

4.6.2022

MEMORANDUM OF AGREEMENT

By and Between the

***County of Sullivan
(hereinafter referred to as "County")***

And the

***Department of Public Works Unit
The Laborers' International Union of North America, Local No. 17
(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, 2021; 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 Legislature of the County of Sullivan.
3. **Term of Agreement:** January 1, 2022 through December 31, 2025.
4. **Housekeeping:** Delete dates no longer applicable, and make grammatical and spelling corrections mutually agreed upon.
5. **Section 401**, shall be amended to read as follows:

Effective [date of ratification], the following work schedule shall take effect (note: the 6am winter work schedules/hours for employees assigned to work in organization codes D-3310, D-51110-45,

4.6.2022

and D-5130-48 shall take effect and are contingent upon agreement by the Supervisory Bargaining Unit regarding their hours of work in association with the organization codes referenced – organizational codes are the sections within the Department of Public Works):

Org. Code	Department	Work Days	Regular Start Times	Variations
A-7110-39	PARKS-ADMIN	Monday - Friday	7am	
A-1490	DPW-ADMINISTRATION	Monday - Friday	8am	
D-5020	DPW-ENGINEERING DIVISION	Monday - Friday	8am	
CL-8160	DPW-LANDFILL & GARBAGE	7 days a Week	7am	5 eight-hour days year-round
A-1620-24	DPW-BUILDINGS ADULT CARE CENTER	7 days a Week	7am or 9:30 am	
A-1620-23	DPW-BUILDINGS	7 days a Week	6am thru 9am	
D-5110-45	DPW-ROAD MAINTENANCE (Bridge)	Monday - Friday	7am	
D-5110-45	DPW-ROAD MAINTENANCE	Monday - Friday	7am; 6am (Winter)	5 eight-hour days year-round; April 1st thru November 30th - 7am start; December 1st thru March 31st 6 am start time
D-3310	DPW-TRAFFIC CONTROL	Monday - Friday	7am; 6am (Winter)	
D-5130-48	DPW-ROAD MACHINERY MAPLEWOOD	Monday - Friday	7am; 6am (Winter)	5 eight-hour days year-round with Barryville Mechanics only on Winter Hours
A-5610	DPW-S.C. INTERNATIONAL AIRPORT	7 days a Week	6:30 am or 7am	5 eight-hour days or 4 ten-hour days year-round

These starting and ending times can be varied in a working group (defined as working under the direction of a Supervisor at a particular reporting location) to a start time between 5:00 AM and 8:00 AM upon the agreement of the Union and the Commissioner or his designee. Under this

4.6.2022

provision, each work day shall consist of eight (8) hours excluding lunch. These working groups may also agree to work a four (4) day work week, ten (10) hours per day, excluding lunch.

- a) Under an 8-hour day for the purpose of this section, a non-worked holiday, sick-leave day, personal leave day, vacation day, or bereavement-leave day shall be considered an eight (8) hour day worked. During such period, employees will be paid at the regular hourly rate for time working during the work day and work week, as herein defined, and will be paid time and one-half for time worked outside the hours Monday through Friday, as agreed to above.
- b) In the event of a 10-hour day, the use of time will be based on hourly usage.

6. Section 402, shall be amended based on the amendments to Section 401 above.

7. Section 601, shall be amended to read as follows:

The following days shall be recognized and observed as paid 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	½ Day Christmas Eve
Labor Day	Christmas Day
	½ Day New Year's Eve

For Departments that work a Monday thru Friday schedule, whenever any holidays listed above shall fall on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on a Sunday, the succeeding Monday shall be observed as the holiday.

For Departments that run a 7-day schedule, if an actual holiday falls on an employee's regularly scheduled day off, the employee will receive another day off in lieu of that holiday. The Commissioner or designee will notify the Union of the Holiday Schedule the week prior to the Holiday.

An employee must have worked his last scheduled work day before the holiday and the first scheduled work day after the holiday to receive compensation for the holiday, unless he was off because of illness, sickness, injury, vacation, personal leave or any other reason which is acceptable to the Employer. A Holiday will not be paid if a sick day is used on the regular scheduled day before or after the Holiday unless there is a valid medical note.

