

MEMORANDUM OF AGREEMENT

By and Between the

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

And the

***DIVISION OF PUBLIC WORKS SUPERVISORY UNIT
TEAMSTERS LOCAL 445, INTERNATIONAL BROTHERHOOD OF TEAMSTERS
(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:**

- a. Delete dates no longer applicable, and make grammatical and spelling corrections mutually agreed upon.

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

Remove items with dates that are no longer applicable and add:

- a. Effective January 1, 2022, a two percent (2.00%) increase in base salary*;
- b. Effective January 1, 2023, a two percent (2.00%) increase in base salary;
- c. Effective January 1, 2024, a two percent (2.00%) increase in base salary;
- d. Effective January 1, 2025, a two percent (2.00%) increase in base salary.

*Note that all increases are fully retroactive to all members of the bargaining unit on the payroll at the time that the membership ratifies the agreement. Members who were on the payroll on January 1, 2022 but retired prior to ratification by the Membership shall be entitled to retroactive payment.

6. **Article III, Section 306(a)**, shall be amended to read as follows:

An employee who is required to possess or acquires a professional engineer or a registered architect or surveyor license is paid an additional \$2.50 per hour. Which shall be added to base salary. This provision shall sunset on [date of ratification]. Effective [date of ratification], all employees who are within Grade III of the current salary schedule as of [date of ratification] shall be paid the same base rate of pay of \$44.8138, subject to the salary increases referenced in Section 302.

7. **Article IV**, shall be amended as follows:

Add the following to Section 401 after the second complete sentence:

During the period of December 1 through March 31 of each year, the regular workday for select Supervisors, in the discretion of the Commissioner of Public Works, assigned to organizational codes D-5110-45 (Road), and D-3310 (Traffic Control) will be 6:00 a.m. through 2:30 p.m.

Add the following sentence to Section 401:

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 a.m. and 8:00 a.m. upon the agreement of the Union and the Commissioner or their designee. Under this provision, each work day shall consist of eight (8) hours excluding lunch. These working groups may also agree to work a four (4) day workweek, ten (10) hours per day, excluding lunch.

8. **Article VII, Section 705**, shall be amended by adding Subsection A, which shall read as follows:

10.5.2022

Effective January 1, 2022, employees who have one-hundred and sixty (160) hours of earned and unused accrued vacation leave time (at the time of the request discussed herein) may request during the period of November 1st to November 15th of each year, to sell back up to forty (40) hours of their accrued and unused vacation leave time. Payment shall be made as soon as administratively practicable, but before or on December 31st of that year. Payment will be made at the employee's rate of pay at the time of the request.

9. **Article VIII, Section 800**, shall be amended to read as follows:

Effective January 1, 2022 through and including December 31, 2025, the County agrees to maintain at least the number of positions in the bargaining unit as of [DATE OF RATIFICATION] during the term ending on December 31, 2025.

10. **Article XI, Section 1103**, shall be amended to add the following:

Effective September 1, 2022, any current County employee who promoted into the bargaining unit after [Date of Ratification] shall continue in the same plan coverage (currently enrolled in, subject to NYSHIP rules and regulations) and pay the premium contribution (percentage or flat dollar amount) the employee would be responsible for under Section 1103 of this Teamster Supervisor collective bargaining agreement based on the employee's date of hire with the County. These contribution rates are as follows:

Individual		Family	
EMPIRE PLAN			
Hired before 1/1/2000	\$500/year (\$41.67/month)	Hired before 6/2/1985	\$500 /year (\$41.67/month)
		Hired 6/3/1985 – 12/31/1999	\$1250/year(\$104.17/ month)
Hired 1/1/2000- 12/31/2015	\$850/year (\$70.83/month)	Hired 1/1/2000- 12/31/2015	\$1450.00/ year (\$120.83/month)
Hired 1/1/2016 - 6/30/2019	(15%) of monthly premium	Hired 1/1/2016 - 6/30/2019	(15%) of monthly premium
EXCELSIOR PLAN			
Hired 7/1/2019	(20%) of monthly premium	Hired 7/1/2019	(20%) of monthly premium

Part Time employees are responsible for 50% of individual monthly premium, plus family portion where elected.

The employees shall make these contributions by payroll deduction, which deductions shall be taken in equal amount throughout the year.

11. **Salary Schedule**, shall be amended to reflect the new wages.

12. **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. 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.

13. 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

13 day of September, 2022

COUNTY OF SULLIVAN

By: _____

By: _____

By: _____

UNION

By: _____

By: _____

By: _____