

MEMORANDUM OF AGREEMENT

BETWEEN

THE COUNTY OF SULLIVAN

AND

NEW YORK STATE NURSES ASSOCIATION

This Memorandum of Agreement consisting of pages 1 through 12, including this page, states that The County of Sullivan and the New York State Nurses Association have reached an agreement identifying the provisions of the collective bargaining agreement which the parties intend to execute. It is understood between the parties that the New York State Nurses Association will not be bound by the MOA and will not execute a collective bargaining agreement unless it is ratified by the Local Bargaining Unit.

It is further agreed and understood by the parties that any and all terms and conditions of employment of the January 1, 2021 – December 31, 2024, agreement and any and all subsequent memorandum of agreement, letters of understanding, or otherwise, not specifically addressed by this Memorandum of Agreement shall remain unchanged.

Upon ratification, the parties agree to execute a formal document integrating the terms of the MOA and the expired agreement.

Signed by Employer and Association

THE COUNTY OF SULLIVAN

By: 

Date: 7/17/2020

NEW YORK STATE NURSES ASSOCIATION

By: Den Zgoda

Date: 7/20/26

Negotiating Team Members:

Alita Toro - via email
Stacie Wolcott - via email
Donna Parsons - via email
Janna Walter - via email

The Union withdraws section 3.07 Seniority: Acquisition

3.03 Regular Part-Time Employee

A regular part-time employee is an employee who has completed the probationary period and regularly works at least: (a) in the Adult Care Center and Sheriff's Department, thirty-two (32) hours in a pay period, or (b) in the Health Service and Community Services Department, ~~twenty-eight (28)~~ thirty (30) hours in a pay period. This employee can be counted on by the Employer to fulfill, on an annual basis, a schedule established by Employer and communicated to the employee. A regular part-time employee will be eligible for prorated benefits.

3.04 Per Diem Employee

A per diem employee is an employee who is not employed on a regular basis, but who works on a day-to-day basis as needed by Employer. Transfer to a regular part-time or full-time position must be requested in writing and approved by the Department Head. These employees shall be eligible only for the salary schedule and grievance procedure and shall not be eligible for any benefits.

~~Per diem employees in the Public Health Services who are assigned to nursing visits in either the certified home health agency or long-term long-term home health care program must be available to work four (4) weekends per year, two (2) holidays or one (1) additional weekend per year, and a minimum of twenty-four (24) twelve (12) days per year (including weekends and holidays). This, however, does not guarantee a minimum number of work days workdays if the employee is not needed. Employees will continue to submit a list of days available to work on a monthly basis.~~

Per diem employees in the DSI must be available six (6) days per year including weekends and holidays.

~~Per diem employees hired to work in the Adult Care Facility after April 11, 2005 will have the same obligation to be available to work as per diem employees in the Public Health Services.~~

Per diem employees will be scheduled for full shifts. When a per diem is requested and agrees to work at times not on the posted schedule, the per diem will be informed of the approximate amount of time needed and shall receive a minimum of three (3) hours of compensation, regardless of the actual time worked. In those instances when an employee is required to work more than three (3) hours, the employee shall receive additional payment for each hour or part thereof worked in excess of three (3) hours.

4.01 Basic Workweek and Basic Workday: Public Health Services

A. The basic workweek for employees of the Public Health Services hired before January 1, 1988, shall be thirty-five (35) hours including the

months of July and August which shall be completed within five (5) days, Monday through Friday. The basic workday for such employees shall be seven (7) consecutive hours in an eight (8) hour day shift, excluding meal period, from 9:00 a.m. to 5:00 p.m.

