

AGREEMENT

between

NEW YORK STATE NURSES ASSOCIATION

and

THE COUNTY OF SULLIVAN

January 1, 2018 - December 31, 2020

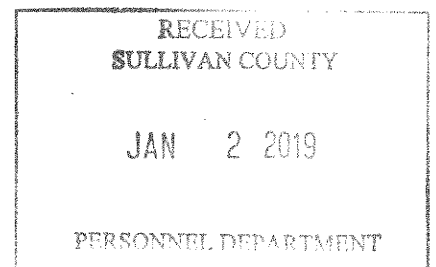


TABLE OF CONTENTS

1.	NEGOTIATING UNIT.....	1
2.	ASSOCIATION STATUS.....	1
2.01	RECOGNITION	1
2.02	ASSOCIATION MEMBERSHIP	1
2.03	DEDUCTION OF ASSOCIATION DUES	1
2.04	ASSOCIATION BUSINESS: LOCAL REPRESENTATIVE	2
2.05	ASSOCIATION BUSINESS: GENERAL REPRESENTATIVE.....	3
2.06	ASSOCIATION BUSINESS: BULLETIN BOARD.....	3
3.	EMPLOYEE STATUS.....	3
3.01	CLASSIFICATIONS.....	3
3.02	FULL-TIME EMPLOYEE ADD NEW LANGUAGE.....	3
3.03	REGULAR PART-TIME EMPLOYEE	3
3.04	PER DIEM EMPLOYEE -ADD NEW LANGUAGE.....	3
3.05	PROBATIONARY PERIOD.....	4
3.06	POST-PROBATIONARY DISCIPLINE.....	4
3.06B	DISCIPLINARY PROCEDURE.....	4
3.07	SENIORITY: ACQUISITION	5
3.08	SENIORITY: DEFINITION AND TYPES	5
3.09	SENIORITY: ACCRUAL	5
3.10	SENIORITY: RETENTION AND LOSS.....	5
3.11	SENIORITY: APPLICATION.....	5
3.12	SENIORITY: LISTS	5
3.13	POSTING OF POSITIONS.....	5
4.	WORK TIME.....	6
4.01	BASIC WORKWEEK AND BASIC WORKDAY: PUBLIC HEALTH SERVICES.....	6
4.02	BASIC WORK PERIOD AND BASIC WORKDAY: SHERIFF'S DEPARTMENT AND ADULT CARE CENTER NURSING SERVICE.....	6
4.03	BASIC WORKWEEK AND WORKDAY: COMMUNITY SERVICES DEPARTMENT.....	6
4.04	COMPENSATORY TIME OFF.....	6
4.05	OVERTIME.....	7
4.06	WORK SCHEDULES.....	8
4.07	MANDATED OVERTIME.....	8
5.	MONETARY BENEFITS: COMPENSATION FOR TIME WORKED.....	8
5.01	REGULAR COMPENSATION RATE.....	8
5.02	DIFFERENTIAL COMPENSATION RATE OR COMPENSATORY TIME OFF.....	8
5.03	PAY PERIOD.....	8
5.04	ON-CALL PAY	8
5.05	CALL-IN PAY	9
6.	MONETARY BENEFITS: COMPENSATION FOR TIME NOT WORKED	9
6.01	HOLIDAYS: DESIGNATION	9
6.02	HOLIDAYS: EQUIVALENT TIME OFF OR PAY	9
6.03	VACATION TIME: DEFINITIONS	9
6.04	VACATION TIME: ACCRUAL SCHEDULE.....	10
6.05	VACATION TIME: CREDIT.....	10
6.06	VACATION TIME: USE MINIMUM AMOUNT.....	10
6.07	VACATION TIME: USE OF PRIOR ACCRUAL	10
6.08	VACATION TIME: USE FORFEITURE	10
6.09	VACATION TIME: METHOD OF DEFERRAL.....	10
6.10	VACATION TIME: USE SCHEDULING.....	11
6.11	VACATION TIME: ADDITIONS.....	11
6.12	SICK LEAVE: ACCRUAL AND ADMINISTRATION.....	11
6.13	PERSONAL LEAVE: DEFINITION.....	11
6.14	PERSONAL LEAVE: AMOUNT.....	11
6.15	PERSONAL LEAVE: USE.....	12
6.16	BEREAVEMENT LEAVE	12
6.17	JURY DUTY LEAVE: AMOUNT.....	12

6.18	JURY DUTY LEAVE: PROCEDURE	12
6.19	NYSNA ORGANIZATION LEAVE	12
6.20	PROFESSIONAL DEVELOPMENT	12
6.21	WORKERS' COMPENSATION/DISABILITY	13
7.	UNPAID TIME OFF	14
7.01	MEAL PERIOD.....	14
7.02	MILITARY LEAVE.....	14
7.03	MATERNITY LEAVE.....	14
7.04	LEAVE OF ABSENCE: APPROVAL.....	14
7.05	LEAVE OF ABSENCE: BENEFITS.....	14
7.06	ABSENCE FROM WORK.....	15
8.	MONETARY BENEFITS: INSURANCE AND RETIREMENT	15
8.01	STATUTORY INSURANCE	15
8.02	HEALTH INSURANCE	15
8.03	DUPLICATE HEALTH AND MEDICAL INSURANCE.....	18
8.04	RETIREMENT PLAN	19
8.05	DISABILITY POLICY	19
9.	MONETARY BENEFITS: MISCELLANEOUS	19
9.01	TERMINAL BENEFITS.....	19
9.02	SHIFT DIFFERENTIAL: EVENING AND NIGHT SHIFTS.....	19
9.03	WORK IN A HIGHER CLASSIFICATION.....	19
9.04	TUITION REFUND.....	19
9.05	UNIFORM ALLOWANCE.....	20
9.06	MILEAGE REIMBURSEMENT.....	20
9.07	SULLIVAN COUNTY TRAVEL GUIDE	20
9.08	IN-CHARGE PAY.....	21
9.09	EXTRA SHIFT BONUS.....	21
9.10	CELL PHONE REIMBURSEMENT.....	21
10.	AFFIRMATION NOT TO STRIKE.....	22
11.	GRIEVANCE POLICY AND PROCEDURE	22
11.01	DEFINITIONS.....	22
11.02	PROCEDURE: STEP ONE.....	22
11.03	PROCEDURE: STEP TWO.....	22
11.04	PROCEDURE: STEP THREE.....	23
11.05	PROCEDURE: ARBITRATION.....	23
11.06	TIMELINESS.....	23
12.	RIGHTS AND RESPONSIBILITIES OF THE EMPLOYER.....	24
13.	NON-DISCRIMINATION.....	24
14.	MISCELLANY	24
14.01	DEFINITIONS.....	24
14.02	LABOR MANAGEMENT COMMITTEE	24
14.03	NOTICES TO PARTIES.....	25
14.04	SEPARABILITY.....	25
14.05	SUCCESSION.....	25
14.06	ENTIRE AGREEMENT.....	25
14.07	WAIVER PROVISION.....	25
14.08	DEFENSE OF EMPLOYEES	25
14.09	HEALTH AND SAFETY.....	26
15.	AMENDMENT	26
16.	EFFECTIVE DATE AND DURATION.....	26
17.	TERMINATION.....	26
18.	REQUIRED LEGISLATION.....	26
	EXECUTION	26

SCHEDULE A..... 27
MEMORANDUM OF AGREEMENT : NYSNA BENEFIT FUND..... 33
MEMORANDUM OF AGREEMENT : SALARY IMPROVEMENTS..... 34
MEMORANDUM OF AGREEMENT : SCCC TUITION..... 36
ADDENDUM A : ALTERNATE WORK SCHEDULES 38

AGREEMENT between (1) the COUNTY OF SULLIVAN (herein called the "Employer"), a municipal corporation with its office at County Government Center, P.O. Box 5012, 100 North Street, Monticello, New York 12701, and (2) THE NEW YORK STATE NURSES ASSOCIATION (herein called the "Association"), a membership association with its office at 11 Cornell Road, Latham, New York 12110-1403.

Employer and Association recognize their common interests beyond their collective bargaining relationship. Thus, they pledge to strive together to insure the highest quality of service by the Employer and the highest standards of professional nursing care and practice.

1. NEGOTIATING UNIT

The negotiating unit shall consist of each full-time, regular part-time, and per diem employee, as hereafter defined, who is licensed or otherwise lawfully entitled to practice as a registered professional nurse in the nursing service of the Adult Care Center, Public Health Services (including Public Health Supervisors), the Department of Community Services, and the Sullivan County Sheriff's Department. A registered professional nurse in responsible charge of these nursing services shall be excluded from the negotiating unit.

