. The aggrieved employee submits the grievance orally to the immediate supervisor. Failure to do so will not bar the employee from submitting a grievance at Step 1.
b. If the grievance is not resolved within five (5) working days or receives no response, the grievant may proceed to Step 1.

**Step 1**

a. In the event that the grievance is not adjusted under the Informal Effort, the employee or the Association may, within ten (10) working days from the date of the local level response (or within fifteen (15) working days of the submission of the grievance if no response was given), submit such grievance in writing to the Assistant Commissioner of Health for Nursing Services at the Department of Health or in other agencies, the Director of Personnel or designee at Step 1. The date of this grievance shall be determined by the date of this filing.

b. The Assistant Commissioner of Health for Nursing Services at the Department of Health or in other agencies, the Director of Personnel or designee shall hold an informal hearing within ten (10) working days of receipt of the written grievance at which the aggrieved employee and his or her Association representative may appear and present oral and written statements of argument.

c. The Assistant Commissioner of Health for Nursing Services at the Department of Health or in other agencies, the Director of Personnel or designee shall respond in writing within ten (10) working days of the hearing.

**Step 2**

a. In the event that the grievance is not adjusted under Step 1, the employee or the Association, through its Grievance Committee, may, within ten (10) working days from the date of the Assistant Commissioner of Health for Nursing Services at the Department of Health or in other agencies, the Director of Personnel or designee's response (or within fifteen (15) working days of the submission of the grievance if no response was given), submit such grievance in writing to the Commissioner.

b. The Commissioner or designee shall hold an informal hearing within ten (10) working days of receipt of the written grievance at which the aggrieved employee and his or her Association representative may appear and present oral and written statements of argument.

c. The Commissioner or designee shall respond in writing within ten (10) working days of the hearing.

d. If no hearing is held or response given by the Commissioner or designee within ten (10) working days of receipt of the grievance, the grievance shall be deemed to have received a negative response.

**Step 3**

a. In the event that the grievance is not adjusted under Step 2, the employee or the Association may, within ten (10) working days from receipt of the Step 2 answer or negative response, present the grievance to the County Director of Labor Relations.

b. The County Director of Labor Relations or his designee shall hold an informal hearing within ten (10) working days of the receipt of the written grievance at
which the aggrieved employee and his or her Association representative may appear and present oral and written statements of argument.

c. The County Director of Labor Relations or his designee shall respond in writing within ten (10) working days of the hearing.

d. If no hearing is held or response given by the County Director of Labor Relations or his designee within ten (10) working days of receipt of the grievance, the grievance shall be deemed to have received a negative response.

e. In the event of a County-Association grievance, the grievance shall be presented by the County Director of Labor Relations to the New York State Nurses Association, which will conduct an informal hearing and respond within ten (10) working days of the hearing.

f. If no hearing is held or response given by the New York State Nurses Association within ten (10) working days of receipt of the grievance, the grievance shall be deemed to have received a negative response.

Step 4
a. In the event that the grievance is not adjusted under Step 3 or no hearing is held, it may, at the request of only the County or Association, be submitted, within ten (10) working days of receipt of the Step 3 answer or negative response, to a mutually agreed upon Arbitrator.

b. In the event that an Arbitrator cannot be agreed upon within ten (10) working days of receipt of the 4th Step grievance, such grievance shall be referred to the American Arbitration Association for resolution under its voluntary rules.

c. A grievance dispute arising under any term of the agreement involving County policy or discretion may be submitted for arbitration only as the question of whether or not the County policy was disregarded, or was applied in so discriminatory, arbitrary or capricious a manner as to constitute an abuse of discretion.

d. The report of the Arbitrator shall contain a statement of the Arbitrator's findings of fact, conclusion and recommendation which shall be binding on all parties to the proceedings.

e. The County and the Association shall bear equally the Arbitrator's fees and other expenses, exclusive of attorney's fees, incidental to the proceedings.

11.06 Disciplinary Grievance Procedure
The following procedure shall be used exclusively for disciplinary action(s) specified in 5.03 above.

