

MEMORANDUM OF AGREEMENT

By and Between the

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

and the

*Teamsters Local 445
International Brotherhood of Teamsters
(hereinafter referred to as the "Teamsters" or "Union")*

WHEREAS, the County and the Teamsters are parties to a Collective Bargaining Agreement for a term which expired on December 31, 2017; and

WHEREAS, the County and the Teamsters have been engaged in collective bargaining which has led to a mutual understanding between the County and the Teamsters for the terms and conditions of employment for a Successor Agreement; and

WHEREAS, the County and the Teamsters are desirous of reducing that mutual understanding to a written document.

NOW, THEREFORE, the County and the Teamsters 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 Teamsters Local 445 and by the County Legislature of the County of Sullivan.
3. The new Agreement will be effective January 1, 2018 through December 31, 2019.

4. **Article III, "Compensation", Section 302** shall be amended to read as follows:

302. *Effective January 1, 2018, annual salaries shall be increased by one thousand five hundred dollars (\$1,500.00).

*Effective January 1, 2019, employees whose hourly wage is less than fifteen dollars (\$15.00) per hour will be increased to an hourly wage of fifteen dollars (\$15.00) per hour.

*Effective January 1, 2019, annual salaries shall be increased by one thousand five hundred dollars (\$1,500.00).

(NOTE: The January 1, 2018 \$1,500 base wage adjustment, the \$15.00 per hour upgrade effective January 1, 2019 and the \$1,500 base wage adjustment effective January 1, 2019 shall be fully retroactive such that overtime earned during the period covered by the respective increases shall also be calculated and retroactive.)

(Note: It is understood and agreed that the \$15.00 upgrade effective January 1, 2019 will be effective prior to the \$1500 increase effective January 1, 2019)

*Retroactive payments will be made to bargaining unit members on the payroll as of the date of ratification by the membership or to individuals who have retired on or after January 1, 2018 up to the date of ratification by the membership.

Starting salaries for all employees hired after September 1, 2010 shall be 90% of the salary schedule for a period of two years.

5. **Article III, "Compensation"** shall be amended by adding a new Section to be Section 303, which shall read as follows:

303. Effective March 1, 2019, employees in the titles listed in Appendix 1 attached hereto will receive a five percent (5%) upgrade.

6. **Article III, "Compensation"** shall be amended by moving the last full paragraph currently in paragraph 302 to become the first full paragraph in paragraph 304, which shall read as follows:

304. Upon promotion, an employee shall receive either the entry salary rate of the position to which such employee is promoted or an increase equal to eight percent (8%) of the salary of the position from which such employee is promoted if the promotion is a one grade promotion or an increase equal to twelve percent (12%) of the salary of the position from

which such employee is promoted if the promotion is two or more grades, whichever is greater.

An employee who returns to a lower level position from a higher level position for whatever reason shall be paid the salary in the lower level position they would have received had they remained in that position.

7. Effective January 1, 2019, **Article XII, "Meal Allowance and Other Expenses"** shall be amended by adding a new Section to be Section 12.05 which shall read as follows:

12.05 Employees employed in the 911 Emergency Center shall have meal allowances increased to \$10.00.

Employees employed in the 911 Emergency Center shall receive a \$25.00 stipend for call-ins during emergency situations as per section 1602.

Employees employed in the 911 Emergency Center shall receive a minimum call-in pay in the amount of three (3) hours during emergency situations as per section 1602.

8. Effective January 1, 2019, **Article III, "Compensation", Section 306** shall be amended as follows:

306. The Employer shall provide stipends in addition to regular compensation for employees who perform interpreting services in connection with their employment with the County. Interpreting services will be provided by a recipient in any County Department. Stipends shall be paid in accordance with the following provisions:

LEVEL I PROFICIENCY: Any employee who performs interpretation services to the satisfaction of the Department Head and who is approved by the County Manager or his designee is eligible to receive the Level I stipend in the amount of two thousand dollars (\$2,000.00) per year.

LEVEL II PROFICIENCY: Any employee who performs interpretation services to the satisfaction of the Department Head and who is appointed to a position designated by the County Manager or his designee as a Professional Service position is eligible to receive the Level II stipend in the amount of three thousand dollars (\$3,000.00) per year.