2. ASSOCIATION STATUS

2.01 Recognition

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

2.02 Association Membership

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

2.03 Deduction of Association Dues

An employee, after thirty (30) working days, desiring to become a member of the American Nurses' Association, New York State Nurses Association and District 18 of the New York State Nurses Association, may execute a written authorization in such form as may be supplied by the Association. Upon receipt of such authorization from an employee, the Employer shall, pursuant to such authorization, deduct from the employee's wages and remit to the Association by the tenth (10th) day of the succeeding month the dues fixed by the Association. The Employer shall be relieved from making such "check-off" deductions upon:

- A. termination of employment;
- B. transfer to a title other than one included in the negotiating unit;
- C. layoff from work;
- D. an authorized leave of absence; or
- E. revocation of the check-off authorization in accordance with its terms or with applicable law.

Notwithstanding the foregoing, upon the return of an employee to work from any of the above-mentioned absences, the Employer will immediately resume the obligation of making such deductions, except that deductions for terminated employees shall require a new dues authorization card. The Employer shall not be obliged to make dues deductions of any kind from any employee who, during

any dues period involved, shall have failed to receive sufficient salary to equal the dues deduction.

By the tenth (10th) day of each month, the Employer shall remit to the Association all deductions for dues made from the salary of employees for the preceding month, together with a list of all employees from whom dues have been deducted.

The Employer will, for each employee who does not authorize Employer to deduct Association dues under 2.03 Deduction of Association Dues or who is not otherwise certified by the Association to be a member in good standing, deduct from the wages due such employee in any month an agency shop fee equal to the regular dues fixed by the Association for such month. "Good standing" for the purpose of this Agreement shall mean the payment or tender of periodic dues, uniformly required as a condition of retaining membership in the Association. Employer will, not later than the tenth (10th) day of the following month, remit agency shop fees deducted for the preceding month to the Association. Each such agency shop fee deduction will continue in force and effect until revoked by:

- A. an employee's written and signed direction under Section 2.03 Deduction of Association Dues to deduct Association dues from the employee's wages, or
- B. certification by the Association that the employee is otherwise a member in good standing, or
- C. termination of such employee's employment.

The Employer shall not be obliged to make an agency shop fee deduction from any employee who, during any agency shop fee period involved, shall have failed to receive sufficient salary to equal the agency shop fee deduction.

It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the paragraphs of this provision, and the Association hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by an employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Association, their disposition thereafter will be the sole and exclusive obligation and responsibility of the Association.

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

2.04 Association Business: Local Representative

Association will notify Employer's Personnel Department of its local employee representatives who are authorized to deal with the Employer about employment conditions and adjustments of any problems arising under this Agreement. Association will notify the Employer in writing of said representatives' designation and authority and any change in either.

2.05 Association Business: General Representative

A duly authorized general representative of Association may visit Employer's premises, by prearrangement with the appropriate department head, at a reasonable time to discharge Association's duties as the employees' collective bargaining representative so long as the representative does not interfere with the work of the employees.

2.06 Association Business: Bulletin Board

Employer will provide Association with, and suitably locate, a bulletin board on which to post official Association notices. This bulletin board will at all times carry a label, device or notice clearly identifying it as Association's space (for use). The signature (or facsimile signature) of a duly authorized Association representative will be affixed to every Association notice posted in this space. Notices to be posted must be submitted for prior approval to the appropriate department head and such approval will not be unreasonably denied.

3. EMPLOYEE STATUS

3.01 Classifications

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

3.02 Full-Time Employee add new language

A full-time employee is an employee who has completed the probationary period and works: (a) in the Adult Care Center and Sheriff's Department, forty (40) hours or more per week, or (b) in the Public Health Services and Community Services Department, thirty-five (35) hours or more per week, including the months of July and August. A full-time employee will be eligible for all benefits under this Agreement.

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) 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 -add new language

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 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) days per year (including weekends and holidays). This, however, does not guarantee a minimum number of work days 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 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.

3.05 Probationary Period

A full-time employee will be on probation until completion of the period set forth in the Rules for Classified Civil Service for the County of Sullivan. A regular part-time employee shall be on probation for the number of months set forth for full-time employees in the Rules for Classified Civil Service for the County of Sullivan. The probationary period may be extended for no more than sixty (60) additional workdays by agreement between the Association and the Employer. During the probationary period, the employee shall be subject to demotion, suspension, other discipline or discharge as the Employer may determine.

3.06 Post-Probationary Discipline

Employees shall not be disciplined, including suspension or discharge, except for incompetency or misconduct. A formal disciplinary proceeding shall not be brought against an employee unless there have been at least two (2) counseling sessions between the Department Head (or designee) and the employee regarding employee performance, except, that a disciplinary proceeding can be commenced without the two (2) counseling sessions if the conduct of an employee threatens the performance of a program or threatens the health or safety of a client or employee. The employee shall have the right of representation by a representative of the New York State Nurses Association in counseling sessions and formal disciplinary proceedings. Formal disciplinary proceedings shall be processed in accordance with the procedures set forth in Sections 75 and 76 of the New York State Civil Service Law. A disciplinary determination resulting in suspension or discharge of an employee can be appealed by the Association to an arbitrator whose decision shall be binding. All disciplines for non-nursing practice issues shall be removed from an employee's personnel file within twenty-four (24) months of the occurrence on which it is based providing there are no like occurrences within that time period.

3.06B Disciplinary procedure

The Employer acknowledges that Section 209-a(g) of the New York State Taylor Law, provides that it shall be an improper Employer practice to fail to permit, or refuse to afford a member of the bargaining unit the right, upon the employee's demand, to representation by a representative of the New York State Nurses' Association, or the designee of such organization, when at the time of questioning by the Employer of such employee it reasonably appears that he or she may be the subject of a potential disciplinary action. If representation is requested, and the employee is a potential target of disciplinary action at the

time of questioning, a reasonable period of time shall be afforded to the employee to obtain such representation.

The employee has the right to present, to a hearing officer pursuant to Section 75 of the Civil Service Law, evidence of the Employer's failure to provide representation and to obtain exclusion of the resulting evidence upon demonstration of such failure. The right to representation does not extend to any criminal investigation.

3.07 Seniority: Acquisition

A full-time or regular part-time employee will acquire seniority after completing the probationary period and such seniority will then date from the beginning of employment. A per diem employee will not acquire seniority.

3.08 Seniority: Definition and Types

Seniority means length of continuous employment by the Employer in a position covered by this Agreement in either: (a) the Employer's Adult Care Center, (b) the Employer's Public Health Services, (c) the Employer's Sheriff's Department, or (d) the Employer's Community Services Department (herein each "Department").

There will be two (2) types of seniority in each Department: (a) regular for a full-time employee, and (b) part-time for a regular part-time employee.

3.09 Seniority: Accrual

An employee whose employment has not been terminated by resignation of more than three (3) years or discharged will accrue seniority continuously.

3.10 Seniority: Retention and Loss

Employees shall lose their seniority only for the following reasons:

- A. Discharge;
- B. Resignation;
- C. Retirement;
- D. Layoff for a continuous period of six (6) months;
- E. Failure to return to work after expiration of a formal leave of absence;
- F. Failure to return to work when recalled from a layoff resulting from reduction in workforce.

3.11 Seniority: Application

Departmental seniority will apply to: (a) layoff and recall and (b) vacation time selection. In vacation time selection, seniority will be subject to Employer's operating requirements.

3.12 Seniority: Lists

Employer will: (a) on execution of this Agreement and (b) on subsequent request by the Association, post and furnish to Association seniority lists and will correct such lists from time to time as may be necessary.

3.13 Posting of Positions

Employer will post job title vacancies for ten (10) days. Council Chair will receive copies of all postings.

4. WORK TIME

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.
- 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.

4.02 Basic Work Period and Basic Workday: Sheriff's Department and Adult Care Center Nursing Service

The basic work period for employees subject to the provisions of the Fair Labor Standards Act of 1938, as amended, shall be eighty (80) hours in a fourteen (14) day period. The basic work period shall be completed within fourteen (14) consecutive 24-hour periods, beginning at 12:01 A.M. Friday, at the end of which a new fourteen (14) day period shall begin. The basic workday for such employees shall be eight (8) consecutive hours excluding meal period, as previously practiced, except the Sheriff's Department which will have an eight and one-half (8-1/2) consecutive hour workday with a one-half (1/2) hour meal period.

4.03 Basic Workweek and Workday: Community Services Department

The basic workweek for employees in the Community Services Department 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 shall be 9 A.M. to 5 P.M., excluding meal period, except when evening hours are worked, at which time the workday shall be 12:00 P.M. to 8:00 P.M.

Effective January 1, 2013, all evening hours shall be assigned, on each schedule, by order of inverse seniority.

4.04 Compensatory Time Off

All employees required to work hours in excess of the basic workweek as defined in Article 4 Work Time, shall be entitled to payment in cash or compensatory time off at rates specified in Section 4.05 Overtime. The employee shall elect whether overtime is to be paid by compensatory time accrual or cash payment, provided, however, that upon reaching a compensatory time accrual of one hundred sixty (160) hours, the employee will be required to take cash payment for overtime hours worked. Payment or use

of accrued compensatory time is subject to the review and approval of the department head, who shall have full discretion regarding the payment or use thereof, provided, however, that compensatory time credited to an employee at the time of separation from service shall be paid in lump sum. Compensatory time off may be added to the employee's accrued vacation entitlement.