Step 1
In the event that the Association, in a timely fashion, contests the notice of disciplinary action, the Assistant Commissioner of Health for Nursing Services at the Department of Health or in other agencies, the Director of Personnel or designee shall hold a hearing not later than ten (10) working days after receipt of the Association's notice of contest. The Assistant Commissioner of Health for Nursing Services at the Department of Health or in other agencies, the Director of Personnel or designee shall respond in writing within ten (10) working days of the hearing.
If the designee who holds the hearing at Step 1 is not the Director of Labor Relations, then the Association may request an additional hearing by the Director of Labor Relations before proceeding to Step 2.

**Step 2**
In the event that there is no response or a negative answer is given at Step 1, the Association may submit within fifteen (15) working days of receipt of Step 1 answer or non-response, a demand for arbitration to the American Arbitration Association under its voluntary rules. The Arbitrator's Award shall be final and binding on the parties of the proceeding.

**12. POSITION ELIMINATION/LAYOFF**

**A. Definitions**

1. **SENIORITY** - Employees accrue seniority from their date of hire into a bargaining unit title. Employees who leave the bargaining unit but remain employed by the County in a health related position will retain the seniority they earned while in the bargaining unit upon their return to a bargaining unit title. Termination of employment followed by re-employment within one (1) year will not constitute a break in seniority; more than one (1) year absence and seniority will start from the re-employment date.

2. **REVERSE SENIORITY** - means starting with the least senior.

3. **PROBATIONARY** - Employees have not completed one (1) year of bargaining unit employment.

4. **PERMANENT** - Employees have completed one (1) year or more of bargaining unit employment.

5. **PER DIEMS** - Per Diems as defined in Section 5.01E are not covered by this section unless specifically referenced. They do not accrue or hold seniority while in per diem status. However, if they return to a full or part-time status, the seniority they earned while previously in a full or part-time status will be retained.

6. **ABILITY** - The capacity to independently provide safe patient care, as determined by the Assistant Commissioner for Nursing Services at the Department of Health or the appropriate designee of the Commissioner in other agencies after a regular orientation. The Assistant Commissioner of Health for Nursing Services at the Department of Health or the appropriate designee of the Commissioner in other agencies may make a determination of ability and forego a regular orientation for probationary employees; and for employees who are seeking to fill a vacancy or bump into a position other than staff nurse for which they do not have the appropriate leadership or clinical experience.

7. **REGULAR ORIENTATION** - An orientation that is given to newly hired employees less the general component, and the decisions for continued employment that take place during that orientation.

8. **VACANCIES** are positions that have been posted pursuant to this agreement that the County intends to fill.
9. PROMOTIONAL TITLES for vertical bumping are in the management track of a clinical unit or service, these titles are normally General Staff Nurse, Charge Nurse, Public Health Nurse and Supervising Public Health Nurse.

10. CLINICAL DIVISION
   a) Health Department
   b) Department of Corrections
   c) Social Services
   d) Community College
   e) Other County Departments

11. STATUS is either full-time or part-time as set forth in this Agreement in Section 5.01.

12. LAYOFF means as a result of position elimination an employee is no longer employed as a nurse in the bargaining unit in a full or part-time status.

13. SERVICE - Patient care activities that are related by nurse responsibility, task and/or specialized education. Normally broken down by unit (e.g., DSS/PCA Program) or functional title (e.g., disease control nurse).

14. NON-PROMOTIONAL TITLES - The following list is not all inclusive but for descriptive purposes only: Employee Health Nurse, Nurse Epidemiologist, Adult Nurse Practitioner, Pediatric Nurse Practitioner, Family Nurse Practitioners, Clinician, Nurse Informatics, Nurse Recruiter, Nurse Advocate for Retention, Family Planning Nurse Practitioner, Coordinator of Continued Patient Care, Health Services Coordinator and Clinical Nurse Specialist.

15. COUNTY DEPARTMENTS - a) Health Department, Social Service Department, Community College, Department of Corrections.

B. Notification
When the County has determined employee occupied positions may be eliminated, it will notify the Association in writing forty-five (45) days prior to such elimination. Affected employees will receive thirty (30) days notice. Notification will be made by certified mail, return receipt requested. The notification will contain a declaration that states the action is to be a fiscal layoff or an elimination of service.

