

July 15, 2024

MEMORANDUM OF AGREEMENT

By and Between the

County of Sullivan

And the

***County of Sullivan Sheriff's Office
(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 covering the period January 1, 2021 through December 31, 2025 ("Collective Bargaining Agreement"); and

WHEREAS, the aforementioned Collective Bargaining Agreement enumerates the salary an employee covered by the collective bargaining agreement shall receive upon promotion to a higher title covered by the collective bargaining agreement; and

WHEREAS, that provision (Section 305) requires modification to assist with promoting well-qualified individuals within the Sheriff's Office; and

WHEREAS, the parties, having come to agreement on the topics discussed above, wish to reduce that agreement to writing,

NOW, THEREFORE, it is agreed 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.
2. Section 305 of the Collective Bargaining Agreement shall be amended to read as follows:

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- a. Effective [date of ratification], upon promotion, an employee's base salary will move to the same step in the promotional title salary as their existing title (i.e., a deputy sheriff at step 3 promoted to sergeant will be placed at step 3 on the sergeant pay scale), as enumerated within Attachment B of the Collective Bargaining Agreement. Should that employee be demoted, the employee shall be paid the salary in the subordinate (lower) title they would have received had they remained in that position.
 - b. Notwithstanding subsection "a" of this section, any employee who was at Year 8 or higher in the salary schedule prior to Jan. 1, 2023 that is promoted on or after February 18, 2023 shall be placed in the appropriate salary of the promotional title and a differential equal to the percentage the employee was "off-grid" (i.e., the percentage amount over the top salary provided in the pay scale upon the step compression of the salary schedule) as of January 2, 2023, will be added to their base salary. Should an employee to whom this provision applies be demoted to a lower title as enumerated in Attachment A of this Collective Bargaining Agreement, the employee shall be paid the salary in the subordinate (lower) title they would have received had they remained in that position.
 - c. Payment to these individuals shall be paid in accordance with section 5 herein, retroactive to the applicable promotional date.
3. Appendix "A" of this Agreement lists the employees referenced in Section 2b and the differential applicable to each. Appendix "A" shall be added at the end of Attachment B of the Collective Bargaining Agreement.

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4. The following wage increases shall be provided to the named employees for the period referenced below. Such wage increases are the result of a clerical error made at the time of the employees' promotions during July of 2023.
 - a. Robert Cintron shall be provided a retroactive 2.04% increase to his base salary for the period of July 1, 2023 through and including December 31, 2023.
 - b. Brian Kelting shall be provided a retroactive 2.04% increase to his base salary for the period of July 8, 2023 through and including December 31, 2023.
5. Changes to the salary schedule discussed herein shall be retroactive to February 18, 2023 for active employees only. Employees who resigned or retired during the applicable time period are not entitled to retroactive payment of wages.
6. Employees who were promoted during the period of February 18, 2023 through January 5, 2024 that were subject to a clerical error in relation to their pay rate upon promotion due to the previous language of the collective bargaining agreement will be held harmless for that clerical error.
7. This Agreement is subject to ratification by the membership of the Union and by the Sullivan County Legislature.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the _____ day of May, 2024.

COUNTY OF SULLIVAN:

By: _____
Joshua Potosek
County Manager

By: _____
Michael Schiff
Sheriff

July 15, 2024

THE UNION:

By: _____
Jack Harb
President

By: _____
James Tuttle, Esq.
Counsel

ATTACHMENT A

LIST OF EMPLOYEES AND DIFFERENTIAL APPLICABLE AS OF JANUARY 1, 2023

Employee	% Increase
MICHAEL A BARRETT	2.04%
JASON M BEEBE	2.04%
CHARLES M BLACKBURN	4.47%
ERIC BREIHOF	3.33%
ROBERT B CINTRON	2.04%
CHERYL M CRUMLEY	5.71%
JOSEPH A FEOLA	2.04%
JOSEPH R GAGLIARDO	2.20%
SEAN M GRADY	4.87%
JACK F HARB	2.20%
ROSE C IONTA-TOCCO	3.28%
BRIAN E KELTING	2.04%
CHRISTIAN LOPEZ	5.63%
JUSTIN R MCFADDEN	1.08%
RICHARD S MORGAN	4.47%
PERCY A RAMOS	4.87%
PETER J RAMOS	5.63%
KEVIN M ROGERS	3.28%
BLAKE A STARNER	4.47%
VICTOR ZAYAS	5.55%