Any employee who tests proficient in two languages or more, as determined by the County, shall be eligible to receive two (2) Level I stipends.

9. Effective May 1, 2019, **Article XIX, "Pensions and Health Insurance"**,

Section 1904 shall be amended to read as follows and Section 1905 will be DELETED:

1904. Employees employed before May 1, 2019 shall be eligible to enroll in the New York State sponsored plan known as NYSHIP Empire Plan, including medical and psychiatric enhancements or the substantial equivalent. Employees hired or transferred into the unit on or after May 1, 2019 shall be eligible to enroll in the New York State sponsored plan known as NYSHIP Excelsior Plan.

10. Effective May 1, 2019, **Article XIX, "Pensions and Health Insurance"**,

Section 1906 a and b shall be amended by adding a sentence to each Section, which shall read as follows:

Employees hired or transferred into the unit on or after May 1, 2019 who elect to enroll in the NYSHIP Excelsior Plan or any future plan offered shall contribute fifteen percent (15%) of the health insurance premium.

11. Effective May 1, 2019, **Article XIX, "Pensions and Health Insurance"** shall be amended by adding a new Section, which shall be Section 1909 and shall read as follows:

1909. In the event that an employee is on an unpaid 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 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.

12. Effective January 1, 2019 (and payable in 2020), **Article XIX, "Pensions and Health Insurance"**, **Section 1907.b.vi** shall be amended to read as follows:

1907. Effective January 1, 2019 (payable in 2020), an employee who is entitled to individual coverage who opts out of that coverage and an employee who is entitled to family coverage but opts only to

take individual coverage shall be entitled to an “individual” opt out payment according to the chart below. An employee who is entitled to family coverage who opts out completely will be entitled to a family buyout according to the chart below. No employee shall be eligible to receive such payment unless the employee shall have presented proof to the Director of Risk Management that such employee and such employee’s eligible dependents are covered by a comparable plan of medical and health insurance benefits for the entire year that such employee elected not to be covered by the plan of medical and health insurance benefits provided by the employer. Proof must be received in the office of the Director of Risk Management no later than January 31st. All buyouts must be annually on a calendar year.

*Number of Buyouts	Individual	Family
34 or less	\$750	\$1,500
35-37	\$1,250	\$2,500
38-41	\$1,875	\$3,750
42-45	\$2,500	\$5,000
46-49	\$3,000	\$6,000
50-54	\$3,500	\$7,000
55-59	\$4,250	\$8,500
60-64	\$4,750	\$9,500
65 or more	\$5,000	\$10,000

*the number of buyouts contained in the chart above is specific to the buyouts for members of the Teamster Main Unit only.

13. Effective January 1, 2019, **Article XIV, “Leaves”, Section 1425** shall be amended to read as follows:

1425. All personal leave days indicated in Section 1420, 1421, 1422, 1423 and 1424 shall be used not later than December 31st of the calendar year in which such credit is made and, in the event such personal leave days are not used, they shall be credited to the employees’ sick leave unless the employee notifies the Payroll Department on or before the last work day of the calendar year that they wish to roll their unused personal leave into vacation. In which event, personal leave will be credited to vacation at a half-time rate.

14. Effective January 1, 2019, **Article XIV, “Leaves”, Section 1412** shall be amended by adding a new sentence to read as follows:

In addition, employees who can demonstrate to the satisfaction of the County that they are the primary caregiver of a sibling may utilize sick leave while caring for a sibling who is sick and in need of the employee's care during their normal working hours. This provision does not change eligibility requirements for FMLA leave.

15. Effective January 1, 2019, **Article XV, "Bereavement Leave", Section 1501**

shall be amended by amending the last sentence to read as follows:

Bereavement leave of two (2) days with pay shall be granted in the event of the death of the following persons:

Grandparent-in-law, brother-in-law/sister-in-law, son-in-law/daughter-in-law, step-parents and step-children.

16. Effective May 1, 2019, **Article IV, "Work Day, Work Week and Overtime",**

Section 406 shall be amended to read as follows:

406. For purpose of this Agreement, vacation, personal, sick, holidays and compensatory time, unless rescheduled at the request of the employee, shall be treated as time worked for the computation of overtime.