4.05 Overtime

- A. Subject to the provisions of the Fair Labor Standards Act, overtime shall be computed and paid in accordance with this Section.
- B. All employees of the Adult Care Center Nursing Service who work eighty (80) hours or less in a fourteen (14) day period, and all other employees who work forty (40) hours or less in a seven (7) day period shall receive their regular rate of pay.
- C. All employees of the Adult Care Center Nursing Service who work more than eighty (80) hours in a fourteen (14) day period and all other employees who work more than forty (40) hours in a seven (7) day period shall receive one and one-half (1-1/2) times their regular compensation rate. Overtime earned under this subdivision (c) shall be deemed work period overtime. If an employee requests compensatory time in lieu of cash, compensatory time shall be credited to such employee at one and one-half (1-1/2) times such employee's regular rate of pay, to be accumulated and used in accordance with law and in accordance with the provisions of Section 4.04 Compensatory Time Off of this Agreement.
- D.
 - 1. An employee who works on a holiday shall be credited with the holiday and the actual number of hours worked on such holiday, and the total holiday and the actual number of hours worked shall be used to compute work period overtime under subdivision (c), if any.
 - 2. If an employee of the Adult Care Center Nursing Service shall work more than one (1) shift in any twenty-four (24) hour period on a holiday, such employee will be credited with the holiday or portion thereof and the actual number of hours worked during the second (2nd) shift, and such holiday hours shall be used to compute work period overtime only as provided in subdivision (c) and the actual number of hours worked shall be used to compute work day overtime only as provided in subdivision (d). For the purpose of this subdivision (d) (2), holiday hours during the second (2nd) shift shall be limited to the actual number of hours worked during such second (2nd) shift.
 - 3. If an employee works on a holiday, such employee shall not be entitled to claim any other day off.
- E. For the purpose of computing work period overtime under subdivision (c), and in accordance with the provisions of subdivision (d), paid leaves shall be treated as time worked. An employee who is scheduled or required to work on a holiday and who does not work because of a paid leave day other than a holiday, shall be entitled to the holiday but not the leave day and shall not receive premium pay or credits for such day.

- F. The provisions of this Section shall not be construed, under any circumstances, as establishing a basis for duplicate, concurrent or overlapping claims for overtime pay.
- G. For employees of the Public Health Services and Community Services, such employees shall have the option of claiming either compensatory time or pay at the straight hourly rate for hours worked over thirty five per week, up until forty hours per week, unless the FLSA requires the payment of this time under certain circumstances.

4.06 Work Schedules

The Employer will post a monthly work schedule in advance of the beginning of the succeeding basic work period. The Employer may reschedule work as required and employees shall report to work in accordance with such revised schedules, subject only to reasonable notice. Schedules shall provide a minimum of every other weekend off except as precluded in the Employer's judgment by operating requirements. The Employer shall have the right to adjust hours during the course of a workweek or prior to hiring, provided the employee and the Employer mutually agree.

4.07 Mandated Overtime

The County of Sullivan will abide by the amendments to the New York State Labor law, Section 167, affecting mandated overtime for registered nurses, that takes effect July 1, 2009.

5. MONETARY BENEFITS: COMPENSATION FOR TIME WORKED

5.01 Regular Compensation Rate

An employee's regular compensation rate shall consist of: (a) the base salary as stated in Schedule A under Section A-1.01 and (b) any applicable differentials as stated in Schedule A under Sections A-1.02 or A-1.04. An employee's regular compensation rate shall apply to the employee's regular basic workday and basic work period. Increases in base salary shall be determined in accordance with Schedule A.

5.02 Differential Compensation Rate or Compensatory Time Off

Employees will receive either compensatory time off or compensation rate for overtime work as stated in Sections 4.04 Compensatory Time Off and 4.05 Overtime of this Agreement for the particular nursing services involved.

5.03 Pay Period

Employer will continue its present policy of paying compensation biweekly.

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 the Holidays designated in section 6.01 Holidays: Designation of this agreement shall receive the equivalent of four (4) 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.

5.05 Call-In Pay

An employee called in to return to work after the basic workday or basic workweek of such employee shall receive a minimum of three (3) hours of compensation per call-in, regardless of the actual time devoted to such call-in or the number of patients seen during such call-in. In those instances when an employee is required to work more than three (3) hours on a call-in, the employee shall receive additional payment for each hour or part thereof worked in excess of three (3) hours. For the purposes of this Section, call-in is defined as occurring when an employee is required to leave his/her home and report to a work location, patient's home, or other location. This Section shall not be interpreted to grant a minimum of three (3) hours' pay when an employee begins the workday at a starting time that is earlier than the normal starting time, or when the employee is required to remain at work after the end of the basic workday.

6. MONETARY BENEFITS: COMPENSATION FOR TIME NOT WORKED

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
Independence Day	1/2 day before Christmas Day
Labor Day	Christmas Day
	1/2 day before New Year's Day

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

6.02 Holidays: Equivalent Time Off or Pay

An employee who is not scheduled to work on a holiday will be paid at the employee's regular compensation rate. An employee who is scheduled to work and does work on a holiday shall be compensated in accordance with provisions of Sections 4.04 Compensatory Time Off and 4.05 Overtime.

6.03 Vacation Time: Definitions

- A. "Vacation Time," "Sick Leave" and "Personal Leave" shall mean leave with pay at the employee's regular compensation rate.
- B. "Day" shall mean the normal workday of the department in which the employee is employed.

- C. "Continuous Period of Employment" shall mean an employee on the payroll of the Employer as a provisional, probationary or permanent employee throughout the period covered.
- D. "360/12 Aggregate Accrual" shall mean the maximum cumulative accrual of vacation time, which any employee may have at any time.

6.04 Vacation Time: Accrual Schedule

Subject to the provisions hereinafter set forth, employees employed by the County on and after December 31, 1981 who have been employed for the continuous period of employment set forth in the table below shall accrue vacation time in accordance with the following schedule on a monthly basis, but in no event shall such accrual exceed 360/12 in the aggregate:

1 month, but less than 3 years	10/12 (0.8333 days per month)
3 years, but less than 6 years	12/12 (1.0000 days per month)
6 years, but less than 10 years	15/12 (1.2500 days per month)
10 years, but less than 14 years	17/12 (1.4167 days per month)
14 years or more	20/12 (1.6667 days per month)

6.05 Vacation Time: Credit

Accrual of vacation time in accordance with the above schedule Section 6.04 Vacation Time: Accrual Schedule shall be credited to an employee on the last day of each calendar month during which the employee worked and on which he/she was employed.

6.06 Vacation Time: Use Minimum Amount

Use of vacation time shall be in units of 12/12 (one day) or 6/12 or multiples thereof.

6.07 Vacation Time: Use of Prior Accrual

An employee shall use, during a calendar year, all vacation time carried over from a prior year and credited to the employee's time on January 1 regardless of when such vacation time was earned.

6.08 Vacation Time: Use Forfeiture

The vacation time accrual as provided in Section 6.04 shall be suspended if an employee's accrued vacation time shall exceed 360/12 aggregate accrual on December 31, provided the failure to take such vacation time shall be solely due to the fault of the employee and not due to personal illness, business pressures, work load of the department, or a discretionary decision of the Department Head or his/her designee. Notwithstanding anything to the contrary contained in this Section or in Section 6.04 Vacation Time: Accrual Schedule, a vacation time accrual beyond 360/12 aggregate accrual is permitted if such accrual in excess of 360/12 aggregate accrual is used before December 31 of the year of such accrual.

6.09 Vacation Time: Method of Deferral

In the event that an employee is unable to take his or her vacation time beyond the 360/12 aggregate accrual, such employee shall make a written request for postponement of his or her vacation time, and submit a request to the applicable department head, who shall then immediately forward such request to the Deputy County Manager, which committee shall have the power to

postpone the taking of the employee's vacation time and permit the employee to accrue vacation time in excess of the 360/12 aggregate accrual.

6.10 Vacation Time: Use Scheduling

An employee's seniority shall govern with regard to the initial choice of vacation times. It is further understood that the appropriate department head has full authority with regard to the granting of said vacations.

Based on scheduling or other needs of the Employer and bargaining unit seniority, employees of the Public Health Service shall be eligible for up to two weeks of vacation leave during summer months (June 15 through September 15).

6.11 Vacation Time: Additions

Should any holiday or holidays occur during the employee's vacation period, such vacation shall be extended to the extent of the holidays within the period.

6.12 Sick Leave: Accrual and Administration

A Full-time employee shall accrue sick leave credit at the rate of one (1) day for each month of continuous employment up to and including a maximum of two hundred (200) days. A regular part-time employee as defined herein, shall accrue a proportionate benefit under this paragraph.

