5.12.2022

MEMORANDUM OF AGREEMENT

By and Between the

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

And the

Teamsters Local 445, International
Brotherhood of Teamsters- Sullivan County Probation Department Unit
(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 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 **Housekeeping:** Delete dates no longer applicable, and make grammatical and spelling corrections mutually agreed upon.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. **Section 302**, shall be amended to read as follows:

   i. Effective January 1, 2021: A new salary grid (attached as Appendix A) shall become effective;

ii. Effective January 1, 2022: 2.5% increase to the salary grid;
iii. Effective July 1, 2022 (or upon Excelsior activation): 4% increase to the salary grid;
iv. Effective January 1, 2023: 2.5% increase to the salary grid;
v. Effective January 1, 2024: 2.5% increase to the salary grid;
vi. Effective January 1, 2025: 2.5% increase to the salary grid.

Note: The increases to the salary grid referenced above are reflected within Appendix B.

6. **Section 303**, shall be deleted effective to January 1, 2021, and the remainder of Article 3 will be renumbered.

Note: The new salary grid supersedes the need for this section.

7. **Section 304**, shall be amended to read as follows:

Upon promotion, an employee shall be placed at the same step number of the promotional title as the one they currently possess.

8. **Section 305**, shall be amended to read as follows:

Upon a return to a lower title, an employee shall be placed at the same step number of the lower title as the one they currently possess.

9. **Section 401**, shall be amended as follows:

Section 401 shall reflect the 8am – 4pm workday.

The following will be added to this section:

Notwithstanding Section 409 below and the remainder of this section, the employer may adjust the current five (5) day work schedule for any position covered by this Agreement to a four (4) day work schedule with increased hours so that the total number of hours worked in the four (4) day schedule equals the total number of hours required to be worked in a five (5) day schedule pursuant to this article for the same title. Employees employed by the County on the effective date of this Agreement whose position is adjusted to a four (4) day work week can either accept or reject the new work schedule. The employer may stagger work hours of employees to ensure the appropriate levels of coverage within the Probation Department.

10. **Section 403**, shall be amended to add the following:

Employees may request to sell-back any amount of earned and unused compensatory time they possess at the time of the request up to twice annually. Requests to sell-back compensatory time must be made pursuant to the following schedule: (1) the first request must be made during the month of June of the given year, which shall be paid out to the employee during the month of July of that year; (2) the second request must be submitted by the employee during the month of December of the given year, which shall be paid out to the employee during the month of January in the subsequent year. Employees who do not elect to receive such a payout in June are not precluded from making a request in December. Payment for such compensatory time shall

be paid out subject to applicable withholdings and deductions. This provision shall in no way effect the amount of compensatory time that may be earned annually.

11. **Section 1503**, shall be added and will read:

In the event the County declares a State of Emergency unrelated to an incident covered by Section 1502 above, employees of this unit that are required to report to work during said State of Emergency shall receive compensatory time in addition to their regular pay for time worked during the State of Emergency. Compensatory time shall accrue under this section as one hour of compensatory time for each hour worked during the State of Emergency. Employees shall only receive compensatory time under this section up to a maximum of one work week for each State of Emergency. This section shall not apply if the employee accrues compensatory time for the hours worked during the State of Emergency under any other provision of this agreement. Compensatory time earned under this section may not be utilized in computing overtime pay.

12. **Section 3110**, shall be added and will read:

In the event that the County closes for the entirety of a work day due to a snow or inclement weather event, employees who called out of work due to said event shall not be charged leave accruals to cover the absence for that day. This would not cover situations in which the employee had a pre-scheduled absence for that day.

13. **Article XVIII**, shall be amended as follows:

Add new section 1805, which will read as follows:

Employees hired on or 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 this agreement. 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 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 XVIII to reflect the following:

Effective July 1, 2022, or as soon thereafter as possible, every employee in the bargaining unit will move to the Excelsior Plan offered by NYSHIP. Employees' percentage contribution rates will remain the same (any cap that currently applies to certain employees will be removed), except those who were contributing 20% under the current CBA will now contribute 15% of the health insurance premium based on their chosen option within the Excelsior Plan (single/family).

