

MEMORANDUM OF AGREEMENT

By and between

The County of Sullivan

AND

**The Sullivan County Unit, Teamsters local445,
International Brotherhood of Teamsters**

The County of Sullivan will hereinafter be designated as the “Employer, and the Sullivan County Unit, Teamsters Local 445, International Brotherhood of Teamsters will hereinafter be designated as the “Union” or “Local 445.”

Whereas, the parties have been engaged in negotiations Since December 17, 2003, for a Successor Agreement to the one which expires on December 31, 2003; and

Whereas, as a result of those negotiations, the parties have reached a tentative agreement and are desirous of reducing that agreement to writing, which agreement shall be subject to ratification by the membership of Local 445 and the Sullivan County Legislature.

1. Section 201n of the current Agreement shall be deleted in its entirety and replaced with the following Clause:

201. The Employer recognizes the Union as the sole and exclusive representative of all provisional, probationary and permanent employees of the Employer except the employees of the Nurses’ unit, represented by the New York State Nurses Association, Department of Public Works Unit, Department of Public Works Supervisory Unit, Sheriff’s Department, Sullivan County Community College Administration and faculty, Elected and Appointed Officials, Director of rehabilitation Services Administrator of the Adult Care Center, Director of Nursing Services, Nursing Home Medical Director, Deputy Administrator of the Adult Care Center, Fiscal Administrative Officers, Deputy Commissioners of Elections (2), Commissioners of Elections (2), One Stop Manager, Director of Employment and Training, Fire Coordinator, Confidential Secretary to the County Attorney, Assistant County Attorneys, Special Counsel – Workers

Compensation, Deputy Clerk to the Legislature, Legislative Secretary, Clerk to the legislature, Executive Assistant to the County Manager, Deputy county Treasurer, Deputy Director of Community Services, Director of Community Services, Social Services Attorneys, Commissioner of Family Services, Commissioner of the Division of Health and family Services, Director of Social Services, Social Services Intervention and Outreach Coordinator, Coordinator of Child Support enforcement Unit, Deputy Commissioner of Family Services (Social Services), Director of medical Assistance, Director of Temporary Assistance, Deputy Director Child Services (Social Services), Director of investigations, Director of parks, Recreation, and Beautification programs, garage Superintendent, Executive Secretary to the Director of Public Works, Director of operations, Commissioner of Public Works, Director of Solid Waste Management, Municipal Supervisor of Weights and Measurements/Safety Coordinator, Engineering Supervisor, Senior Fiscal Administrative Officer, Road Maintenance Superintendent, Facilities Bridge Superintendent, Chief Emergency Services Dispatcher, E-911 Coordinator, Client Support Technician I, (1), Director of Operations and Network Administration, Chief Information Officer, Assistant Director of Aging Services, Director of Aging Services, Staff Auditor, County Auditor, Deputy County Clerk I, Deputy County Clerk II, Assistant District Attorneys, Confidential Secretary to the District Attorney, District Attorney Investigator (2), Commissioner of Financial Management, Administrative Assistant to the Commissioner of Financial Management, Principal payroll Clerk (2), Personnel Assistant (2), Senior Personnel Assistant, Administrative Assistant to the Commissioner of Personnel, Assistant Personnel Officer, Personal technician, Commissioner of Personnel, Personnel/Payroll Technician, Director of Purchasing, Commissioner of General Services, County Historian, Commissioner of Planning and Community Development, agricultural Economic Development Specialist, Economic Development Program Supervisor, Community Development Supervisor/Economic Development, Community Development and Grants Supervisor, Probation Director II, Administrative Secretary to the Public Health Director, Director of Patient Services, Public Health Director, Director of real Property Administration, Director of real Property tax Services III, tax Map Supervisor, Assistant Director of Risk Management and Insurance, Director of Risk Management and Insurance,, Under Sheriff, Jail Administrator, Correction Lieutenant (2), Chief Civil Officer, Confidential Secretary to the Sheriff, transportation Supervisor, Assistant Director Veteran's Service Agency, Director Veteran's Services Agency, Director Youth Services, and all persons

employed under the Senior Community Services Employment Program (Title V of Older Americans Act-USC 3001). The numbers in parenthesis represents the number of employees now in such jobs. In the event that additional employees are required to fill such jobs in excess of the number herein specified, the Employer and the Union Shall convene the committee to examine and determine the exclusion of such additional employees.