Effective the first full pay period following ratification the basic workweek for employees shall be thirty-seven and one-half (37.5) hours, which shall be completed within five (5) days, Monday through Friday. The basic workday for such employees shall be seven and one half (7.5) consecutive hours in an eight (8) hour day shift, excluding meal period, from either 9:00 a.m. to 5:00 p.m. or 8:00 a.m. to 4:00 p.m. (Modify section 7.01 Meal Period)

- ~~B. The basic workweek for employees of the Public Health Services hired after December 31, 1987, and for each employee hired prior to January 1, 1988, who requests and is granted a workweek under this subdivision of this Section, shall be thirty-five (35) hours including the months of July and August which shall be completed with five (5) consecutive 24-hour periods with a recurring period of 168 consecutive hours, i.e., seven (7) consecutive 24-hour periods with two (2) days off in each basic workweek. The basic workday shall be seven (7) consecutive hours in an eight (8) hour shift excluding meal period. An employee hired prior to January 1, 1988, who elects the basic workweek under this subdivision of this Section, shall not be permitted thereafter to re-elect the basic workweek under subdivision (a) of this Section unless the Employer shall consent to such change.~~

5.04 On-Call Pay

An employee who is on-call shall, for the period of such on-call time, notify the Employer of the employee's location and shall be accessible for contact by either telephone or beeper, as determined by the Employer. Employees who are on-call must be able to respond to calls and to report to a patient's home or work site within a reasonable period of time. Employees who are on-call Monday through Friday shall receive the equivalent of two (2) hours of the employees' straight time compensation rate for each day in which the employee performs any on-call.

Employees who are on-call on Saturdays, Sundays, or when the county is closed due to emergency, or the Holidays designated in section 6.01 Holidays: Designation of this agreement shall receive the equivalent of four (4) five (5) hours of the employees' straight time compensation rate for each day in which the employee performs any on-call.

On-call employees who are called in to work (in the Department of Public health services, the call in must be authorized by the Director of Patient services or designee) during their period of on-call duty shall be compensated in accordance with Section 4.05 Overtime of this collective bargaining agreement.

6.01 Holidays: Designation

Each Full-time employee will be entitled annually to the following holidays:

New Year's Day	Columbus Day
Martin Luther King, Jr.'s Birthday	Election Day
Lincoln's Birthday	Veterans' Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
<u>Juneteenth</u>	1/2 day before Christmas Day
Independence Day	Christmas Day
Labor Day	1/2 day before New Year's Day
<u>Floating Holiday</u>	

With notice to the Association and Employees by November 1, the County may replace Washington's Birthday and Election Day with Juneteenth and one (1) floating holiday, beginning January 1.

The half day before Christmas Day and the half day before New Year's day may be combined so employees work one full day, so long as coverage for both days is maintained.

A regular part-time employee will receive a proportionate benefit under this paragraph.

8.02 Health Insurance

*The following language is subject to final approval by the fund trustees

a. New York State Nurses Association Benefits Fund Plan

(1) Plan A

The Employer will contribute to the New York State Nurses Association Benefits Fund Plan (Fund) the annual contribution established by the Trustees, paid in monthly installments uniformly required by the Fund to provide to Plan A health and welfare benefits for each of those full-time and regular part-time employees who are eligible to be covered by the Fund and who are not otherwise disqualified from such coverage (8.03 Duplicate Health and Medical Insurance). Contributions for new employees shall begin on the first (1st) day of the month following the date of employment.

(2) Contributions

The Employer will pay the cost of the fund for full-time employees. Contributions by the Employer to the Fund for regular part-time employees shall be prorated and the remaining share of such contribution shall be deducted from the salary of each such employee in equal installments.

Effective the first full pay period in August 2026, The Union and the Employer have agreed to Plan Option A at the total annual premium payment per nurse as set forth below and Employee Premium Option 1 in the amount of twenty-five dollars (\$25.00) per month for the RN, her spouse and covered dependents (maximum of four (4) including the RN, spouse and dependents). Accordingly, each full-time Employee shall be required to contribute by payroll deduction premiums to the Benefits Fund each pay period at the foregoing rate for each employee, spouse and covered dependent as set forth in the preceding sentence, unless the Employee has timely opted out of coverage.

