

MEMORANDUM OF AGREEMENT

By and Between the

County of Sullivan

And the

Sullivan County Sheriff

(hereinafter collectively referred to as "County")

And the

Sullivan County Patrolmen's Benevolent Association

(hereinafter referred to as "Union")

WHEREAS, the County, and the Union are parties to a Collective Bargaining Agreement for a term which expired on December 31, 2020; and

WHEREAS, the County and the Union have been engaged in collective bargaining, which has led to a mutual understanding between the County and the Union for the terms and conditions of employment for a Successor Agreement; and

WHEREAS, the County and the Union are desirous of reducing that mutual understanding to a written document.

NOW, THEREFORE, the County and the Union agree as follows:

1. All terms and conditions of the existing Collective Bargaining Agreement shall continue in full force and effect unless specifically modified by this Memorandum of Agreement and/or the terms of the expired Agreement.
2. This Memorandum of Agreement is subject to ratification by the membership of the Union and by the County Legislature of the County of Sullivan.
3. **Term of Agreement:** January 1, 2021 through December 31, 2025.
4. **Housekeeping:** Delete dates no longer applicable, and make grammatical and spelling corrections mutually agreed upon.
5. **Article III, Section 301**, shall be amended to read as follows:

The salary schedule in effect on December 31, 2020 shall be amended as follows:

January 1, 2021	2% increase
January 1, 2022	2% increase
January 1, 2023	Compressed salary schedule Eliminate full rate New hire moves to Step 1 on January 1 following date of hire
January 1, 2023*	\$1,300 will be added to each title on the salary schedule.
January 1, 2024	2.5% increase
January 1, 2025	2.5% increase

*Or as soon thereafter as the switch to NYSHIP Excelsior coverage occurs based on practicability, whichever is later.

The foregoing changes to the salary schedule are reflected in the attached salary schedules and will replace the existing Schedule B.

6. **Article III, Section 302**, paragraph B will sunset on December 31, 2022.
7. **Article III, Section 306**, shall be amended and will read as follows:

Special Compensation. An annual stipend of \$1,000.00 shall be paid to one Certified Firearms Instructor and one Teletype Security Officer (as designated by the NYS Police Information Network). The annual stipend shall be paid only to those individuals approved by the Sheriff to receive such stipend. Effective January 1, 2023, the foregoing sentences in this section shall sunset and an annual stipend of \$1,000.00 shall be paid to select Certified Firearms Instructors and select Teletype Security Officer(s) (as designated by the NYS Police Information Network). The number of individuals who shall receive this stipend shall be determined annually by the Sheriff, subject to the approval of the County Manager. The annual stipend shall be paid only to those individuals approved to receive such stipend during the given year by the Sheriff and County Manager.

An employee who is certified as proficient in Spanish or any other language deemed necessary by the Sheriff for the efficient operation of the agency shall be paid, in addition to such employee's salary, a stipend in the amount of \$1,000, which may be limited by the Sheriff to not more than five (5) persons at any one time. Should an employee be required to be certified as an instructor in any other special field, the parties to this Agreement shall meet for the purpose of determining whether a stipend for such certification is warranted and the amount of such stipend

8. **Article III**, shall be amended by adding Section 308, which shall read as follows:

Effective January 1, 2023, an employee regularly assigned to work as a School Resource Officer ("SRO") during a year shall be provided a \$2,000 stipend for the year in which they are assigned such duties. An Employee assigned as an SRO shall only receive one SRO stipend per school year. The County shall have the right to determine how said stipend will be paid to each employee entitled to this stipend.

9. **Article III**, shall be amended by adding Section 309, which shall read as follows:

Effective January 1, 2023, an employee who is assigned to perform the duties of a Field Training Officer ("FTO") shall be paid \$3.00 an hour for each hour actually spent performing the duties of

11.1.2022

an FTO. Said payment will be added to the employee's hourly rate of pay during the period the employee is performing such duties and will be included when determining the employee's applicable overtime rate during the pay period they are performing such duties.

10. **Article III**, shall be amended by adding Section 310, which shall read as follows:

Effective January 1, 2023, all Lieutenants and certain Detectives (in the discretion of the Sheriff or their designee, but subject to the approval discussed below) who are expected to remain on-call after their normal working hours, shall be paid an annual stipend of \$1,000 in recognition of that status. The stipend provided for under this section shall be paid in equal portions in each payroll period of the year the employee is entitled to it. The number of Detectives, as well as the selection of Detectives, who receive this stipend shall be determined annually by the Sheriff. That determination will be subject to approval by the County Manager.

11. **Article III**, shall be amended by adding Section 311, which shall read as follows:

Effective January 1, 2023, Employees who use thirty-six (36) or fewer hours of sick leave annually shall be eligible for a \$500.00 bonus payable in the first month of the following year.