Excluding all employees represented by the Professional Staff Association (PSA) as of January 1, 2003 and those appropriately placed in that bargaining unit thereafter, and the faculty and administration of Sullivan Community College, the president, Vice President for Academic and Student Affairs, Vice president of Administration Services, Dean of Enrollment Management and Student Development Services, Dean of Workforce Development, Continuing Education and Lifelong learning, Assistant to the Vice President for Evening and Weekend College, Executive Assistant to the president, Assistant Vice President for Academic and Student Affairs, Assistant to the Vice President for Finance/Controller, Assistant to the Vice president of Administrative Services, Director of Public Relations, Director of Grants and Resource Development, Grants Writer, Director of Human Resources, Director of International research, Director of Resource Development and Community Outreach, Senior Administrative Associate to the President, Senior Administrative Associate to the Vice President of Administrative Services, Administrative Associate to the Director of Human Resources, Human Resources Assistant, and Administrative Associate to the Dean of Enrollment Management and Student Developmental Services.

2. Delete **Section 202.2(a)**, which reads as follows

(a) retirement Enrollment-employees opting to enroll in the Retirement System shall receive service credit based upon the hours worked as reported by the employees on their Time/Attendance Report.

Re-letter Current paragraphs (b) and (c) to (a) and (b).

3. **Section 208** of Collective bargaining Agreement shall be amended to read as follows:

The employer shall deduct from the wages of each employee who is not a member of the Union an agency shop fee in accordance

with the provisions of Section 208(3)(b) of the Civil Service Law. Such agency shop fee shall be deducted from the wages of such employee within thirty (30) days of the date of employment. Agency Shop fees shall be deducted and paid in accordance with Section 206 hereof, and the county will separately designate at the time of deduction, union dues and agency shop deductions.

4. **Section 602.4**, shall be amended to read as follows:

An Employee shall retain his right to recall pursuant to Rule XVII of the Civil Service Rules and Appendix Listing for the classified service of Sullivan County and New York State Civil Service Law and Rules.

(The Rule XVII entitles Reinstatement at page 11 and the top of page 12 shall be deleted from the agreement, and current Civil Services Rule (as amended from time to time) will apply.)

5. Effective January 1, 2004, drivers in the Transportation Department and Maintenance staff at Sullivan County Community College will be included in the Uniform allowance policy set forth in Section 1204 of the Collective Bargaining Agreement.

Eliminate 3205.

6. **Section 1802** of the current Collective Bargaining Agreement shall be amended by amending the third sentence to read as follows:

In a case where unpaid leave of absence is requested by an employee for health or medical reasons and where the employees is not receiving a workers compensation or state disability benefit, all sick leave accruals must be exhausted prior to the approval of such request.

7. **Section 1803** shall be amended to read as follow:

Notwithstanding anything to the contrary contained in this Agreement, any employee absent from work without authorization for fourteen (14) consecutive calendar days or an employee who fails to report back to work after fourteen (14) calendar days at the end of the approved leave will be deemed to have resigned from his or her position if the employee has not personally contacted the employee's department head or department head's designee on or

before the fifteenth (15) calendar day following the commencement of such period of absence without authorization.

8. **Section 1907** shall be amended by deleting the phrase “Sullivan County Treasurer” and inserting the phrase “Employee Benefits Administrator.”

9. **Section 1905, paragraph (a) and (b)** shall be amended by adding a new paragraph which shall read as follows:

Effective the day after ratification of this memorandum of Agreement by the teamsters, employees hired on or after that date shall contribute ten percent (10%) annually toward the cost of health insurance coverage, including dental and vision to the extent of eligibility for that coverage.

10. Delete **Section 1909**.

11. **Section 1906**, shall be amended to read as follows:

Health Maintenance Organizations. The employer agrees to continue offering health maintenance organization options to the eligible employees of the bargaining unit provided that the options available on December 31, 2004 continue to be offered by the providers. Effective January 1, 2005, co-payments for office visits will be \$15.00 and prescription drug coverage will be a 3-tier program of \$10.00/\$20.00/\$30.00. In the event that any of the providers discontinue the options available in December 31, 2004, or other reasonable alternatives become available, the parties shall meet and confer concerning additional health maintenance organization options which may be offered to the employees and their families.

12. All employees will be provided with identification badges which will be initially provided at the employer’s cost. If the badge is misplaced or lost, the employee will pay the cost of replacement through either cash payments or if no cash payment is made, the employer may retrieve the cost of replacement by payroll deduction.

Insert under Section 3205:

Employees shall be required to wear clothing to work which is suitable to their work assignments. Under no circumstances are sweat pants, short-shorts, halters, or tank tops considered suitable.

13. All references to the Personnel Officers or Personnel Directors contained in the Collective Bargaining Agreement shall be changed to read "Commissioner of Personnel."

14. **Section 2302**, shall be amended by adding the phrase "sexual orientation" after the word "disability."

15. **Section 302**, shall be deleted and shall be replaced with the following language:

Effective January 1, 2004, annual salaries shall be increased by two percent (2%). In order to be eligible for retroactive payment, employees must be on the payroll as of November 1, 2004.

Effective January 1, 2005, annual salaries shall be increased by two and one-half percent (2 1/2%).