The County shall continue the NYSNA Benefits Plan Fund, and shall make annual payments to the Fund as follows:

January 1, 2025¹ - December 31, 2025¹ payment of \$20,485^{30,059} per employee

January 1, 2026² - December 31, 2026² payment of \$21,852^{31,975} per employee

January 1, 2027³ - December 31, 2027³ payment of \$23,397^{33,825} per employee

In all subsequent years, the County shall make payment to the NYSNA Benefits Fund as determined by the Trustees of the Fund.

(3) Rate of Contributions

Contributions shall be paid monthly (1/12 of the annual contribution amount) based on the number of employees employed during the previous calendar month. The Employer shall remit payment to the Benefits Fund in a timely manner so as to be received by the Fund no later than the last day of the month for which it is made (the due date). For example, contributions that are to be made for the month of January are to be received no later than January 31st.

(4) Failure to Make Contributions

In the event that the Benefits Fund shall fail to receive payments provided hereunder on or before the due date, the Fund shall be entitled to charge interest upon such payments from the due date to the date payment is received at the rate of one and one-half percent (1-1/2%) per month.

(5) Use of Contributions

Contributions shall be used only to provide health and welfare benefits, as provided by the Fund, for Plan participants.

(6) Identity of the Fund

The Fund shall be administered under the terms and provisions of the "Agreement and Declaration of Trust Establishing the New York State Nurses Association Benefits Fund" dated May 1, 1972, and as thereafter

amended, and such other related documents describing benefits provided thereunder.

(7) Acknowledgment of Trust

The Employer will execute an acknowledgment of the Trust on or before the effective date of the Fund.

(8) Benefits to be Provided and Liability

The benefits to be provided to the employees shall be solely those described in the documents related to the administration of the Fund as amended from time to time by the Trustees. The Employer shall not be liable to any employee or dependent of such employee with respect to the administration of the Fund or for the provision of any benefits thereunder. The sole liability for administration of the Fund and the provisions of benefits shall be that of the Fund.

(9) Annual Audit

An independent audit of the Fund shall be made annually and a statement of the results thereof shall be furnished to the Employer on request.

(10) Information to be Provided

The Employer shall, on the written request of the Fund Administrator, provide such documentation with respect to the employees covered by the Fund as may be reasonably necessary to establish the validity of the claims made on the Fund or the number and identity of such employees for whom contributions were made during the term of this Agreement as required by the Fund. The Fund will notify the Employer of any change in benefits.

(11) Insurance Opt Out

Each full-time Employee shall have the right to opt-out of health benefit coverage for either (i) both herself and all of her dependents and spouse (if any), or (ii) all, or any combination of her dependents and spouse (if any), by written notice to the Fund Office before the first day of the second month following ratification of this Agreement, and thereafter by annual option effective as of the beginning of a Plan Year. The Association and the Employer agree to allow full-time employees to elect not to be covered by the Benefits Fund for hospitalization, basic surgical/medical, major medical, dental, prescription drugs, and optical charges (health coverage) provided that they demonstrate to the Employer that they have general health insurance coverage through another policy and that they are opting out of the Employer paid coverage effective January 1st of a calendar year and for at least one (1) calendar year; the Employer's contribution rate to the Benefits Fund under this condition shall be as set forth below. Such contribution shall provide for weekly disability, long term disability and life insurance coverage for such employees, in accordance with the procedures adopted by the Board of Trustees of the Benefits Fund, subject to amendment. The County agrees to provide an opt out incentive of one

thousand, five hundred dollars (\$1,500.00) per annum for a full time registered nurse who elects the opt out incentive.

The rates for the above shall be the following:

2025 4	annual rate of \$ 798767 per employee
2026 2	annual rate of \$ 817787 per employee
2027 3	annual rate of \$ 837806 per employee

Thereafter for the term of this Agreement, rates shall be determined by the trustees of the NYSNA Benefits Plan.

Nothing in this collective bargaining agreement or in its interpretation shall be deemed to be inconsistent with:

(a) The sole and exclusive authority of the Trustees under existing law and the trust agreement to determine the benefits to be provided to all plan participants and to make changes thereto.