An employee shall be entitled to use his or her accrued sick leave allowance only while in continuous employment. In the event an employee is terminated for any reason whatsoever, then in that event any accrued sick leave credit shall be canceled and forfeited.

An employee shall continue to be compensated at his or her regular rate of pay, to the extent of his or her accrued sick leave credit, whenever he/she is absent by reason of personal sickness or disability, or by the illness, disability or death of a member of the immediate family. It shall be the employee's responsibility to notify the Department Head of such impending absences no less than one (1) hour before the start of the scheduled work day unless there is a different Department policy in effect.

The Employer may require an examination by a physician, at County expense, or other evidence that a claimed illness is bona fide.

6.13 Personal Leave: Definition

Personal leave is leave with pay for personal business, including religious observance, without charge against accumulated vacation or compensatory time due, subject to the approval of the department head. If the personal leave request is denied, the employee may appeal to the Personnel officer.

6.14 Personal Leave: Amount

All employees will be credited with five (5) personal leave days in a calendar year. New hires will be credited with personal leave days on the following schedule:

- A. employed as of December 31 credited with three (3) personal leave days on January 1, one (1) day on July 1 and one (1) day on September 1;
- B. employed between January 1 to March 31 credited with two (2) days on the date of hire, one (1) day on July 1 and one (1) day on September 1;

- C. employed April 1 to June 30 credited with one (1) personal leave day on date of hire and one (1) personal leave day on July 1 and one (1) personal leave day on September 1;
- D. employed July 1 to September 30 credited with one (1) personal leave day on September 1.

6.15 Personal Leave: Use

All personal leave days indicated in Section 6.14 Personal Leave: Amount shall be used not later than December 31 of the calendar year in which such credit is made and in the event such personal leave days are not used, they shall be credited to the employee's sick leave. Employees who leave employment for any reason shall forfeit all unused and uncredited personal leave. Personal leave is non-cumulative and credited and used only in a calendar year.

6.16 Bereavement Leave

An employee shall be granted four (4) days leave of absence with pay in the event of death of a spouse, parents, children, sister or brother, grandparents, grandchildren or in-laws, or any relative who resides in the household of the employee; or the employee's significant other, who resided with the employee for six (6) months or more at time of death.

6.17 Jury Duty Leave: Amount

A Full-time employee will be granted leave for trial jury duty or grand jury duty. An employee will be paid for such leave the difference between the pay actually received from such duty and the pay the employee would have received had he/she worked such days, which shall not include "on-call" jury time when an employee is able to work. A regular part-time employee will receive a proportionate benefit under this paragraph.

6.18 Jury Duty Leave: Procedure

An employee who is summoned, not volunteered, to jury duty will promptly so notify Employer. An employee who performs jury duty pursuant to such summons and who is thereafter released from such duty will promptly notify Employer of such release.

6.19 NYSNA Organization Leave

Up to a total of five (5) paid workdays per year shall be provided to members of the bargaining unit (in the aggregate) for the purposes of attendance at NYSNA functions. Up to six (6) NYSNA representatives will be allowed reasonable time off with pay to provide representation to bargaining unit members concerning grievances or disciplinary matters. Time off for these purposes must be requested by the employee and the employer will not unreasonably deny the request. The total aggregate time allotted under this paragraph shall not exceed 12 days per calendar year.

6.20 Professional Development

The Employer will provide for:

- (a) A planned orientation program for new hires or newly transferred employees.
- (b) A program of in-service education.

(c) The Employer will post Continuous Education courses that it desires employees to attend.

An employee who is required by the Employer to complete a specific training course or education program shall be granted time off with pay for the duration of such course or program

The employer shall pay the cost of fees, travel, and accommodation.

When the employer requires an employee to acquire a specific certification, time off with pay shall be granted and the Employer shall pay the cost of certification, fees, travel, and accommodation, provided, however, that the employer shall not pay for the cost of certification and fees when certification is a specified condition of qualification for appointment to a position. All travel and accommodation costs shall be paid in accordance with County policy.

Employees desiring to attend a professional development program which is not required by the employer shall request time off with pay to attend said program (typically one or two days). The employer shall have full discretion regarding the granting of such leave.

6.21 Workers' Compensation/Disability

In the case of injury, illness or disability to an employee for which he or she is entitled to Workers' Compensation or disability benefits, such employee may elect whether to: (a) supplement those payments with employee's vacation, sick, personal or compensatory leave time accruals, or (b) receive only Workers' Compensation or disability benefits, and reserve the leave time accruals. Such election shall be made within seven (7) days of the date the claim shall have been filed. In either event, the Workers' Compensation or disability shall be paid directly to the employee. If the employee has elected to charge vacation, sick, personal or compensatory leave time accruals; the employee shall receive the difference between their regular compensation and the amount of Workers' Compensation or disability benefits. The employee shall not be eligible to receive payment for accrued leave beyond the aggregate leave time accruals. The employee's election shall be reduced to writing and submitted to the appropriate Department Head for processing. An employee will cooperate in applying for disability payments for long periods of sick leave. If the employee fails to make a timely election as herein provided, the Employer shall charge the employee's leave time accruals in the following order: (1) sick leave; (2) personal leave; (3) compensatory time. Vacation time shall not be charged. Leave time accruals shall be charged in the order specified for any administrative waiting periods.

It is not the intention of this provision that an employee shall receive more total monies (Workers' Compensation or Disability and benefit time) than the employee would have otherwise received had the employee been working straight time hours.

7. UNPAID TIME OFF

7.01 Meal Period

In the Public Health Services, Sheriff's Department and Community Service Department, employees will have a one (1) hour meal period without work responsibility. In the Adult Care Center, employees will have a one-half (1/2) hour meal period without work responsibility.

7.02 Military Leave

Leave of absence for the performance of duty with the United State Armed Forces or with a reserve component thereof shall be granted in accordance with applicable law.

7.03 Maternity Leave

Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom, are for all job related purposes, temporary disabilities and should be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment. Written and unwritten employment policies and practices involving matters such as the commencement and duration of leave, the availability of extensions, the accrual of seniority, and other benefits and privileges, reinstatement and payment under any health or temporary disability insurance or sick leave plan, formal or informal, shall be applied to disability due to pregnancy or childbirth on the same terms and conditions as then apply to other temporary disabilities. When the term of the temporary disability ends, the employee may request an unpaid maternity leave of absence not to exceed one (1) year without pay. Employees shall provide to their department head a statement from their physician confirming the beginning and termination of the temporary disability period.

7.04 Leave of Absence: Approval

Subject to the provisions of the New York State Civil Service Law and the Rules for Classified Civil Service for the County of Sullivan, any employee who has exhausted all accruals of vacation time, personal leave and compensatory time may make a written request, upon a form provided for such purpose, for a leave of absence, without pay, not to exceed one (1) year in length, to the department head, with a copy of such request sent to the Personnel officer. In a case where unpaid leave of absence is requested by an employee for health or medical reasons, all sick leave accruals must also be exhausted prior to the approval of such request. The Department Head shall grant or deny such leave by mailing the determination to the employee within fifteen (15) working days after receipt of such request. The department head in his/her sole discretion may waive the exhaustion of vacation time requirement set forth herein.

7.05 Leave of Absence: Benefits

An employee who is on paid leave of absence shall receive all general pay increases, increases in fringe benefits; and shall continue to accrue service time for seniority purposes and for the accrual of fringe benefits. An employee who is on unpaid leave of absence shall not receive any fringe benefits or accrue service time while on such leave, but upon such employee's return to work shall be granted all general pay increases, and increases in fringe benefits. Such employee shall be entitled to return to work in the same position held prior to

the unpaid leave of absence. During an unpaid leave of absence, an employee shall be entitled to participate in the plan of health and medical insurance upon payment of the entire premium therefore in accordance with the regulations of the Department of Risk Management and Insurance.

7.06 Absence From Work

An absence from work of more than four (4) days without the employee notifying the County of the absence shall be considered a resignation. However, in the event of an emergency, the County and the Association will meet to review the emergency and the appropriateness of considering the employee's absence as a resignation. Failure to return from an approved leave of absence is deemed a resignation. This Section shall not be subject to the Disagreement procedure.

8. MONETARY BENEFITS: INSURANCE AND RETIREMENT

8.01 Statutory Insurance

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

8.02 Health Insurance

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.

The County will continue the NYSNA Benefits Fund Plan for the duration of this Agreement, so long as the annualized cost of the Fund does not exceed eight thousand five hundred (\$8,500). In the event that the annualized cost exceeds that amount, the County's obligation will remain at eight thousand five hundred (\$8,500), and the County and NYSNA will negotiate a mutually acceptable method of covering additional costs or the County is authorized to convert to the health plan offered to other County employees. The County will pay back all monies owed to the Fund retroactive to January 1, 1999.