C. Fiscal Layoff
When the County declares a fiscal layoff, it will indicate the specific County department. Within the Department first, all vacancies and second, all probationary employees will be eliminated. If additional employee occupied positions must be eliminated then the County will designate such positions using reverse seniority.

D. Elimination or Reduction of Service
When the County eliminates a service the following guidelines will be followed:

1. In no case can an employee with less seniority bump an employee with more seniority.

2. In no case can an employee bump into a higher promotional title.

3. An employee whose position is identified to be eliminated will first fill a vacant position.
4. If there are no vacancies then probationary employees will be replaced in an order determined by the Assistant Commissioner of Health for Nursing Services at the Department of Health or the appropriate designee of the Commissioner in other agencies based on ability.

5. If there are no vacancies or probationary employees then the least senior employees will be bumped.

6. Employees will not be required to bump the least senior employee if that employee does not have the same status as the bumping employee. In such instance, the bumping employee can skip to the least senior employee with the same status.

7. In order to ensure that the most senior employee gets the most choices, the County will formulate a list of vacancies, probationary employees and least senior employees equal to the number of occupied positions being eliminated in that clinical division.

8. Employees whose positions are eliminated or who are bumped out of their positions will have seventy-two (72) hours from the time they are notified of their options to respond to the Employer with their decision. The Employer will make every effort to first notify the employee in writing. Employees on leaves of absence will be notified of their options at the same time as active employees.

9. Permanent employees in non-promotional titles (see definition) who have their positions eliminated may fill vacancies in their title that they have the ability to fill. If there are no vacancies then they may bump the least senior employee in their title that they have the ability to fill.

Employees without a position as a result of the above will be considered to be at the General Staff Nurse level and proceed as set forth above from Step 3.

10. Competitive Class employees whose positions are abolished or reduced will be subject to the procedures set forth in New York State Civil Service Law Sections 80 and 81.

Employees without a position as a result of the above will be considered to be at the next lower title and proceed as set forth above from Step 3.

E. Severance
Employees are entitled for severance pay as set forth in 9.03G.

F. Agency Nursing
The County will not regularly replace laid off employees with Agency personnel. Agencies are businesses that provide temporary nursing services.

G. Per Diem Replacements
The County will not use per diems to regularly replace laid off, full or part-time employees.

H. Replacement
The County will not replace laid off employees with non-bargaining unit County employees.
I. Recall
When permanent employees have lost their position because there are no available vacancies they can fill and are unable or unwilling to bump then those employees will be placed on a recall list.

When employees fill vacancies or replace probationary employees as set forth in D-6 but do not complete the regular orientation, they will be placed on the recall list.

Employees will be recalled by seniority starting with the most senior. If a vacancy occurs it will be offered to laid off employees before it is posted. Employees on recall have three (3) working days from the time they are offered the position to inform the County of their decision. Employees who turn down a position (same status) within their clinical division on two (2) occasions lose all future recall rights. All recalls to a position outside of an employee's clinical division shall be subject to the ability of the employee to perform the duties of the vacant position.

Employees will remain on the recall list for two (2) years from layoff.

J. Return to Position
An employee in a promotional or non-promotional title whose position is eliminated will be entitled to return to the same position if it is posted within two (2) years.

13. MISCELLANEOUS

13.01 Health and Safety
The County will observe all applicable health and safety laws and regulations and will take all steps necessary to assure employee health and safety.

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

This provision shall be grievable up to Step 2 of Section 11.05, the Grievance Process.

13.02 Safety Committee
An advisory committee has been established in each constituent unit consisting of an equal number of members from the County and Association. The committee will investigate safety and security problems. The committee will meet monthly, unless otherwise agreed to in advance, at a mutually convenient place, time and date.

13.03 Parking Committee
Health Department employee parking will continue as heretofore. White Plains Health Department employees will pay the rate charged to other County employees.