(b) The provisions of the Trust Agreement, including the procedures and methods for designation and selection of Trustees, except as otherwise specified in the Trust Acknowledgment form provided by the Trustees.

(c) The absolute right of Trustees to take any action necessary to enforce payment of contributions due including, but not limited to, proceedings at law and in equity or, if they so decide in their sole discretion, submission to arbitration by the American Arbitration Association in the City of New York.

(d) The principle that there may be no deductions by the Employer from contributions due to the Fund of sums as credits, other than credits which the Plan Administrator determines to be allowable by reason of mistaken contributions.

b. Retirement

An employee eligible for retirement is an employee who has completed at least ten (10) years of continuous service with the Employer prior to retirement. Such employee upon retirement shall receive a payment of \$6,000 per annum up to age 65, or until the employee becomes Medicare eligible, whichever occurs first.

c. Optional Plan

(1) The Optional County Plan of medical and health insurance shall be available only to employees who elect such plan under subparagraph (b) or who are ineligible to participate in the Fund because of Section 8.03 Duplicate Health and Medical Insurance. Such plan shall be substantially equivalent to another plan provided to other employees of the Employer but the benefits provided under such plan shall not be required to be equivalent or comparable to the benefits provided by the Fund. The costs for participation in the Optional Plan in each year of this Agreement shall be paid as follows:

- a. The Employer shall pay up to \$6,500; and
 - b. The employee shall pay the amount in excess of \$6,500 and less than \$6,800; and
 - c. The Employer and the employee shall share the costs in excess of \$6,800.
- (2) Employees who elect the Optional Plan shall be entitled to be represented on a joint committee to meet on a continuing basis to discuss modifications and changes in the Optional Plan of medical and health benefits including but not limited to proposals with respect to the nature and extent of the benefits to be provided by the Optional Plan, the allocation of the cost of the plan between the County and the employees, and the provision of new benefits or different types of coverage. A meeting may be called by either party upon notice to the other within five (5) days. If the Committee shall agree on any such modification and changes in the plan, and the respective parties or Committees shall ratify same, the plan shall be so modified and changed.

9.04 Tuition Refund

The Employer will reimburse a full-time employee, in accordance with the employer's policy Sullivan County Education and Certification Reimbursement Policy number 547-22 which was provided to the Union on October 30, 2025, after one (1) or more years of continuous full-time employment and approved by the employer. The Employer will reimburse a full-time employee for a certification program; the employee will be reimbursed 100% upon completion but shall not exceed \$3,000 per certification. The Employer will reimburse a full-time employee, after one (1) or more years of continuous employment, up to fifty (50%) percent reimbursement of the cost of tuition and fees only, upon satisfactory completion (Grade C or better for undergraduate hours and Grade B or better for graduate hours) of the course work, with a maximum County contribution of \$5,000 annually approved by the employer.

~~Employer will reimburse a full-time employee, after one (1) or more years of continuous employment, up to twelve hundred dollars (\$1,200) of the cost of tuition and fees actually incurred in successfully completing ("C" or better) job related studies approved by the Employer. No more than a total of ten (10) such applications for reimbursement from all Departments together need be approved by Employer each calendar year.~~

~~The department heads of all departments shall mutually agree as to how this benefit is to be distributed in a given calendar year among the employees in the unit. In the event that the department heads are unable to agree, the Director of Human Resources shall have the authority to make the final decision on the distribution of this benefit for the calendar year in question.~~

~~Approval from the Director of Human Resources on job relevance is required.~~

16. EFFECTIVE DATE AND DURATION

This Agreement, except as otherwise provided, will be effective as of 12:00 a.m. January 1, 2025~~4~~ and will remain effective until 11:59 p.m. December 31, 2028~~4~~.