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

January 1, 2018- December 31, 2018 payment of \$17,672 per employee

January 1, 2019- December 31, 2019 payment of \$18,779 per employee

January 1, 2020- December 31, 2020 payment of \$20,045 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

Effective March 1, 2000, 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 four hundred, fifty two dollars (\$452.00) for calendar year 2000. The County's contribution will increase to four hundred, fifty-nine dollars (\$459.00) per annum for the term of year 2001 of the agreement. The County's contribution will increase to four hundred, seventy-five dollars (\$475.00) per annum for the term of year 2002 of the agreement. The county's contribution will increase to four hundred, ninety dollars (\$490.00) per annum for the term of year 2003 of the agreement. 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:

2018	annual rate of \$493 per employee
2019	annual rate of \$508 per employee
2020	annual rate of \$523 per employee

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

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.

8.03 Duplicate Health and Medical Insurance

- (a) No employee shall receive duplicate medical and health insurance benefits under any plan or plans of medical insurance funded in whole or in part by the Employer, and no employee shall be eligible for benefits from more than one (1) plan of medical and health insurance provided or funded in whole or in part by the Employer.
- (b) No employee, while a participant in the plan of medical and health insurance provided by this Agreement, shall receive family plan benefits under any other plan of medical and health insurance funded in whole or in part by the Employer in which such employee is an eligible dependent.
- (c) Subject to the provisions of subdivision (d) of this Section, no employee who is a dependent of a spouse or other eligible member of his or her family employed by the County of Sullivan who has elected to provide family plan benefits under another plan of medical and health insurance funded in whole or in part by the Employer, shall participate in the plan of medical and health insurance provided by this Agreement.
- (d) Except in a case where an employee and the spouse or other eligible member of his or her family are both employed by the County of Sullivan and are entitled to benefits under one (1) or more plans of medical and health insurance funded by the Employer, and the cost for two (2) individual employee policies is less than the cost to the County of one (1) family plan policy, the employees, regardless of the unit, entitled to such coverages, shall jointly select one (1) plan under which the family is to receive such benefits. The plan selected may be the plan with the highest benefit level, lowest cost to such employee or any factor relevant to the employees involved. Such election shall be made in writing jointly by the affected employees which election shall be binding and irrevocable during the policy fiscal year involved, and, if the Employer is self-insured, the Employer's

fiscal year. The election shall be made upon thirty (30) days' written notice to all employees involved. The employees shall file an election with the Sullivan County Treasurer prior to the expiration of the thirty (30) day period. In the event of a failure to make such election, the County may select the plan of coverage for all affected employees, giving due consideration to the level of benefits and cost to such employees. If the cost of two (2) individual employee policies is less than the cost of one (1) family plan coverage, there shall be no election and each employee shall participate in the applicable unit medical and health insurance benefits. The provision of two (2) individual employee policies shall not apply where there are dependents to be covered other than the employees involved, unless the affected employees elect in writing not to provide coverage for such dependents. The County shall give the Fund notice of termination or participation in the Fund by any employee or dependent resulting from this paragraph.

8.04 Retirement Plan

The Employer will participate and cover each employee under the New York State Career Retirement Plan, option 41-J.

8.05 Disability Policy

The Employer will participate and cover each employee under a Disability Benefits Liability Policy.

9. MONETARY BENEFITS: MISCELLANEOUS

9.01 Terminal Benefits

A full-time or regular part-time employee whose employment is terminated for a reason other than resignation or just cause will receive as a terminal allowance: (a) twenty (20) workdays' notice or compensation to the extent such notice is deficient and (b) accrued vacation time and accrued holidays.

9.02 Shift Differential: Evening and Night Shifts

Employer will pay additional compensation as stated in Schedule A, Section A-1.04, to a full-time employee who works the evening or night shift. A regular part-time employee shall receive a proportionate benefit under this paragraph.

An employee who works two (2) consecutive shifts shall receive additional compensation under Section 5.02 Differential Compensation or Compensatory Time Off of this Agreement.

9.03 Work in a Higher Classification

An employee assigned the full responsibilities, duties and authority of a position in a superior classification, shall be paid the salary for that position classification, whenever such assignment continues for at least fifteen (15) consecutive workdays. Such payment shall be retroactive to the first (1st) day worked. This provision is not applicable to assignments in which an employee assumes selected responsibilities, duties and authorities of a higher classification only, or is explicitly assigned higher level functions for training purposes.

9.04 Tuition Refund

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.

9.05 Uniform Allowance

An employee will receive a uniform allowance of \$300 on or about May 30 and \$300 on or about November 30 of each year of this Agreement.

Effective January 1, 2005, an employee will receive a uniform allowance of three hundred twenty-five dollars (\$325) on or about May 30 and three hundred twenty-five dollars (\$325) on or about November 30. Effective January 1, 2006, an employee will receive a uniform allowance of three hundred fifty dollars (\$350) on or about May 30 and three hundred fifty dollars (\$350) on or about November 30 of each year of this Agreement.

Effective January 1, 2009, an employee shall receive a uniform allowance of seven hundred and seventh five dollars (\$775) per annum, payable on or about May 30 and on or about November 30 of each year as per the 2004-2007 Agreement.

Effective January 1, 2018, an employee shall receive a uniform allowance of eight hundred seventy five dollars (\$875) per annum, payable on or about May 30 and on or about November 30 of each year as per the 2004-2007 Agreement.

The employer has the right by policy to specify the uniform colors and styles, including footwear.

9.06 Mileage Reimbursement

Employees who use their own vehicles for the express purpose of conducting County business for job-related duties shall be reimbursed in accordance with Section 9.07 Sullivan County Travel Guide at the rate allowed by Internal Revenue Code as a non-taxable income.

9.07 Sullivan County Travel Guide

A. The County of Sullivan Guide for Reimbursement of Employee's Travel Expenses shall apply to this Agreement with respect to determining when an employee is entitled to reimbursement for mileage. Unless the Commissioner of Personnel shall specifically designate an employee as a field employee or unless an employee uses his privately owned automobile to transport a person other than a County employee to a hospital, court, home, or other facility, no County employee shall receive reimbursement for mileage unless the total round-trip distance between an employee's residence and his/her official station (as defined in the Guide) is exceeded during any day, and then only such excess mileage will be reimbursed.

B. Section 8 of the County of Sullivan Guide for Reimbursement of Employee's Travel Expense shall be interpreted with respect to official travel by an employee to require compensatory time or overtime for such travel time to and from training sessions or to out-of-County meetings completed in one (1) calendar day. The employee and the department head must agree in advance on the amount of any allowable travel time as provided above. If overnight lodging is required, no compensatory time or overtime shall be allowed for travel time. Mileage shall be allowed after deduction of home to office to home mileage from all claims for official travel.

9.08 In-Charge Pay

Unit Leaders work day shifts only and are in charge of a unit. The classification of Unit Leader is not used nights or evenings. When a person employed as a registered nurse is assigned temporary duties as a Unit Leader, the person shall receive additional compensation of thirteen dollars (\$13.00) per day for those days on which he/she is assigned duties as a Unit Leader. House Managers work evening and night shifts only and are in general administrative charge of the facility and act as a floating nurse. The classification of House Manager is not used during day shifts. When a person employed as a registered nurse is assigned temporary duties as a House Manager, the person shall receive additional compensation of thirteen dollars (\$13.00) per day for those days on which he/she is assigned as a House Manager.

Effective January 1, 2009, a member of the bargaining unit assigned to either House manager or Unit leader duties on a temporary basis, shall receive an additional compensation of twenty five dollars (\$25) per day.

9.09 Extra Shift Bonus

Resolution No. 230-04, which expires the end of 2005, will continue in effect if extended by the legislature.

The resolution provides that the following incentive be implemented effective July 1, 2004, for a period of seventeen (17) months:

Members of the NYSNA bargaining unit who work overtime in either the Sullivan County Sheriff's Department or the Adult Care Center, will receive eight (8) hours of compensatory time for each eighty (80) hours of overtime worked in those facilities. The use and accrual of compensatory time shall be governed by Section 4.04 of said Collective Bargaining Agreement.

9.10 Cell Phone Reimbursement

Effective with the calendar year 2014, the employer agrees to reimburse annually the amount of \$240 to employees who request reimbursement for their personal cell phone usage. This includes field nurses and on-call staff only. Payment shall be prorated for new employees and employees who leave during the year. Payments shall be made upon application to be filed with employer between November 1 and November 15 of each year and such reimbursement will be made no later than December 31 of the calendar year.

10. AFFIRMATION NOT TO STRIKE

The Association affirms that it does not assert the right to strike or otherwise cause, instigate, encourage or condone individual or collective interference with the Employer's operations.

