

STIPULATION OF SETTLEMENT AND AGREEMENT

By and Between

SULLIVAN COUNTY

And

THE SULLIVAN COUNTY PROBATION DEPARTMENT UNIT

And

TEAMSTERS LOCAL 445 INTERNATIONAL BROTHERHOOD OF TEAMSTERS

WHEREAS, Sullivan County (the “County”) is a public employer as defined by the Taylor Law; and

WHEREAS, the County and Teamsters Local 445, International Brotherhood of Teamsters (the “Union”) are parties to a Collective Bargaining Agreement for a term which will expire on December 31, 2025; and

WHEREAS, the County, the Union, and the Teamsters Local 445, International Brotherhood of Teamsters Sullivan County Probation Department Unit (the “Probation Unit”) are also parties to a Collective Bargaining Agreement for a term which will expire on December 31, 2025; and

WHEREAS, the County, the Union, and the Probation Unit are parties to Memorandums of Agreement, each dated November 27, 2024, which addressed the discontinuance of the Excelsior Health Insurance Plan by NYSHIP and the agreed upon substitution of the Anthem Blue Cross / Blue Shield Plan, which included the supplement known as the Anthem Specified Disease and Hospital Indemnity Plan and Critical Illness and Specific Disease Coverage (hereinafter the “Anthem Plan”) effective January 1, 2025; and

WHEREAS, the Anthem Plan does not contain reimbursement of Medicare Part-B premiums; and

WHEREAS, on February 28, 2025, the Union filed an Improper Practice charge with the New York Public Employment Relations Board (“PERB”) (Case No.: U-39754), alleging that the

County violated the Taylor Law by failing to reimburse Medicare Part-B premiums as of January 1, 2025; and

WHEREAS, on March 18, 2025, the County filed an Answer to the Charge, denying the Union's allegations; and

WHEREAS, on February 18, 2025, the Probation Department Unit filed an Improper Practice Charge with PERB against both the Union and the County (Case No.: U-39738); and

WHEREAS, on March 31, 2025, the County filed an Answer to the Charge, denying the Probation Department Unit's allegations; and

WHEREAS, on May 9, 2025, the Union filed an Answer to the Charge also denying the Probation Department Unit's allegations; and

WHEREAS, the parties having met and conferred following conferences on Charges U-39754 and U-39738, reached a resolution in this matter, and

WHEREAS, the County, the Union and the Probation Department Unit desire to settle these matters amicably without the need for hearings and wish to set forth their understanding into writing.

NOW, IT IS HEREBY AGREED, as and for a complete Stipulation of Settlement and Agreement (the "Agreement"), the parties hereto agree as follows:

1. The County and the Union agree that the County will reimburse the cost of Medicare Part-B premiums for bargaining unit employees, which includes the Probation Department Unit, employed by the County and on the payroll as of December 31, 2024.
2. In consideration, the Union will withdraw with prejudice Charge U-39754 upon full execution of this Agreement.
3. In consideration, the Probation Department Unit, will withdraw with prejudice Charge U-39738 upon full execution of this Agreement.
4. The parties agree and understand that all other terms and conditions of employment already in existence shall remain in full force and effect, and shall not be affected by this Agreement.
5. The parties agree that this Agreement is non-precedent setting, shall not be construed in any fashion or manner as a past practice and shall not be used as part of any future proceeding, grievance, litigation, position, or any other matter by the Union or the Probation Department Unit, except as to enforce the terms hereof.

6. Each party hereto acknowledges that they have read the Agreement, fully understand it, and have had all questions that they may have in regard thereto been answered. Each party enters into this Agreement of their own free will and has not been coerced into doing so.

7. This Agreement constitutes the entire understanding between the parties and it may not be amended unless agreed to in writing and executed with the same formality as the original.

8. The parties agree that this Agreement is deemed to have been drafted jointly by all parties. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

9. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed an original, such counterparts shall together constitute but one Agreement. Facsimile, electronic or picture copies shall be deemed effective as the original.

UNION – TEAMSTERS LOCAL 445

COUNTY OF SULLIVAN

By: _____date_____

By: _____date_____

PROBATION DEPARTMENT UNIT - RICHARD CROWN

By: _____date_____