17. TERMINATION

This Agreement may be terminated effective 11:59 p.m. December 31, 2028~~4~~ by written notice from either party, delivered to the other not later than August 1, 2028~~4~~ of intent to modify or terminate it, and may be terminated effective 11:59 p.m. any subsequent December 31 by similar written notice delivered to the other party not later than the preceding August 1. Notice of intent to modify will be equivalent to notice of intent to terminate.

SCHEDULE A

A-1.01A Base salaries for all employees of Sullivan County shall be increased according to the following increases:

Effective January 1, 2025~~4~~ each full-time employee shall receive an additional increase of three percent 32% added to base salary of December 31, 2024~~0~~.

~~Effective January 1, 2022 each full-time employee shall receive an additional increase of fifteen hundred dollars (\$1,500) added to base salary of December 31, 2021.~~

Effective January 1, 2026~~2~~ each full-time employee shall receive an additional increase of three percent 32% added to base salary that was adjusted as above on January 1, 2025~~4~~.

~~Effective January 1, 2022 each employee in the Adult Care Center will be moved to the next higher grade as reflected in the wage scale.~~

Effective January 1, 2027~~3~~ each full-time employee shall receive an additional increase of five percent 52% added to base salary of December 31, 2026~~2~~.

Effective January 1, 2028~~4~~ each full-time employee shall receive an additional increase of five percent 52% added to base salary of December 31, 2027~~3~~.

~~All part time employees shall receive a prorated salary increase as per the above schedule. Per Diem employees shall receive increases in 2021, 2022, 2023 and 2024.~~

The County shall make retroactive payments within sixty (60) days of the ratification by the both parties.

Starting base salaries of all employees hired on January 1, 2004 and thereafter, by job title:

NYSNA Proposal
June 17, 2026

		1/1/2024	1/1/2025	1/1/2026	<u>85/1/2026</u>	1/1/2027	1/1/2028
Grade I	Graduate Nurse	\$62,248.00	<u>\$64,115.44</u>	<u>\$66,038.90</u>	<u>\$70,755.97</u>	<u>\$74,293.77</u>	<u>\$78,008.45</u>
Grade II	Registered Professional Nurse Graduate Nurse - Adult Care Center	\$66,415.00	<u>\$68,407.45</u>	<u>\$70,459.67</u>	<u>\$75,492.51</u>	<u>\$79,267.13</u>	<u>\$83,230.49</u>
Grade III	Jail Nurse, Registered Professional Nurse - Adult Care Center	\$67,969.00	<u>\$70,008.07</u>	<u>\$72,108.31</u>	<u>\$77,258.91</u>	<u>\$81,121.85</u>	<u>\$85,177.94</u>
Grade IV	Community Mental Health Nurse	\$70,105.00	<u>\$72,208.15</u>	<u>\$74,374.39</u>	<u>\$79,686.85</u>	<u>\$83,671.19</u>	<u>\$87,854.75</u>
Grade V	Public Health Nursing Program Coordinator, Community Mental Health Nursing Coordinator, Community Mental Health Nurse (Public Health), House Manger	\$72,231.00	<u>\$74,397.93</u>	<u>\$76,629.87</u>	<u>\$82,103.43</u>	<u>\$86,208.60</u>	<u>\$90,519.03</u>
Grade VI	Public Health Nurse, Public Health Nursing Program Coordinator, Head Nurse / Unit Leader, Adult Care Center	\$75,433.00	<u>\$77,695.99</u>	<u>\$80,026.87</u>	<u>\$85,743.07</u>	<u>\$90,030.23</u>	<u>\$94,531.74</u>

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	Program Coordinator						
Grade VII		\$80,098.00	<u>\$82,500.94</u>	<u>\$84,975.97</u>	<u>\$91,045.68</u>	<u>\$95,597.96</u>	<u>\$100,377.86</u>
Grade VIII	Supervising Public Health Nurse, Supervisor Jail Nursing Services, Supervising Community Health Nurse (Public Health)	\$84,166.00	<u>\$86,690.98</u>	<u>\$89,291.71</u>	<u>\$95,669.69</u>	<u>\$100,453.17</u>	<u>\$105,475.83</u>

The Employer may approve additional increases in recruitment rates, as it deems necessary in accordance with the provisions of Section A-1.01 (B) of this schedule.