11. GRIEVANCE POLICY AND PROCEDURE

11.01 Definitions

- A. "Grievance" shall mean: any claimed violation, misinterpretation or inequitable application of the terms and conditions of this Agreement between the government of Sullivan County and the New York State Nurses Association except a claimed violation of Section 6.20 Staff Development (a) (b).
- B. "Department" shall mean: in the Adult Care Center Nursing Service Unit, the Adult Care Center unless the Commissioner of Social Services shall designate the Department of Social Services in place of the Adult Care Center; in the Public Health Services, the Public Health Office Service Unit, the Sheriff's Department and the Community Services Department, as such.
- C. "Immediate Supervisor" shall mean the employee on the next higher level of authority above the employee in the department wherein the grievance exists and who normally assigns and supervises the employee's work, approves his/her time and attendance records, etc.
- D. "Department Head" shall mean: in the Adult Care Center Nursing Service Unit, the Adult Care Center Administrator unless the Commissioner of Social Services shall designate him/herself; in the Public Health Services Unit, the Director of Public Health services, in the Sheriff's Department, the Sheriff, and in the Community Services Department, the Executive Director.
- E. "Decision" shall mean the ruling, determination or report or disposition made by an immediate supervisor, department head or arbitrator after a grievance is heard or submitted in accordance with this article.
- F. "Days" shall mean all days other than Saturdays, Sundays and holidays as identified in this Agreement.

11.02 Procedure: Step One

The aggrieved employee and a representative of the Association, or the Association representative in the name and on behalf of the aggrieved employee, shall present the grievance in written form to the Department Head. In attempting to resolve the grievance, the Department Head shall discuss it with the employee and/or his/her representative, and shall make such other investigation, as he/she deems appropriate. He/she shall consult with his/her supervisor to the extent he/she deems appropriate. He/she shall inform the employee and/or the Association representative of his/her determination within five (5) days. This Step of the procedure must be initiated within ten (10) days following the occurrence of the facts on which it is based. Absent such timely initiation, the complaint shall be barred.

11.03 Procedure: Step Two

In the event the grievance is not resolved to the satisfaction of the employee and/or his/her representative in Step One, the Association representative shall

submit a written statement of the grievance to the Director of Human Resources within five (5) days after the Department Head's decision. The Director of Human Resources or his/her designee shall hold a hearing within five (5) days after receiving said statement of grievance. The employee and/or Association, through its representative, shall appear at the hearing and present any further oral or written statements or arguments and within ten (10) days after such hearing, the Director of Human Resources or his/her designee shall render a decision and transmit it forthwith to the employee and the Association.

11.04 Procedure: Step Three

If the grievance is not resolved to the satisfaction of the employee and his/her representative in Step Two, the Association representative may appeal the determination of the Director of Human Resources by submitting a written statement of the basis for appeal with the County Manager within ten (10) business days of receipt of the written Step Two. The County Manager may request a hearing to consider further oral or written statements or arguments. Within a period of ten (10) days of the receipt of an appeal from the Association, the County Manager shall render a decision on the appeal and transmit it forthwith to the employee and the Association.

11.05 Procedure: Arbitration

If the grievance is not resolved to the satisfaction of the employee and his/her representative upon completion of Step Three, or if mutually agreed between the parties at the completion of any earlier Step, the grievance shall be submitted to binding arbitration. Either party to the disagreement shall give written notice to the other of its desire to arbitrate. Within ten (10) working days after such written notice of desire to arbitrate, the Employer and the Association shall agree upon a mutually acceptable arbitrator, competent in the area of the grievance, and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator, or to obtain such commitment within the specified period, a request for a list of arbitrators shall be made to the Public Employment Relations Board by either party. The parties shall then be bound by the rules and procedures of the Public Employment Relations Board in the selection of an arbitrator.

The selected arbitrator shall hear the matter promptly and shall issue his/her decision not later than thirty (30) days from the date of the close of the hearing, or, if all hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues. The cost of arbitration shall be borne equally by both parties.

The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The arbitrator's award will be final and binding on the Employer, the employee and the Association.

11.06 Timeliness

Time will be considered of the essence with respect to the procedure hereinabove described, and in the event that the time limits prescribed are not strictly adhered to, the grievance shall be deemed to be fully steeled and any further procedures shall thereupon be considered discontinued without prejudice.

12. RIGHTS AND RESPONSIBILITIES OF THE EMPLOYER

Nothing in this Agreement shall be construed as delegating the authority conferred by law on any elected or appointed official of the government of Sullivan County, or in any way to reduce or abridge such authority. The rights of the Employer include, but are not necessarily limited to the following:

- A. To determine standards of service to be offered by the departments, agencies of the Sullivan County government, not inconsistent with applicable law;
- B. To direct and supervise employees in their respective employments;
- C. To hire, promote, transfer, assign and retain employees;
- D. To relieve employees from their duties because of lack of work, or for any other legitimate reason;
- E. To maintain the efficiency and effectiveness of all operations; and to determine the methods, means and personnel by which such operations are to be conducted.

13. NON-DISCRIMINATION

Neither Employer nor the Association will discriminate against any employee or applicant for employment in any matter relating to employment because of race, ancestry, sex, color, religion, creed, sexual orientation or preference, national origin, marital status, age, pregnancy, disability, medical condition, political beliefs, membership in or activity on behalf of a labor organization, or other protected characteristics. Both parties are permitted to take all action necessary to comply with all applicable federal, state and local laws and regulations, including any new laws and regulations enacted during the term of this agreement.

14. MISCELLANY

14.01 Definitions

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

- A. "agreement" means this Agreement, and each appendix, schedule, amendment or supplement thereto;
- B. "Employer" means the County Legislature of the County of Sullivan;
- C. "Association" means the New York State Nurses Association;
- D. "employee" means an employee covered by Article 1;
- E. "Article" means a whole numbered section of agreement;
- F. "year" means January 1 to December 31;
- G. "department head" as defined in Section 11.01 (d);
- H. "department" as defined in Section 11.01 (b).

14.02 Labor Management Committee

During the term of this Agreement, there shall be a Labor Management Committee consisting of three (3) representatives of the County and of the Association who shall meet to discuss matters of mutual interest which may arise. The request for a meeting shall be in writing and shall include a

statement of the specific subject matter or matters to be discussed. Upon receipt of a written request, a meeting shall be scheduled as promptly as possible, but no later than ten (10) working days after receipt of the request. Each party agrees to make every reasonable effort to resolve all matters before it.

It is understood by the parties that non-nurse duty functions shall be discussed at Labor Management meetings.

14.03 Notices to Parties

Any notice required to be served on Employer under this Agreement will be either mailed to Employer by registered or certified mail or delivered to Employer or so mailed or delivered to such person at such address as Employer may designate by written notice served on Association. Any notice required to be served on Association under this Agreement will be mailed to Association's Executive Director by registered or certified mail addressed to Association's headquarters office, 131 West 33rd Street, 4th Floor, New York, New York 10001, or to such other person at such address as Association may designate by written notice served on Employer.

14.04 Separability

This Agreement and its component provisions are subordinate to any present or future laws and regulations. If any federal or New York State law or regulation or the final decision of any federal or New York State 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.

14.05 Succession

This Agreement will bind the parties and their corporate or operational successors or assigns.

14.06 Entire Agreement

It is the intention of the several parties to this Agreement that the terms and provisions herein contained constitute the entire agreement between them, and shall supersede all previous communications, representations or agreements, either verbal or written, between them with respect to the subject matter hereof.

14.07 Waiver Provision

Both parties hereto acknowledge that they had full opportunity during the negotiations prior to the execution of this Agreement to make any demands and proposals. There is no obligation on either party, during the life of this Agreement, to bargain collectively with respect to any matter, whether included or not included in the Agreement, even though such matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and executed this Agreement.

14.08 Defense of Employees

The provisions of Local Law No. 1 of 1987 of the County of Sullivan, as amended, or as may be hereafter amended, shall apply to employees of the County covered by this Agreement. Said Local Law relates to the defense of employees against whom claims may be made.

14.09 Health and Safety

All employees shall receive updated training provided by the Employer, and Health and Safety issues shall be discussed in labor management meetings.

15. AMENDMENT

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

16. EFFECTIVE DATE AND DURATION

This Agreement, except as otherwise provided, will be effective as of 12:00 a.m. January 1, 2018 and will remain effective until 11:59 p.m. December 31, 2020.

17. TERMINATION

This Agreement may be terminated effective 11:59 p.m. December 31, 2020 by written notice from either party, delivered to the other not later than August 1, 2020 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.

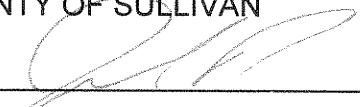
18. REQUIRED LEGISLATION

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of the law or to provide the additional funds therefore, shall not become effective until the appropriate legislative body is given approval.

EXECUTION

Signed by Employer and Association.

THE COUNTY OF SULLIVAN

By 

Title County Manager

Date 1/23/19

NEW YORK STATE NURSES ASSOCIATION

By 

Title Executive Director

Date 12/21/2018

SCHEDULE A

A-1.01A The 2008 signing bonus would be \$1250 as a one-time payment not added to base pay for positions represented by NYSNA, provided to incumbents covered by this Agreement of the County of Sullivan as of December 31, 2007. Employees hired January 1, 2008 or later would receive a pro rata share of the \$1250, based upon the quarter in which they were hired. The County will issue the payments associated herewith to the benefit of the employee, regarding withholding taxes that would be legally permissible.