17. Effective January 1, 2019, **Article IV, "Work Day, Work Week and**

Overtime", shall be amended by adding a new Section as follows:

413 Subject to the approval of the Commissioner of Public Works Transportation Drivers may be afforded a one-half hour lunch period.

18. Effective January 1, 2019, **Article VIII, "Good and Welfare", Section 8.05**

shall be amended to read as follows:

805. **Flex-Time**

For the purposes of this agreement, flex time may be authorized in writing, in a case by case basis, by the Commissioner or Department Head as follows:

- a. If an employee seeks to flex time for personal reasons, they may, provided they receive prior written approval from the

Commissioner or Department Head and that the amount of time flexed in any given week does not exceed two (2) hours.

- b. In the event that the needs of the department requires an employee to work a schedule outside of the contracted work schedule, the Commissioner or Department Head may authorize a flex work schedule in excess of the two hour limitation provided in paragraph “a” above.
- c. In the event that the Commissioner or Department Head or designee is notified by the employee that he/she missed his/her lunch break as a result of an unforeseen work related incident, the Commissioner or Department Head or designee can authorize said employee to work a schedule to accommodate a lunch at a nontraditional time, including leaving at the end of their shift early to accommodate for said lunch break. This provision shall only be applicable on an occasional basis and must be fully documented indicating the reason why the employee was unable to take a lunch break.

19. Effective January 1, 2019, **Article II, “Recognition, Dues Deduction, Agency**

Shop”, Section 208 shall be amended to read as follows:

- 208. The County agrees to provide a quarterly report to Teamsters Local 445 containing a listing of the names of all bargaining unit members, together with their department, who have not authorized a membership dues deduction.

20. Effective May 1, 2019, **Article XXXII, “Miscellaneous Provision”** shall be amended by adding a new Section which shall be Section 3210 and shall as follows:

- 3210. Effective May 1, 2019, a member of the bargaining unit taking a promotional civil service exam shall have the test fee waived.

21. Effective May 1, 2019, **Article XXXII, “Miscellaneous Provision”** shall be amended by adding a new Section which shall be Section 3211 and shall read as follows:

- 3211. In the case of inclement weather, on a case by case basis, applicable only to non-essential staff, the County Manager can determine those employees who may be able to use accumulated sick leave for an absence due to inclement weather.

This Section is not subject to Article XXI, “Grievances.”

22. Effective January 1, 2019, **Article XXXII, "Miscellaneous Provision"**, shall be amended by adding a new Section which shall be Section 3212 and shall read as follows:

3212. In the event a Department Head's position shall become vacant by reason of death, resignation or termination, and in the further event that no replacement Department Head shall be designated within 90 calendar days of the vacancy and a member of the bargaining unit is designated by the County Manager as the Acting Department Head and said designee performs the duties of the former Department Head during the period of such vacancy lasting for more than 90 days, then, commencing on the 91st day and retroactively from the date said bargaining unit member assumed the duties of the Acting Department Head, said bargaining unit member shall be paid at the rate designated in the then current budget for the Department Head instead of his/her salary. Such appointment shall continue unless terminated by the County Manager or until a permanent Department Head has been appointed.

In the event a Department Head shall not be able to perform his/her duties by reason of a documented, extended illness, injury or disability, for a continuous period of time in excess of ninety (90) calendar days exclusive of any vacation and personal leave, and in the further event that during such period of absence a member of the bargaining unit is designated by the County Manager as the Acting Department Head and said designee performs the duties of the Department Head, then, from the ninety-first (91st) calendar day of such continuous absence until the return of the Department Head, said bargaining unit member shall be paid at the rate designated in the then current budget for the Department Head in lieu of his/her salary provided, however, that the Department Head's continued absence beyond the sixtieth (60th) continuous calendar day shall likewise be documented to the County as being due to such extended illness, injury or disability.