Employees who work on any of the above holidays (on the actual holiday, not the observed date) will receive two (2) times their regular rate of pay in addition to their holiday pay for the day. Employees that work on the observed date of the above holidays will be paid time and a half (1 ½) for hours worked on that day. Should the President of the United States or the Governor of New York State declare any day other than the above as a day of mourning, said day shall be honored by the County and applicable as paid leave to the

4.6.2022

employee covered by this Agreement. Should a holiday fall within an approved paid leave time, such holiday will be paid as a holiday and not charged to the employee's approved leave.

8. **Section 411**, shall be created and will read as follows:

Notwithstanding anything to the contrary contained in this agreement or Civil Service Rules, any employee absent from work without authorization for five (5) consecutive work days or an employee who fails to report back to work after five (5) consecutive work days at the end of the approved leave will be deemed to have resigned from his or her position if the employee or their representative has not contacted the County on or before the sixth (6th) calendar day following the commencement of such period of absence without authorization. In the event extenuating circumstances exist, the County may waive a resignation under this section. Such determination shall be the sole right of the County. If an employee has been absent for three (3) consecutive working days without authorization or after an approved leave, the Union will be notified no later than the end of the fourth (4th) consecutive working day. Employees deemed to have resigned under this section shall lose seniority rights under Section 804.

9. **Section 805**, shall be amended to add the following:

The seniority of employees with the same effective date of hire shall be determined by granting the employee with the highest number in the last 4 digits of their social security number the highest seniority of those that share that effective date of hire and then seniority of the other employees hired on that same date in descending order based on the highest number of the last 4 digits of their social security numbers.

10. **Section 1412**, shall be amended as follows:

Strike "No blue Jeans" in section B;
eliminate old Titles in section C (T-shirt and Sweatshirt);
eliminate section D (shorts);
Section E, Schedule B - add Asst Housekeeping Supervisor at ACC and L1 in Government Center.

11. **Section 1802**, shall be amended to read as follows:

Step 2. If the grievance is not resolved at Step 1, within ten (10) working days from the Step 1 decision, the Union representative shall reduce the grievance to writing, setting forth the facts of the grievance and the relief sought, and submit the grievance to the Commissioner or his designee who shall investigate the grievance, hold a meeting with the Union Grievance Committee, and render a decision in writing to the Union representative, within ten (10) working days of receipt of the grievance.

12. **Section 715**, shall be amended to read as follows:

Effective upon ratification of this agreement, members of the bargaining unit may utilize vacation, compensatory time and personal leave time during the period December 1 through March 15 in one day increments provided they were called out for snow the day of or prior and they notify the employer of their intent to use such time at least one hour before the start of their normal work day.

4.6.2022

13. **Section 406**, shall be amended to read as follows:

A minimum of three (3) hours shall be paid at the rate of time and one-half (1 ½) whenever an employee is required to return to work after the end of their normal working shift due to a storm related event or unforeseen event. However, for employees who are asked to arrive early or remain at work for non-emergency related overtime that is planned in advance shall not be entitled to the three (3) hour minimum if the hours worked are contiguous with their normal working shift.

14. **Section 1201**, shall be amended to read as follows:

Effective as of [date of ratification of this contract], employees who use their own vehicle for the express purpose of conducting County business for job-related duties shall be reimbursed at the rate allowed by Internal Revenue Code as a non-taxable income when allowed by the Internal Revenue Service. Mileage shall not be paid for employees who take their personal vehicle to the worksite on a day that they receive approval to leave their shift early.

15. **Section 716**, shall be amended to read as follows:

Employees shall accrue sick leave allowance at the rate of one day for each month of continuous employment up to and including a maximum of 200 days of sick leave allowance accrual. Notwithstanding any provision to the contrary, Solid Waste Operators and Transfer Station Operators will accrue sick leave allowance at the rate of .584 days per month for a total of 7 sick days per year.

16. **Section 909**, shall be amended to read as follows:

Employees covered by this agreement will receive \$30.00 call out pay for any emergency call-out including, but not limited to Snow and Ice call outs commencing upon ratification of this agreement. Call out pay for emergency purposes will be in effect even if the Commissioner or his designee schedules ahead of time for an individual to arrive to work before the regular schedule for emergency purpose.

17. **Section 1111**, shall be added and will read as follows:

In the event that an employee is on an unpaid leave of absence due to disciplinary charges, the County will keep the employee enrolled in health insurance coverage until such time as the employee returns to a paid status or separates from employment. The employee remains obligated to contribute their share of the health insurance premium. The obligation to continue their health insurance as provided in this section shall cease if any delay in the disciplinary process/procedure is caused by the employee, the employee's attorney or any other individual/organization who is or purports to be representing said employee.