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

Effective January 1, 2017 each full time employee shall receive an additional increase of 2% added to base salary of December 31, 2016.

Effective August 17, 2017 each full time employee, shall receive the wage rates stipulated in the MOA of September 8, 2017.

Effective August 17, 2017 fifteen hundred dollars (\$1,500) shall be added onto the Grade III Jail Nurse base salary of January 1, 2017.

Effective January 1, 2018 each full time employee shall receive an additional increase of two hundred fifty dollars (\$250.00) added to base salary of December 31, 2017.

Effective January 1, 2018 each full time employee shall receive an additional increase of 2% added to base salary that was adjusted as above on January 1, 2018.

Effective January 1, 2019 each full time employee shall receive an additional increase of 2% added to base salary of December 31, 2018.

Effective January 1, 2020 each full time employee shall receive an additional increase of 2% added to base salary of December 31, 2019.

All part time employees shall receive a prorated salary increase as per the above schedule, including the lump sum payment. Per diem employees shall receive percent increase 2018, 2019 and 2020.

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

EFFECTIVE January 1, 2015

		1-1-17	8-17-17	1-1-18	1-1-19	1-1-20
GRADE I	Graduate Nurse	\$52,554	\$52,554	\$53,860	\$54,937	\$56,036
GRADE II	Registered Professional Nurse	\$54,181	\$56,182	\$57,561	\$58,712	\$59,886
GRADE III	Jail Nurse	\$56,035	\$56,035	\$58,941	\$60,120	\$61,322
GRADE IV	Community Mental Health Nurse House Manager	\$57,895	\$59,394	\$60,837	\$62,054	\$63,295
GRADE V	Public Health Nursing Program Coordinator Head Nurse / Unit Leader Adult Care Center Program Coordinator Community Mental Health Nursing Coordinator Community Health Nurse (Public Health)	\$59,746	\$61,245	\$62,725	\$63,980	\$65,260
GRADE VI	Public Health Nurse	\$62,532	\$64,033	\$65,569	\$66,880	\$68,218
GRADE VII		\$68,093	\$68,093	\$69,710	\$71,104	\$72,526
GRADE VIII	Supervising Public Health Nurse Supervisor Jail Nursing Services Supervising Community Health Nurse (Public Health)	\$70,136	\$71,636	\$73,324	\$74,790	\$76,286

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-1.01B The Employer may hire an employee at a higher starting base salary rate than that starting base salary rate set forth in A-1.01 (A), provided that the Employer shall increase the base salary rate of each employee in such job title receiving less than the new rate and who is on the payroll on the date of hire by an amount equal to the difference between the base salary rate of such employee and the starting base salary rate of such new employee. The increase in starting base salary rate of any employee on the payroll of the County shall be effective as of the date of hire of such new employee and paid pro rata for the portion of the year remaining. The increase shall begin to be paid to each employee on the payroll no later than the second (2nd) payroll following the date of hire of the new employee.

A-1.01C Base salary shall mean the compensation paid to an employee during any year of this Agreement, including any promotional salary increase, or any annual salary increase, excluding any shift differential, experience differential, uniform allowance, longevity increments, institutional differential, or other extra or special compensation.

A-1.02 Institutional Differential

An employee employed at the Adult Care Center or the Jail shall receive, in addition to base salary, an institutional differential of one thousand dollars (\$1,000).

Effective January 1, 2009, each employee covered by this Agreement, shall receive, in addition to base salary, institutional pay of \$1,500 per annum.

A-1.03 Per Diem Employees - Base Salary

Effective January 1, 2004 a per diem employee's base hourly rate shall be:

Registered Nurse at Adult Care	\$25.76
Jail Nurse	\$27.28
Community Mental Health Nurse.....	\$32.17
Public Health Nurse	\$33.74
Registered Nurse at Public Health.....	\$29.45

Per diem rates shall be increased by two and one-half percent (2.5%) effective January 1, 2005, increased by an additional one and one-half percent (1.5%) effective January 1, 2006, increased by an additional one and one-half percent (1.5%) effective July 1, 2006, increased by an additional one and one-half percent (1.5%) effective January 1, 2007, and increased by an additional one and one-half percent (1.5%) effective July 1, 2007 as outlined below:

Effective January 1, 2009, a per diem's salary rate shall be increased by the same percentage increase as that provided for full-time and part-time employees. Per diem employees shall also receive a prorated share of the \$1,250 bonus for 2008 as agreed by the parties, based on hours worked during 2008.

Effective January 1, 2018 per diem employees shall receive the same percentage increases to the salary rate as part time and full time employees inclusive of the factors present in the September 8, 2017 MOA and in the January 1, 2018 lump sum.

	1-1-17	1-1-18	1-1-19	1-1-20
RN Adult Care	\$33.6267	\$35.4027	\$36.1108	\$36.8331
Jail Nurse	\$35.6074	\$37.1778	\$37.9214	\$38.6799
CMHN	\$42.0022	\$43.8231	\$44.6996	\$45.5936
PHN	\$44.0462	\$45.9080	\$46.8262	\$47.7628
RN Public Health	\$38.4304	\$40.4602	\$41.2695	\$42.0949

A-1.04 Shift Differential

The Employer will pay additional compensation of one thousand six hundred dollars (\$1,600) to an employee who works the evening or night shift during each year of this Agreement.

A-1.05 Longevity

At the completion of five (5), ten (10), fifteen (15), twenty (20) and twenty-five (25) years of continuous service with the Employer, a full-time employee will receive longevity increments as follows:

- After 5 years.....\$ 500.00
- After 10 years.....750.00
- After 15 years.....1,000.00
- After 20 years.....1,250.00
- After 25 years.....1,500.00

Payments required by this paragraph shall be made on the first (1st) regular pay day after January 1 following the date of completion of such service and subject to such employee's still being employed by the Employer.

Effective January 1, 2009 and on January 1 each year thereafter, any employee who has completed a continuous period of employment in provisional, probationary or permanent status of one (1) full year or any multiple of one (1) full year, up to and including twenty-five (25) full years, shall receive a longevity payment equal to \$100.00 for each year of service.

The longevity bonus shall be payable as of January 1st of the year following completion of the continuous period of employment, subject to reasonable delays for administrative reasons, and subject to such employee being still in the employment of the Employer, provided, however, that if an employee shall be eligible for New York State Employee Retirement System benefits, and shall retire from employment, such employee shall receive a prorated portion of the longevity bonus already paid to such employee in the year of the employee's retirement.

A-1.06 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 four years (\$3,000), shall be payable to employees of the Unit.

Effective January 1, 2018, 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 five years (\$3,750), shall be payable to employees of the Unit.

Effective January 1, 2019, 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.

A-1.07 Special Credentials Differential

Employees shall receive differential pay in the amount of two hundred fifty dollars (\$250.00) per year for each special credential, to an aggregate total of one thousand dollars (\$1,000) (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.

A-1.08 Regular Part-Time Employees

A regular part-time employee shall receive a proportionate benefit under paragraphs A-1.02, A-1.04, A-1.06 and A-1.07 hereof.

A-1.09 Base Salary Rate Increases

All employees employed by the Employer on December 31, 2003, shall receive an increase in base salary, as defined in A-1.01C, effective as of January 1, 2004, as follows, or the position base salary as set forth in A-1.01A, for the year 2004, whichever is greater:

Grade	Title	Increase
GRADE II	Registered Professional Nurse	5.406%
GRADE III	Jail Nurse	3.423%
GRADE IV	Community Mental Health Nurse House Manager	3.317%
GRADE V	Public Health Nursing Program Coordinator Head Nurse / Unit Leader Adult Care Center Program Coordinator Community Mental Health Nursing Coordinator Community Health Nurse (Public Health)	3.199%
GRADE VI	Public Health Nurse	4.661%
GRADE VII	Supervising Public Health Nurse	8.895%
GRADE VIII	Supervisor Jail Nursing Services Supervising Community Health Nurse (Public Health)	3%

All employees employed by the Employer on December 31, 2004, shall receive an increase in base salary, as defined in A-1.01C, effective as of January 1, 2005, equal to two and one-half percent (2.5%) of such employee's base salary on December 31, 2004, or the position base salary as set forth in A-1.01A, for the year 2005, whichever is greater.

All employees employed by the Employer on December 31, 2005, shall receive an increase in base salary, as defined in A-1.01C, effective as of January 1, 2006, equal to one and one-half percent (1.5%) of such employee's base salary on December 31, 2005, or the position base salary as set forth in A-1.01A, for the period January through June 2006, whichever is greater.