13.04 Social Security
The County agrees to negotiate with the NYSNA before taking any action which could result in the termination of employee coverage under the United States Social Security Act.

13.05 Direct Deposit
The County will provide employees with the option for direct deposit of paychecks. Overtime and differentials will be delayed by one paycheck.

13.06 Smoke Free
The Association agrees that the County may designate buildings smoke free.
EXECUTION
IN WITNESS WHEREOF, the parties hereto have executed this agreement, in sextuplicate, the day and year first above written. The County of Westchester, pursuant to law by ANDREW SPANO, County Executive, whose seal is affixed hereto, and the New York State Nurses Association by LORRAINE SEIDEL, its Director, Economic and General Welfare Program.

THE COUNTY OF WESTCHESTER

By [Signature]
Title County Executive
Date 1/25/08

Approved as to form and manner of execution:

By [Signature]
Title Asst. County Attorney
dated 1/25/08

NEW YORK STATE NURSES ASSOCIATION

By [Signature]
Title Director
Date 12/13/07

Title Economic and General Welfare Program

A. STATE OF NEW YORK ) SS:
COUNTY OF WESTCHESTER) SS:

On the 25th day of January 2008, before me, personally came ANDREW SPANO, to me known, who being by me duly sworn, did depose and say that he resides at Westchester, the municipal corporation described herein, and which executed the foregoing instrument; that he knows the official seal of the County Executive of the County of Westchester; that the seal affixed to said instrument is said official seal, and that he signed his name hereto pursuant to the provisions of the Westchester County Charter.

Lynette B. Maura
Notary Public, State of New York
No. 01MA4947594
Qualified in Schenectady County
Commission Expires February 27, 2014

B. STATE OF NEW YORK) SS:
COUNTY OF ALBANY) SS:

On the 13th day of December 2007, before me, personally came LORRAINE SEIDEL, to me known, and known to me to be the Director, Economic and General Welfare Program of the New York State Nurses Association, the corporation described herein and which executed the within instrument, who being by me duly sworn that she is the Director, Economic and General Welfare Program of said corporation and knows the corporate seal of the said corporation; that the seal affixed to the within instrument is such corporate seal and is authorized to sign this Agreement on behalf of said Union; and that she has signed her name to this Agreement as a result of that authorization.

Lynette B. Maura
Notary Public, State of New York
No. 01MA4947594
Qualified in Schenectady County
Commission Expires February 27, 2014
APPENDICES AGREEMENT SIGNATURE PAGE

The County of Westchester and New York State Nurses Association agree to add the following appendices to the collective bargaining agreement between the parties that expires on December 31, 2008.

Appendix A - Salary Schedules
Appendix B - Affirmation of No-Strike
Appendix C - Notice of Recognition
Appendix D - Dues Assignment and Deduction Authorization
Appendix E - Retirement
Appendix F - Drug Testing Procedure
Appendix G - Side Letter of Agreement regarding Management Rights
Appendix H - Health Benefits
Appendix I - Westchester County Civil Service Rules
Appendix J - Voluntary Survey of the “One Care Street Wellness Initiative”

Signature below indicates agreement to incorporate the addenda set forth above into the collective bargaining agreement.

Signed by County and Association.

THE COUNTY OF WESTCHESTER
By __________________________
Title ________________________
Date ____________

NEW YORK STATE NURSES ASSOCIATION
By __________________________
Title ________________________
Date ____________
A. **Titles**

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B. **Per diem hourly rates for each title are set forth above.**

C. **In order to be eligible for retroactive payments, employees must be on the payroll as of date of ratification by the Union unless they retired between January 1, 2006 and the present. Retirement shall mean the employee is eligible to receive a check from the New York State Employees Retirement System.**
## APPENDIX A – SCHEDULE 1

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APPENDIX B

AFFIRMATION OF NO-STRIKE

Pursuant to the provisions of Subdivision 3 (b) of Section 207 of the Civil Service Law, known as the "Public Employees' Fair Employment Act," the New York State Nurses Association does hereby affirm on behalf of the members of the unit that:

It does not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in such strike.