12. **Article III** shall be amended by adding Section 312, which shall read:

Effective January 1, 2023, employees assigned to the Emergency Services Unit ("ESU") shall be paid an annual stipend of \$1,000 for the year in which they are assigned such duties. The stipend provided for under this section shall be paid in equal portions in each payroll period of the year the employee is entitled to it. The number of employees and selection of employees for this unit shall be in the discretion of the Sheriff, with approval from the County Manager (as to the number of unit members).

13. **Article III** shall be amended by adding Section 313, which shall read:

Fleet Manager:

Effective January 1, 2023, an annual stipend of \$1,000.00 shall be paid to the individual selected by the Sheriff or their designee (in their sole discretion) to serve as the Fleet Manager. The sole individual who shall receive this stipend shall be determined annually by the Sheriff, subject to the approval of the County Manager. The annual stipend shall be paid only to the individual approved to receive such stipend during the given year by the Sheriff and County Manager.

14. **Article XX, Section 2002**, shall be amended to read as follows:

Effective January 1, 2023, or as soon thereafter as practicable, the sole health insurance offered by the County will be the NYSHIP Excelsior Plan.

15. **Article XX, Section 2002(a)**, shall be amended to read as follows:

Effective January 1, 2023, members of the bargaining unit hired on or after June 1, 2018 and before January 1, 2023 shall contribute 15% of the premium for their chosen plan (either individual or family). Members of the bargaining unit hired on or after January 1, 2023 shall contribute 20% of the premium for their chosen plan.

16. **Article XX, Section 2003**, shall be amended to read as follows:

The health plan offered by the employer shall be available to all full-time employees under the following conditions.

Hire Date	Individual Coverage	Family Coverage
Pre 6/10/85	500.00	500.00
6/10/85 – 12/31/1999	500.00	1,250.00
1/1/2000 – 12/31/2012	850.00	1,450.00
1/1/2013 – 5/31/2018	15%	15%
6/1/2018 – 12/31/2022*	15%	15%
Post 12/31/2022	20%	20%

*Effective January 1, 2023 or upon the change to the Excelsior Plan being the sole insurance provided under this agreement, whichever is later.

17. **Article XX, Section 2003.1**, shall be amended as follows:

Subsection (a), (b), (c), (d), (e), and (f) shall be deleted and the following shall become subsection

(a):

Effective [DATE OF RATIFICATION], employees who retire from the County shall be eligible to participate in the health insurance coverage pursuant to the plan offered by this Collective Bargaining Agreement. Employees must render twenty (20) consecutive years or more of full-time service with the County to be eligible for health insurance in retirement under this Collective Bargaining Agreement. Retirees will be responsible for the following premium contribution rates and requirements:

- i. Eligible employees hired on or before June 10, 1985 will contribute 0% of the cost of individual and family coverage, in their retirement.
- ii. Eligible employees hired on or before [DATE OF RATIFICATION], will contribute 0% of the cost of individual coverage and, for family coverage, the full family premium less 100% of the individual premium, in their retirement.
- iii. Eligible employees hired after [DATE OF RATIFICATION], will contribute 15% of the cost of individual coverage and, for family coverage, the full family premium less 85% of the individual premium, in their retirement.
- iv. Employees hired between January 1, 1996 and December 31, 2012, who would otherwise be eligible for health insurance in retirement, but have not yet rendered twenty (20) or more consecutive years of full-time service with the County before they retire from the County, may receive health insurance in retirement under the following premium contribution rates:
 - a. Employees hired between January 1, 1996 and December 31, 2012, with at least ten (10) years of consecutive full-time service, but less than twenty (20) years of consecutive full-time service with the County, will contribute 50% of the cost of individual coverage and, for family coverage, the full family premium less 50% of the individual premium, in their retirement.

11.1.2022

- b. Employees hired between January 1, 1996 and December 31, 2012, with less than ten (10) years of consecutive full-time service are not eligible for health insurance in retirement.

Note: Those employees who have retired prior to [DATE OF RATIFICATION] will be unaffected by this provision.

18. **Retroactivity:** Retroactivity of wages and all economic benefits (compensation) shall be paid to all employees on the payroll at the date of ratification. Any employee who retired between January 1, 2021 and date of ratification will have retroactivity pro-rated. Retroactivity payments will be made within thirty days of the final ratification of the successor collective bargaining agreement, or as soon thereafter as administratively feasible.

19. This MOA is the full understanding of the parties as to the terms of this agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the _____ day of November, 2022

COUNTY OF SULLIVAN

UNION

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

SULLIVAN COUNTY SHERIFF

By: _____

SCHEDULE B

DEPUTY

	ENTRY RATE	FULL RATE	STEP I	STEP II	STEP III	STEP IV	STEP V	YEAR 8	YEAR 11	YEAR 14	YEAR 17	YEAR 20
1/1/2020	\$58,595	\$61,151	\$62,516	\$65,074	\$67,631	\$70,186	\$71,874	\$73,477	\$74,576	\$75,698	\$76,841	\$77,351
1/1/2021	\$59,767	\$62,374	\$63,766	\$66,375	\$68,984	\$71,590	\$73,311	\$74,947	\$76,068	\$77,212	\$78,378	\$78,898
1/1/2022	\$60,962	\$63,621	\$65,041	\$67,703	\$70,364	\$73,022	\$74,777	\$76,446	\$77,589	\$78,756	\$79,946	\$80,476
		HIRE RATE	STEP I	STEP II	STEP III	STEP IV	STEP V					
1/1/2023		\$60,962	\$65,041	\$67,703	\$70,364	\$73,022	\$80,476					
Upon change to Excelsior		\$62,262	\$66,341	\$69,003	\$71,664	\$74,322	\$81,776					
1/1/2024		\$63,819	\$68,000	\$70,728	\$73,456	\$76,180	\$83,820					
1/1/2025		\$65,414	\$69,700	\$72,496	\$75,292	\$78,085	\$85,916					