23. Effective January 1, 2019, Section 1203 shall be amended to read as follows:

1203. Nonresident Infirmary employees who have been entitled to a free meal heretofore shall continue to enjoy this entitlement during the term of this Agreement. **Effective January 1, 2019, employees who work doubles will be allowed an extra meal. An employee who is held over from a full shift for a full half of an additional shift shall be entitled to an additional meal that they may eat during their 15 minute break.**

24. Effective upon ratification, Section 3207 shall be amended to read as follows:

3207. Employees shall be required to wear clothing to work which is suitable to their work assignments. Under no circumstances are sweatpants, short-shorts, halters, or tank tops considered suitable. **Couriers are allowed to wear Bermuda length shorts.**

25. Effective January 1, 2019, section 1204 shall be amended to read as follows:

1204. During each year of this agreement, employees who are required by the Employer and authorized by the department head to wear full or partial uniforms will be reimbursed every six (6) months at the rates set as follows:

Full Uniforms: \$675.00 per year, payable at \$337.50 every six months
Partial Uniform: \$475.00 per year, payable at \$237.50 every six months.

Effective January 1, 2014, Full Uniforms: Seven hundred and seventy five (\$775.00) dollars per year, payable at three hundred and eighty seven dollars and fifty cents (\$387.50); Partial Uniforms: Five hundred and seventy five (\$575.00) dollars per year, payable at two hundred eighty-seven dollars and fifty cents (287.50) every six months. Any employee working less than six months, or on a leave of absence, shall receive a prorated share of the full uniform allowance for the six month period. Clothing allowance shall be payable in May and November.

Effective January 1, 2004, drivers in the Transportation Department will be included in this Section.

Uniform reimbursement rates will be paid to part-time employees using the following schedule:

Employees who work two (2) days per week on a regular basis:
40% of applicable uniform rate

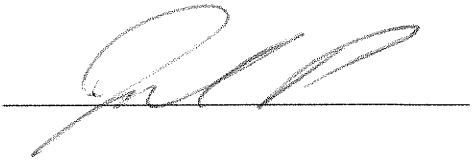
Employees who work three (3) days per week on a regular basis:
60% of applicable uniform rate

Employees who work four (4) or five (5) days per week on a regular basis:
100% of applicable uniform rate.

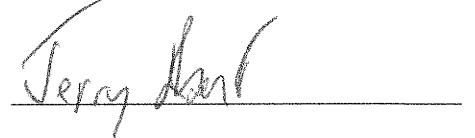
Effective January 1, 2019, Full Uniforms: Eight hundred and fifty (\$850.00) dollars per year, payable at Four hundred and twenty five (\$425.00) dollars; Partial Uniforms: Six hundred and fifty (\$650.00) dollars per year, payable at three hundred fifty (\$350.00) dollars every six months. Any employee working less than six months, or on a leave of absence, shall receive a prorated share of the full uniform allowance for the six month period. Clothing allowance shall be payable in May and November.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of April, 2019.

COUNTY OF SULLIVAN

By: 

**TEAMSTERS LOCAL 445,
INTERNATIONAL BROTHERHOOD
OF TEAMSTERS**

By: 

APPENDIX 1

1. 03/01/2019 5% Upgrades for the following titles:
 - a. Account Clerk
 - b. Account Clerk/Database
 - c. Account Clerk/Typist
 - d. Addiction Services Counselor I
 - e. Addiction Services Counselor II
 - f. Addiction Services Counselor III
 - g. Aging Services Specialists
 - h. Audit Clerk
 - i. Case Supervisor
 - j. Clerk
 - k. Clerk TFT
 - l. Clinical Program Coordinator
 - m. Clinical Program Manager
 - n. Coroner/County Clerk Aide
 - o. County Clerk Worker I
 - p. County Clerk Worker II
 - q. County Clerk Worker III
 - r. Database Clerk
 - s. Home Health Aide
 - t. Medical Coder and Billing Specialist
 - u. Principal Account Clerk
 - v. Record Accounting and Medical Billing Data Management Specialist
 - w. Records Management Clerk
 - x. Records Management Tech
 - y. Senior Account Clerk
 - z. Senior Account Clerk/Database
 - aa. Senior Account Clerk/Typist
 - bb. Senior Audit Clerk
 - cc. Senior Database Clerk
 - dd. Senior Typist
 - ee. Social Welfare Examiner
 - ff. Special Investigations Unit Coordinator
 - gg. Supply and Inventory Control Clerk
 - hh. Tax Clerk II
 - ii. Typist
 - jj. Point of Entry Coordinator
 - kk. Senior Social Welfare Examiner
 - ll. Principal Social Welfare Examiner
 - mm. Head Social Welfare Examiner
 - nn. Principal Account Clerk/Database Specialist