The above affirmation is given for the purpose of establishing the New York State Nurses Association as the sole and exclusive bargaining agent for all employees of the County of Westchester.
APPENDIX C

NOTICE OF RECOGNITION OF CERTAIN EMPLOYEE ORGANIZATIONS FOR THE PURPOSE OF NEGOTIATING COLLECTIVELY FOR THEIR MEMBERS PURSUANT TO THE PROVISIONS AND PROCEDURES ADOPTED BY THE COUNTY OF WESTCHESTER

Public notice is hereby given that the County of Westchester pursuant to the provisions and procedures adopted by the Board of Supervisors of the County of Westchester in the implementation of Public Employees' Fair Employment Law, on April 8, 1968 recognized the following employee organizations for the purposes of and the administration of grievances arising under the terms and conditions of employment of public employees represented by said organizations.

1. The Faculty Association of the Westchester Community College for all professional staff of the College with the exclusion of the President but including supporting professionals as well as those involved directly in teaching.

2. The Westchester County Parkway Patrolmen's Benevolent Association, Inc. to include Patrolmen and Sergeants, and to exclude all other members of that department.

3. The New York State Nurses Association for all Registered Nurses employed by the County excluding titles of Director, Associate Director, and Assistant Director.

4. Committee of Interns and Residents for all interns, residents, chief residents and fellows, both medical and dental.

5. The Westchester County Civil Service Employees Association, Inc. for all other County employees, except Department Heads, Deputies, Division Heads, Managerial and Confidential employees.
APPENDIX D

NYSNA DUES ASSIGNMENT AND DEDUCTION AUTHORIZATION

Name:

(Please print) Last First Middle

Address:

Street and number or post office box

City State Zip

Social Security Number:

THE NEW YORK STATE NURSES ASSOCIATION
DUES ASSIGNMENT AND DEDUCTION AUTHORIZATION

Pursuant to applicable law, I assign the New York State Nurses Association from my compensation as an employee of

(herein called "my employer") $_______ (or such different amount as the Association may certify to my employer) per month, as membership dues in the Association; and I authorize and direct my employer to withhold this sum from the first compensation due me each month and remit it to the Association by the 10th of the following month.

I submit this assignment and authorization with the understanding that it will be effective and irrevocable for a period of one year from this date, or up to the termination date of the current collective bargaining agreement between my employer and the Association, whichever occurs sooner.

This authorization and assignment shall continue in full force and effect for yearly periods beyond the irrevocable period set forth above and each subsequent yearly period shall be similarly irrevocable unless revoked by me within the thirty-day period preceding expiration of such irrevocable period. Such revocation shall be effected by simultaneous written notice by registered or certified mail to my employer and the Association, which must be delivered within such thirty-day period.

This assignment and authorization are effective at once.

Date

Employee Signature

If you are represented for collective bargaining by NYSNA, please note: "You have a right to be or stay a non-member and pay an agency fee equivalent to dues. As a non-member, you are entitled to object to paying for activities unrelated to the Association's duties as a bargaining agent and to obtain a reduction in fees for such activities. Contact NYSNA for a copy of this procedure."
APPENDIX E

RETIREMENT

The County will continue to participate in, and to make contributions to, the New York State Employee's Retirement System on behalf of eligible employees, towards the following employee retirement benefits:

A. Options - As provided in New York State Employee's Retirement Law
   1. **Non-contributory "20 Year Career" Plan (Section 75i) - Tier I**
      (For Employees enrolled prior to July 1, 1973) Continues eligibility for retirement allowance for all members at age fifty-five (55), but improved basic guaranteed retirement allowance (including annuity purchased by member's age sixty (60) plan contributions on earnings before April 1, 1960) for persons who retire with twenty (20) or more years of service, the basic guaranteed allowance would be 1/50 of final average salary per year of service.

      (A limitation in this allowance is that the pension portion (which is exclusive of annuity provided by the member's contributions) cannot exceed 3/4 of final average salary.)