All employees employed by the Employer on June 30, 2006, shall receive an increase in base salary, as defined in A-1.01C, effective as of July 1, 2006, equal to one and one-half percent (1.5%) of such employee's base salary on June 30, 2006, or the position base salary as set forth in A-1.01A, for the period July through December 2006, whichever is greater.

All employees employed by the Employer on December 31, 2006, shall receive an increase in base salary, as defined in A-1.01C, effective as of January 1, 2007, equal to one and one-half percent (1.5%) of such employee's base salary on December 31, 2006, or the position base salary as set forth in A-1.01A, for the period January through June 2007, whichever is greater.

All employees employed by the Employer on June 30, 2007, shall receive an increase in base salary, as defined in A-1.01C, effective as of July 1, 2007, equal to one and one-half percent (1.5%) of such employee's base salary on June 30, 2007, or the position base salary as set forth in A-1.01A, for the period July through December 2007, whichever is greater.

A-1.10 County Service

After the completion of five (5) years of continuous service with the County of Sullivan, a regular part-time employee's regular compensation rate will increase by fifty cents (\$.50) per hour.

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

NYSNA Benefit Fund

This Memorandum of Agreement modifies the collective bargaining agreement between the parties dated January 1, 2004 to December 31, 2007. Except as modified herein, the collective bargaining agreement remains in full force and effect.

Section 8.02 Health Insurance a. New York State Nurses Association Benefits Fund Plan (1) Plan 97 1B

Add:

The Benefit Fund rates are as follows:

January 1, 2004 – December 31, 2004 - \$9,034

January 1, 2005 – December 31, 2005 - \$10,037

January 1, 2006 – December 31, 2006 - \$11,163

January 1, 2007 – December 31, 2007 - \$11,366

Section 8.02 Health Insurance a. New York State Nurses Association Benefits Fund Plan (2) Contributions

Delete 2nd paragraph.

Section 8.02 Health Insurance a. New York State Nurses Association Benefits Fund Plan (11) Insurance Opt Out

Replace the Employer's contribution rates to the Benefit Fund for 2000 to 2003 under this subsection with the following rates:

2004: \$485.00

2005: \$493.00

2006: \$501.00

2007: \$459.00

Signed by Employer and Association.

THE COUNTY OF SULLIVAN:

By

Title

Date

NEW YORK STATE NURSES ASSOCIATION:

By

Title Economic and General Welfare Program

Date

[Signature]
County Manager
5/16/07

[Signature]
Economic and General Welfare Program
5/11/07

MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT

BETWEEN

THE COUNTY OF SULLIVAN

AND

NEW YORK STATE NURSES ASSOCIATION

This Memorandum of Agreement ("MOA"), consisting of two (2) pages between the County of Sullivan and the New York State Nurses Association, shall modify the base salaries set forth in Schedule A on page 29 of the parties' collective bargaining agreement, dated January 1, 2013 – December 31, 2017 (the "CBA"), as per Sullivan County Resolution No. 365-17, dated August 17, 2017 (see attached).

Upon ratification by the bargaining unit, the County of Sullivan will effect all base salary improvements will be effective-retroactively to August 17, 2017.

It is further agreed and understood by the parties that this MOA will not change or affect any and all terms and conditions of employment not specifically addressed by this MOA.


Signed by Employer and Association

COUNTY OF SULLIVAN

By: _____

Title: _____

Date: _____



County Manager
9/8/17

NEW YORK STATE NURSES ASSOCIATION

By: _____

Title: _____

Date: _____


Area Director
9/8/17

**RESOLUTION NO. 365-17 INTRODUCED BY EXECUTIVE COMMITTEE
AUTHORIZING THE COUNTY MANAGER TO MAKE A MODIFICATION TO THE
SALARY SCHEDULE EFFECTING RN'S WORKING FOR SULLIVAN COUNTY.**

WHEREAS, Sullivan County has many departments which rely heavily on the use of Registered Nurses ("RN's") to fulfill their mission; and

WHEREAS, there have been difficulties in both maintaining staffing levels to meet the County's operational staffing goals in some departments who utilize RN's; and

WHEREAS, the Commissioner of Health and Family Services recommends that the attraction and retention of RN's, would be improved by increasing the base salary and the salaries of RN's in various grades; and

WHEREAS, the County has recognized that due to the attraction and retention issues with RN's the County's current budget and past budgets in previous operating years resulted in several funded vacancies in which those funded positions could be used to fund the increased base salary for RN's without affecting currently filled staffing levels in any adverse way.

NOW, THEREFORE, BE IT RESOLVED, that the Sullivan County Legislature hereby authorizes the County Manger to create a modification to the existing salary schedule by replacing it with a new salary schedule for existing grades and that the new salary schedule will increase the starting pay of RN's from \$54,181 to \$56,182 to be referred to as Grade 2, and that RN's currently set at a salary rate of \$57,894, be increased to \$59,394 to be referenced as Grade 4 and that, RN's currently set at a salary rate of \$59,745, be increased to \$61,245 to be referenced as Grade 5, that RN's currently at a salary of \$62,533, be increased to \$64,033, to be referenced as Grade 6 and that RN's currently set at a salary rate of \$70,136, be increased to \$71,636 to be referenced as Grade 8; and


BE IT FURTHER RESOLVED, that in an effort to work within the confines of the 2017 Adopted Budget and future budgets, and in an effort to create the funds available for the above mentioned grade creation and associated costs, the County will reduce its current funded vacancies in the position on RN's by one position which will not include the positions currently budgeted for within the ACC.

Moved by Mrs. Rajs, seconded by Mr. Samuelson, put to a vote and unanimously carried and declared duly adopted on motion August 17, 2017.

COUNTY OF SULLIVAN)

I, ANNMARIE MARTIN, Clerk to the Legislature of the County of Sullivan, do hereby certify that I have compared the foregoing copy of a resolution with the original thereof now on file in my office and that the same is a correct transcript therefrom and of the whole of said original.

WITNESS my hand and seal of said Legislature this 17th Day of August 2017


Clerk to the Sullivan County Legislature

MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT

By and between

The County of Sullivan

And

New York State Nurses Association

WHEREAS, the County of Sullivan ("County") and the New York State Nurses Association ("NYSNA" or "Union"), are parties to a Collective Bargaining Agreement ("Agreement") for the term January 1, 2013 through December 31, 2017; and

WHEREAS, the County in partnership with the Sullivan County Community College ("SCCC" or "College") is offering County employees the opportunity to take tuition free classes through SCCC; and

WHEREAS, this program will be offered as a pilot program for the 2015-2016 SCCC school year; and

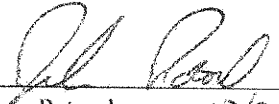
WHEREAS, in order for union members to participate in this program, the County and Union have come to an agreement with respect to the terms and conditions of participation in this program as follows:

1. The County will offer a limited number of classes to County employees.
2. Tuition will be fully paid for by the County.
3. Employees will be required to cover the cost of specific course fees, if any; books; and/or other supplies, as applicable.
4. Employees interested in taking classes under this program must register prior to the commencement of classes.
5. Registration will be subject to the approval of the County HR Director in conjunction with the County Manager based upon criteria established by the County in conjunction with the SCCC representatives. Job related courses will be given preference over non job related courses. Non job related courses will only be approved if there are not enough job related requests to fill the allocated slots.
6. If an employee seeks to take a course offered only during his/her regularly scheduled work day, the course must also be approved by the employee's Department Head and there must be an approved plan in place to make up missed work.
7. If an employee fails to successfully complete the course for any reason, the employee will be responsible to reimburse the County the cost of tuition. Said reimbursement to be made by payroll deduction over 6 pay periods.
8. The County may terminate this program at any time.

9. The provisions of this Memorandum of Agreement are not subject to the grievance procedures contained in Article 11 of the Collective Bargaining Agreement.

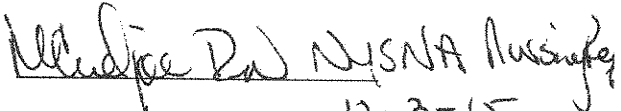
Agreed to this ____ December, 2015, Sullivan County

For Sullivan County:



Joshua Potosek 12/21/15
County Manager

For NYSNA:



NYSNA Representative 12-3-15

Addendum A

Alternative Work Schedules

Recognizing the value of multiple care delivery models, The County of Sullivan and NYSNA agree, that if mutually desired, they will meet to discuss pilot(s) of Alternate Work Schedules (e.g. 10 hour shifts, 12 hours shifts).

If mutual agreement is reached on the many variables entailed, including but not limited to: units, staffing, shift start time, shift end time, shift duration, and benefits time accruals, the parties agree to pilot Alternate Work Schedules for a period of one hundred eighty (180) days. The parties agree to meet every sixty (60) days during the pilot program to evaluate, address, and make good faith efforts to resolve any concerns that may arise during the course of the pilot.

If after one hundred eighty (180) days the parties agree that the pilot has been successful the piloted work schedule will be permanent to that unit.