CORPORAL

	FULL RATE	STEP I	STEP II	STEP III	STEP IV	STEP V	YEAR 8	YEAR 11	YEAR 14	YEAR 17	YEAR 20
1/1/2020	\$76,500	\$77,367	\$78,254	\$79,145	\$80,056	\$80,978	\$81,920	\$83,254	\$83,834	\$84,811	\$85,809
1/1/2021	\$78,030	\$78,914	\$79,819	\$80,728	\$81,657	\$82,598	\$83,558	\$84,919	\$85,511	\$86,507	\$87,525
1/1/2022	\$79,591	\$80,492	\$81,415	\$82,343	\$83,290	\$84,250	\$85,229	\$86,617	\$87,221	\$88,237	\$89,276
		HIRE RATE	STEP I	STEP II	STEP III	STEP IV	STEP V				
1/1/2023		\$79,591	\$80,492	\$81,415	\$82,343	\$83,290	\$89,276				
Upon change to Excelsior		\$80,891	\$81,792	\$82,715	\$83,643	\$84,590	\$90,576				
1/1/2024		\$82,913	\$83,837	\$84,783	\$85,734	\$86,705	\$92,840				
1/1/2025		\$84,986	\$85,933	\$86,903	\$87,877	\$88,873	\$95,161				

SCHEDULE B CONTINUED

DEPUTY SHERIFF SERGEANT ASSIGNMENT (DETECTIVE ASSIGNMENT)

	FULL RATE	STEP I	STEP II	STEP III	STEP IV	STEP V	YEAR 8	YEAR 11	YEAR 14	YEAR 17	YEAR 20
1/1/2020	\$80,142	\$81,072	\$82,012	\$82,964	\$83,935	\$84,916	\$85,913	\$86,924	\$87,954	\$88,995	\$90,053
1/1/2021	\$81,745	\$82,693	\$83,652	\$84,623	\$85,614	\$86,614	\$87,631	\$88,662	\$89,713	\$90,775	\$91,854
1/1/2022	\$83,380	\$84,347	\$85,325	\$86,315	\$87,326	\$88,346	\$89,384	\$90,435	\$91,507	\$92,591	\$93,691
	HIRE RATE	STEP I	STEP II	STEP III	STEP IV	STEP V					
1/1/2023	\$83,380	\$84,347	\$85,325	\$86,315	\$87,326	\$93,691					
Upon change to Excelsior	\$84,680	\$85,647	\$86,625	\$87,615	\$88,626	\$94,991					
1/1/2024	\$86,797	\$87,788	\$88,791	\$89,805	\$90,842	\$97,366					
1/1/2025	\$88,967	\$89,983	\$91,011	\$92,050	\$93,113	\$99,800					

LIEUTENANT

	FULL RATE	STEP I	STEP II	STEP III	STEP IV	STEP V	YEAR 8	YEAR 11	YEAR 14	YEAR 17	YEAR 20
1/1/2020	\$84,577	\$85,570	\$86,580	\$87,603	\$88,636	\$89,693	\$90,761	\$91,845	\$92,948	\$94,069	\$95,200
1/1/2021	\$86,269	\$87,281	\$88,312	\$89,355	\$90,409	\$91,487	\$92,576	\$93,682	\$94,807	\$95,950	\$97,104
1/1/2022	\$87,994	\$89,027	\$90,078	\$91,142	\$92,217	\$93,317	\$94,428	\$95,556	\$96,703	\$97,869	\$99,046
	HIRE RATE	STEP I	STEP II	STEP III	STEP IV	STEP V					
1/1/2023	\$87,994	\$89,027	\$90,078	\$91,142	\$92,217	\$99,046					
Upon change to Excelsior	\$89,294	\$90,327	\$91,378	\$92,442	\$93,517	\$100,346					
1/1/2024	\$91,526	\$92,585	\$93,662	\$94,753	\$95,855	\$102,855					
1/1/2025	\$93,814	\$94,900	\$96,004	\$97,122	\$98,251	\$105,426					

Note: Upon the compression of the salary schedule on January 1, 2023, employees who are over Step V as of that date will receive the following one time increase to their annual salary on or about that date: Deputy (\$5,699); Corporal (\$5,026); Sergeant/Detective (\$5,345); Lieutenant (\$5,729).