   2. **Non-contributory Modified "20 Year Career" Plan (Section 75i) - Tier II**
      (For employees enrolled on and after July 1, 1973) Eligibility for retirement allowance is age sixty-two (62). Retirement at age fifty-five (55) will be permitted with reduced benefits. There is a pension limitation of sixty percent (60%) of final average salary if under twelve thousand dollars ($12,000). There is a pension maximum if final average salary is over twelve thousand dollars ($12,000) and fifty percent (50%) of excess.

   3. **Coordinated - Escalator Retirement Plan (Section 500) - Tier III**
      (For those employees who last became members on or after July 1, 1976) Members are required as of January 1, 1977 to contribute three percent (3%) of gross salary to the retirement plan through payroll deductions - Membership is mandatory. Retirement benefit with twenty (20) or more years of service is 1/50th of final average salary for each year of credited service (to maximum of thirty (30) years) less fifty percent (50%) of the Primary Social Security Retirement benefit. Retirement at fifty-five (55) to sixty-one (61) is at reduced proportionate rate.

B. **Added Service Credit**
   1. For those members who exercised the prerogative of purchasing World War II military service, their benefits will remain in full force and effect. This benefit was not available after June 30, 1972;

   2. Privilege of members who had service as a member of any other Retirement System operated by the State of New York or subdivision of the State (e.g., NYS Teachers' Retirement, New York City Retirement Systems) but who failed to exercise prerogative of transfer to now regain credit for that service by making the member contributions. (Section 43 and 343)

   3. Recovery of privilege of having service credited for past period of military leave without pay by members who, by failing to initiate or make required contributions within the prescribed period of time (five (5) years after restoration to employment), did not originally avail themselves of this privilege. (Section 243, Military Law.)
C. **Application of Unused Sick Leave**

Application of unused sick leave as additional service credit upon retirement (Section 41j and 341j). This would apply to members for whom the earning and accumulation of sick leave was (prior to the member's retirement) authorized by law, rule, regulations, written order or written policy. Allowable unused sick leave credit would be limited to one hundred sixty-five (165) days and applied as additional service credit on a calendar day basis (i.e., one hundred sixty-five (165) days - approximately five and one-half (5½) months).

D. **Death Benefits**

1. **For Employees Enrolled Prior to July 1, 1973 - Tier I**

   Guaranteed minimum death benefit of three (3) times annual rate of pay (rounded to next higher multiple of one thousand dollars ($1,000) but limited to twenty thousand dollars ($20,000). (Sections 60b and 360b.)

   This guaranteed minimum death benefit would be applicable to members who were employed on March 31, 1976; were below age sixty (60) when they began the employment; and had at least ninety (90) days of continuous service immediately preceding death. This guaranteed minimum death benefit would be paid to such eligible persons in place of the regular ordinary death benefit when the regular ordinary death benefit would not be greater.

2. **For Employees Enrolled On/And After July 1, 1973 - Tier II**

   At time of enrollment into the retirement system, the employee chooses the death benefit.

   a) **Death Benefit One**

   One (1) month's salary for each full year of service up to a maximum of three (3) years' salary upon the completion of thirty-six (36) full years of service. No benefit paid after retirement.

   b) **Death Benefit Two**

   After one (1) year of service, benefits will equal the annual salary. After two (2) years of service, benefit will equal two (2) times annual salary. After three (3) years of service, benefit will equal three (3) times annual salary. However, the benefit is subject to the limitations provided in Section 448 of the Retirement Law.

3. **For Employees Enrolled On/And After July 1, 1976 - Tier III**

   **Death Benefit**

   CO-ESC members with eligible beneficiaries (as determined by law) who are age fifty-two (52) or younger when entering service and who die in service before attaining age sixty (60) are eligible for the following benefit: At least one (1) year but not more than two (2) years of service, benefit amount is one (1) times final year's rate of pay ($20,000) maximum; at least two (2) years but not more than three (3) years of service, benefit amount is two (2) times final year's rate of pay ($40,000) maximum; three (3) or more years of service, benefit amount is three (3) times final year's rate of pay ($50,000) maximum.
At age sixty (60), the benefit is reduced by ten percent (10%) each year thereafter.