18. **Section 1418**, shall be added and will read as follows:

In the event an employee's ID card is unintentionally damaged, the employer will replace it at no cost to the employee. The employee will need to present the damaged ID card to obtain a new card at no cost under this section.

19. **Section 1001**, shall be amended to read as follows:

4.6.2022

Promotional examinations or job openings shall be based on the Civil Service Rules and Appendix Listings for Classified Service of the County of Sullivan, and in absence of such rules will be subject to Section 52 of the Civil Service Law of the State of New York. The Chief Shop Steward shall receive notice of all promotional opportunities as soon as practicable. Notification shall be made as hereinafter provided.

20. **Section 302**, shall be amended as follows:

Language in relation to the previous contract's wage increases will be deleted.

The following language will be added:

Retroactive payments will be made to bargaining unit members on the payroll as of the date of the ratification by the membership or to individuals who have retired on or after January 1, 2022.

Effective January 1, 2022, a two-and-a-half percent (2.50%) increase in base salaries.

Effective upon the change of all unit members to the Excelsior Plan of NYSHIP, a four percent (4.0%) increase in base salaries.

Effective January 1, 2023, a two-and-a-half percent (2.50%) increase in base salaries.

Effective January 1, 2024, a two-and-a-half percent (2.50%) increase in base salaries.

Effective January 1, 2025, a two-and-a-half percent (2.50%) increase in base salaries.

21. **Article XI**, shall be amended as follows:

Add new section 1112, which will read as follows:

Employees hired before [date of ratification] that opt to receive County health insurance shall be provided with an employer funded annual health reimbursement arrangement ("HRA") at such time that the unit is transitioned into the Excelsior Plan offered by NYSHIP as the sole health insurance offered under the CBA. The HRA will be funded annually for each qualifying employee (note: upon retirement from the County, employees will receive the annual contribution amount for an individual, regardless of the type of health insurance they have opted for as the County only contributes to individual coverage in retirement) until such time as said employee is no longer an active employee and reaches Medicare eligibility, or otherwise separates from County service in any manner that is not retirement from the County. The annual contribution in the year in which the employee reaches Medicare eligibility shall be prorated based on when they attain Medicare eligibility. The HRA will have no cap and will have annual rollover with any unused amount being applied to the balance of the HRA. Employees who retire from County service and opt to remain on health insurance in retirement may continue to utilize the remaining funds in the HRA in retirement until they are exhausted. In the event the employee opts to not receive County health insurance, is terminated from County service, or resigns prior to retirement from County service, the sum in the HRA account shall remain with the County. The County will pro-rate the annual contribution for active employees if a qualifying event occurs during the year and the employee opts to change health insurance coverage to a family plan. In the event two members of the unit are on the same health insurance plan, the County will make the annual payment for only one of

4.6.2022

those employees. Rules pertaining to the administration of the HRA shall be developed by the County, follow IRS guidelines, and will remain in its sole discretion.

Employees hired after [date of ratification] shall not be eligible for the HRA.

The annual contribution rates of the HRA will be as follows:

Year	Individual	Family
2022*	\$1,000	\$2,000
2023	\$1,000	\$2,000
2024	\$1,000	\$2,500
2025 and thereafter	\$1,000	\$2,500

*2022 annual contributions will be pro-rated based on the date the unit is moved to the Excelsior Plan of NYSHIP coverage.

Amend Article XI to reflect the following:

Effective July 1, 2022 or as soon thereafter as is practicable, the only health insurance offered by the County will be the NYSHIP Excelsior Plan. Upon the change to the Excelsior Plan, the percentage paid in premium contribution rates will remain the same the employee currently pays prior to the date of ratification of the agreement.

22. **Section 908**, shall be deleted in its entirety and reserved for future use.

23. **Section 302-a**, shall be created and will read as follows:

The County shall pay employees in a check separate from their normal wages, subject to all required deductions and withholdings, for Compensatory pay, infrastructure pay, longevity payouts, and other payouts outside of regular wages.

24. **Schedule A**, shall be amended to reflect the new wages and Transfer Station Operators will be deleted from Grade V and will only be shown in Grade VII A.

25. **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, 2022 and date of ratification will have retroactivity pro-rated.


26. 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 _____, 2022

4.6.2022

COUNTY OF SULLIVAN

By:  _____

By: _____

By: _____

LIUNA

By:  _____

By: _____

By: _____