A-1.02 Per Diem Employees - Base Salary

Effective January 1, 2025¹ through January 1, 2028⁴ per diem employees shall receive the same percentage increases to the salary rate as part time and full-time employees inclusive of the January 1, 2022 lump sum.

-	<u>1/1/2024</u>	<u>1/1/2025</u>	<u>1/1/2026</u>	<u>1/1/2027</u>	<u>1/1/2028</u>
<u>RN Adult Care</u>	\$43.91	\$45.23	\$47.49	\$49.87	\$43.91
<u>Jail Nurse</u>	\$43.91	\$45.23	\$47.49	\$49.87	\$43.91
<u>CHN</u>	\$51.73	\$53.29	\$55.95	\$58.75	\$51.73
<u>PHN</u>	\$54.15	\$55.78	\$58.57	\$61.49	\$54.15
<u>RN Public Health</u>	\$47.83	\$49.27	\$51.73	\$54.32	\$47.83

-	1/1/2021	1/1/2022	1/1/2023	1/1/2024
RN Adult Care	\$37.5698	\$40.9782	\$41.7978	\$42.6338
Jail Nurse	\$39.4535	\$40.9782	\$41.7978	\$42.6338
CMHN	\$46.5055	\$48.2763	\$49.2418	\$50.2266
PHN	\$48.7181	\$50.5331	\$51.5438	\$52.5747

RN Public Health	\$42.9368	\$44.6362	\$45.5289	\$46.4395
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A-1.05 Experience Differential

~~An experience differential of seven hundred and fifty dollars (\$750) per year for each year of full time professional nursing experience, up to a total of six years (\$4,500), shall be payable to employees of the Unit.~~

~~Effective January 1, 2022, an experience differential of seven hundred and fifty dollars (\$750) per year for each year of full time professional nursing experience, up to a total of eight (8) years (\$6,000), shall be payable to employees of the Unit.~~

~~Effective January 1, 2023, an experience differential of seven hundred and fifty dollars (\$750) per year for each year of full time professional nursing experience, up to a total of nine (9) years (\$6,750), shall be payable to employees of the Unit.~~

Effective January 1, 2024, an experience differential of seven hundred and fifty dollars (\$750) per year for each year of full-time professional nursing experience, up to a total of ten (10) years (\$7,500), shall be payable to employees of the Unit.

A-1.06 Special Credentials Differential

Effective January 1, 2021 Employees shall receive differential pay in the amount of four hundred dollars (\$400.00) per year for each special credential, to an aggregate total of one thousand six hundred dollars (\$1,600) (four {4} credentials) recognized by the Department Head as being appropriate to the duties and responsibilities of the employee's position. Credentialing shall mean specialty certification by a recognized state or national credentialing organization such as the American Nursing Credentialing Center (ANCC), and which requires periodic retesting and renewal, or an advanced educational degree. If an employee has requested Department Head approval of a credential for this differential and the request has been denied, the employee may appeal the determination to the Commissioner of Personnel. Possession of a Master's Degree and/or a Bachelor's Degree shall be recognized as one of the allowable credentials under this Section if the Master's Degree and/or Bachelor's Degree was not used as the basis for qualification for appointment to the employee's position. The County will continue to recognize PALS and ACLS as special credentials for those incumbent employees currently being compensated.

Effective January 1, 2026, Employees shall receive differential pay in the amount of six hundred dollars (\$600) per year for each special credential, to an aggregate total of two thousand four hundred dollars (\$2,400) (four {4} credentials) recognized by the Department Head as being appropriate to the duties and responsibilities of the employee's position.

NYSNA Proposal
June 17, 2026

Tentatively agreed to on June 16, 2026

July 17, 2026

Union: Dem Zgodu 7/20/26

County: JP Joshua Potosek

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