Members meeting the above requirements who are age fifty-three (53) or over at the time of entering service are eligible for the above benefit but with the following benefit amounts:

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<td>54</td>
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<tr>
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Members without eligible beneficiaries are covered by the schedules shown above with a $3,000 maximum.
APPENDIX F

WESTCHESTER COUNTY
DRUG TESTING PROCEDURE
FOR
NEW YORK STATE NURSES ASSOCIATION BARGAINING UNIT

Drug Testing Procedure

1. An employee shall be required to submit to urinalysis where there exists a "reasonable suspicion" to believe that it will be discovered that the employee is impaired while on the job from the use of a controlled substance or alcohol.

2. Where the employee is required to submit to such urinalysis test, the following conditions shall apply:

   a) All procedures from the order to take such test to the testing itself shall be done in a manner to minimize embarrassment of the employee and to minimize awareness in others that such test is being required or performed.

   b) The supervisor shall make a good faith effort to allow the employee an opportunity to consult with the Association before submitting to such test. However, no such test shall be delayed more than three (3) hours from the time the employee is ordered to take such test. During the waiting period, the employee must remain at a location designated by the Employer. Notification of the Association shall be made in the following manner: a telegram shall be sent to NYSNA's New York City office at 120 Wall Street, Floor 23, New York, New York 10005 within twenty-four (24) hours.

   c) Subject to the above, the sampling shall be done at a location designated by the County, but in no case shall the lab testing be done at a Westchester County facility.

   d) No member of the bargaining unit shall be required to collect the sample from the employee being tested.

   e) The employee being tested shall have the right to an independent analysis from a lab of his/her choice from a list mutually agreed to by the parties. The employee shall designate, at the time the specimen is given, the laboratory, if any, chosen by such employee. In that event, specimens shall be separately provided to the laboratory designated by the County and to the laboratory designated by the employee. Copies of test results if warranted shall be sent to the Association member and the County.

   f) All such tests will be fully paid for by the County.

   g) The following procedure shall be used to insure proper processing:

      i) The urine specimen shall be taken promptly with as little delay as possible.

      ii) Immediately after the specimen is collected, the individual containers shall, in the presence of the employee, be labeled and then initialed by the employee. The employee has an obligation to identify each container and initial same.
iii) The specimen containers shall be placed in the transportation container after being collected. Then the transportation container shall be sealed in the employee’s presence and the employee given an opportunity to initial or sign the transportation container.

iv) The container shall be sent to the designated testing laboratory on that day or the soonest regular business day by courier or the fastest other method available.

h) In the event two (2) separate tests are conducted in compliance with subsection (b) above, and the test reports by both laboratories are reported to have been positive and conclusive, the prima facie validity of the tests shall be deemed to have been established for the purpose of any subsequent hearings in reference to such testing. In the event an employee refuses to have the testing done by two (2) laboratories, pursuant to subsection 2(d) above, the hearing officer in a subsequent disciplinary hearing may draw a negative inference from such refusal in determining the guilt or innocence of the employee on charges of substance or alcohol abuse directly connected to the allegations which led to the testing.

All time required by the employee to take the ordered test shall be considered time worked. If an employee refuses the second (2nd) test option, such employee will be advised it could result in a negative inference.

3.

a) Within seven (7) working days after the test, upon written request of the employee, the Association shall have the right to resolve any dispute pertaining to the reasonableness of the suspicion the County may have had in implementing these procedures through binding arbitration.

b) The following arbitrators are designated to be called on a rotating basis:

i) 
ii) 
iii) 

If the arbitrator to be used is not available within twenty (20) days of the date of the grievance filed, then the arbitrator soonest available shall be designated for the hearing. The cost of the arbitrator’s fee and expenses shall be shared by the parties. In the event of an arbitration hereunder, the results of the drug test(s) shall not be transmitted or communicated to the parties except by order of the arbitrator.

To the extent permissible by law, the arbitration procedure hereunder when resorted to by the employee shall be the employee’s sole and exclusive remedy in the resolution of issues raised by this procedure.