Employees hired on or after July 1, 2022 will be enrolled in the Excelsior Plan at 15% contribution.

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

15. **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.

16. 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

20 day of May, 2022

COUNTY OF SULLIVAN

By: Joshua Potosek

By: _____

By: _____

UNION

By: _____

By: _____

By: PBA Local 445

APPENDIX A

Probation Officer Trainee

	Entry	Full
1/1/2021	$54,840	$57,726
1/1/2022	$56,211	$59,169
Excelsior Effective Date	$58,459	$61,536
1/1/2023	$59,920	$63,074
1/1/2024	$61,418	$64,651
1/1/2025	$62,954	$66,267

Probation Officer

	Entry	Full	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1/1/2021	$58,670	$61,758	$62,537	$63,317	$64,096	$64,875	$65,655	$66,433	$67,213	$67,993	$68,772	$69,551
1/1/2022	$60,137	$63,302	$64,100	$64,900	$65,698	$66,497	$67,296	$68,094	$68,893	$69,693	$70,491	$71,290
Excelsior Effective Date	$62,542	$65,834	$66,664	$67,496	$68,326	$69,157	$69,988	$70,818	$71,649	$72,481	$73,311	$74,142
1/1/2023	$64,106	$67,480	$68,331	$69,183	$70,034	$70,886	$71,738	$72,588	$73,440	$74,293	$75,144	$75,996
1/1/2024	$65,709	$69,167	$70,039	$70,913	$71,785	$72,658	$73,531	$74,403	$75,276	$76,150	$77,023	$77,896
1/1/2025	$67,351	$70,896	$71,790	$72,686	$73,580	$74,474	$75,369	$76,263	$77,158	$78,054	$78,949	$79,843

Senior Probation Officer

	Entry	Full	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1/1/2021	$62,501	$65,790	$66,568	$67,348	$68,127	$68,907	$69,686	$70,465	$71,245	$72,024	$72,802	$73,582
1/1/2022	$64,063	$67,435	$68,232	$69,032	$69,830	$70,630	$71,428	$72,227	$73,026	$73,825	$74,622	$75,422
Excelsior Effective Date	$66,625	$70,132	$70,961	$71,793	$72,623	$73,455	$74,285	$75,116	$75,947	$76,778	$77,607	$78,439
1/1/2023	$68,291	$71,885	$72,735	$73,588	$74,439	$75,291	$76,142	$76,994	$77,846	$78,697	$79,547	$80,400
1/1/2024	$69,998	$73,682	$74,553	$75,428	$76,300	$77,173	$78,046	$78,919	$79,792	$80,664	$81,536	$82,410
1/1/2025	$71,748	$75,524	$76,417	$77,314	$78,208	$79,102	$79,997	$80,892	$81,787	$82,681	$83,574	$84,470

APPENDIX A (Continued)

Probation Supervisor

	Entry	Full	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1/1/2021	$73,033	$76,877	$77,657	$78,435	$79,215	$79,995	$80,774	$81,553	$82,332	$83,111	$83,891	$84,670
1/1/2022	$74,859	$78,799	$79,598	$80,396	$81,195	$81,995	$82,793	$83,592	$84,390	$85,189	$85,988	$86,787
Excelsior Effective Date	$77,853	$81,951	$82,782	$83,612	$84,443	$85,275	$86,105	$86,936	$87,766	$88,597	$89,428	$90,258
1/1/2023	$79,800	$84,000	$84,852	$85,702	$86,554	$87,407	$88,258	$89,109	$89,960	$90,812	$91,664	$92,514
1/1/2024	$81,795	$86,100	$86,973	$87,845	$88,718	$89,592	$90,464	$91,337	$92,209	$93,082	$93,956	$94,827
1/1/2025	$83,840	$88,253	$89,147	$90,041	$90,936	$91,832	$92,726	$93,620	$94,514	$95,409	$96,305	$97,198

NOTES:

Probation Officer Titles that currently have salaries over the salary schedule will receive any increases based on their current salary and not the schedule; any employee being promoted or demoted will go to their respective step on the salary schedule.

Step Increases are given on January 1 following the year of completion.