No information gained through the Employee Assistance Program may be used as a basis for initiating such testing.

Reasonable suspicion means that the test will only be begun and conducted upon the basis of objective articulative facts and reasonable inferences derived from such facts.

An employee who tests positive and has no previous record of substance abuse and subsequently participates in the County Employee Assistance Program shall have such participation taken into consideration by the County on any disciplinary action relating to the original actions that caused the drug test to be administered.
APPENDIX G

July 27, 1988

Mr. Michael Wittenberg
Director of Labor Relations
Westchester County Office of Labor Relations
148 Martine Avenue, Room 241
White Plains, NY 10601

Re: Section 3.01 Management Rights

Dear Mr. Wittenberg:

This letter will confirm that it is the understanding of the Association that during the 1988 negotiations when the County agreed to delete Section 3.01, Management Rights, from the contract, it did not waive any of its management rights due by law.

Sincerely,

/s/ Thomas W. Darby

Labor Relations Representative
Economic and General Welfare Program

TWD/db
APPENDIX H
Health Benefits

Effective January 1, 2006

Drug Prescription Plan:

$ 5.00    -    Generic
$10.00    -    Brand Name
$25.00    -    Non-Favored Brand Name – want definition of term and list. *

All 90-day mail order prescriptions shall be subject to one (1) co-payment. 
All pharmacy co-payments are subject to one (1) co-payment for each 30-day supply.

PPO co-payments January 1, 2005: $15.00 
Effective July 1, 2005: $16.00

Mandatory Generic Drugs

When a generic drug is available and an employee purchases a brand name drug, the employee shall be responsible for the generic co-payment and the difference in price between the generic and the brand name drug.

However, if the employee’s doctor determines that because if a medical necessity, a brand name drug must be prescribed when there is a generic equivalent available, said doctor must contact the designated representative of POMCO for approval.

If approval is granted, then the employee shall pay only the brand name co-payment.

Notwithstanding the foregoing, the County will consider the following drugs for a mandatory generic exemption whereby approval is not needed with a final determination to be made by POMCO:

4. Coumadin
5. Dilantin
6. Lanoxin
7. Levothroid
8. Mysoline
9. Premarin
10. Synthroid
11. Tegretol
12. Slobid
Physical Therapy and Chiropractic
All chiropractic and/or physical therapy sessions shall be limited to 31 visits per year.

Effective County and Association Ratification, the following deductions shall apply:

**Out of Network**

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**Out of Pocket Maximum - $1,500.00**

All out of network providers shall be subject to the usual and customary limitations currently in effect for all participating network providers.

**Emergency Room Co-Payment - $35.00**
(If admitted, co-payment is waived)

**Physical Therapy Co-Payment - $15.00**

**Retiree Health Insurance**

"Any employee who retires after County and Association Ratification, and who qualifies for participation in the County Health Plan shall receive continued family and individual health benefit coverage according to the following":

1. 20 or more years of service – Employee Coverage – 100% paid by County.
   Family Coverage – 80% paid by County

2. 10 years through 19 years – Employee Coverage – 75% paid by County.
   Family Coverage – 50% paid by County.

3. Five (5) years through nine (9) years – Employee Coverage – 50% paid by County.
   Family Coverage – 25% paid by County.

For purposes of this provision, retirement shall mean an employee is eligible to receive a retirement benefit from the New York State Retirement System on that date."
APPENDIX I

Westchester County Civil Service Rules

THESE RULES ARE INCLUDED FOR REFERENCE ONLY
April 19, 2007

Mr. Michael Wittenberg
Director of Labor Relations
Westchester County Office of Labor Relations
148 Martine Avenue, Room 241
White Plains, NY 10601

Re: Voluntary Survey of the “One Care Street Wellness Initiative”

Dear Mr. Wittenberg:

This letter will confirm that the Association has agreed to participate in the voluntary survey of the “One Care Street Wellness Initiative.” An employee will be credited with an additional day of annual leave if employee and his/her spouse or domestic partner complete the survey.

Sincerely,

/s/ Michelle H. Green

Labor Relations Representative
Economic and General Welfare Program