Effective January 1, 2006, annual salaries shall be increased by one and one-half percent (1 1/2%).

Effective July 1, 2006, annual salaries shall be increased by one and one-half percent (1 1/2%).

Effective January 1, 2007, annual salaries shall be increased by one and one-half percent (1 1/2%).

Effective July 1, 2006, annual salaries shall be increased by one and one-half percent (1 1/2%).

16. Effective November 1, 2004, **Section 305** shall be amended by increasing the rate of shift differential from eighty cents (.80) per hour to ninety cents (.90) per hour.

17. **Section 306** shall be modified effective July 1, 2004 by combining the language in Level I Proficiency and Level II Proficiency, which will be designated Level I Proficiency and shall provide for a \$1,500.00 per year stipend. The language in Level III Proficiency shall remain the same.

Effective January 1, 2005, a new section shall be read as follows:

Individuals employed in the title of Staff Social Worker I and Staff Social Worker II who have a certified Alcohol and Substance Abuse Counselor Certificate shall receive a stipend of \$1,000.00 annually, which stipend shall be added to their base salary.

18. **Section 401**, shall be amended to read as follows:

Section 401, Normal Work Week. Except as hereinafter provided, the work week of all employees shall be five (5) days, Monday through Friday, seven (7) hours per day, thirty-five (35) hours per week. The normal hours of employment shall be between 9:00 a.m. and 5:00 p.m.' However, where the county needs dictate, employees may begin work no earlier than 8:00 a.m. Deviations from 9:00 a.m. start must be approved by the Department Head, the Commissioner of Personnel, and the County Manager. Two (2) Fifteen (15) minute paid breaks are normal operating procedures; however, if circumstances dictate that the break(s) cannot be taken; there shall be no additional compensation or time given to the affected employee(s).

19. **Section 403(b)** shall be amended to read as follows:

(b) Section 401 shall not apply to employees of the Sullivan County Emergency Control Center whose work schedule shall be four (4) days on two (2) days off, in three shifts. All full time Emergency Service Dispatchers and Senior Emergency Services Dispatchers shall bid work shifts annually in seniority order. Bids shall be due December 15th and to into effect January 1st of each year. This policy shall not prevent employees from mutually agreed to swapping of shifts. If more than one employee volunteers to swap, the most senior employees shall be afforded the opportunity to swap. If a vacancy arises between bids it shall be bid upon internally. All vacancies shall be posted for at least eight (8) days. The schedule work shift shall be eight (8) hours. All full-time employees are guaranteed a minimum of 2080 hours per annum. In a given calendar year, all 14 holidays/RDO's will be configured into the employees work schedule. Any employee whose total annual hours falls below 2080 hours shall pay back the difference (twenty-four (24) or thirty-two (32) hours dependent upon how each calendar year/payroll period falls) to the County by use of accrued personal, compensated or vacation time. The supervisor of the

Sullivan County Emergency Control Center shall be responsible for keeping accurate records of RDO's, accrued time and time owed.

20. **Section 1202** shall be amended to provide that effective January 1, 2005, the breakfast allowance shall be changed to \$4.00, and the "other meal" allowance shall be changed to \$7.50.

21. A new section to be **Section 1304** shall be added to the contract, which shall read:

Employees who are approved to work on the day after Thanksgiving will be paid at the rate of time and one-half for all hours worked on that day, excluding employees working in 24/7 operations (i.e. Adult Day Care Center, Emergency Control Center, etc.).

22. **Section 1407** shall be amended by adding a new sentence at the end, which shall read as follows:

Employees shall be notified in writing no more than fifteen (15) days after the established submission date as to whether their vacation request has been approved or denied.

23. **Section 1902** shall be amended effective January 1, 2005, to provide that an employee shall receive a sum equal to fifty percent (50%) of the employee's daily rate of pay instead of the current twenty-five percent (25%).

24. **Section 1906** shall be amended by adding a new sentence which shall read as follows:

Employees Covered under said plan will have the option to change plans immediately of permitted by both carriers involved in the change.

25. **Section 2305** shall be amended to read as follows:

2305. The Union shall have the right to hold meetings in the County Government Center for the purpose of general Union purposes. Such meetings shall not be held for political purposes. The Chief Steward or his/her designee shall make a request to the

Clerk or Deputy Clerk to the County Legislature for access to the building a reasonable time before the date and time of the meeting. If there is no prior commitment for use of the facility by any other organization, such request shall be granted. A Union Steward or a designee of the Union shall be afforded an opportunity to meet with all new members of the bargaining unit for up to one-half (1.2) hour during the first two (2) weeks of employment. When feasible, group meetings with new employees shall be used rather than several individual meetings. The Purpose of the meeting is to provide new members of the bargaining unit and orientation with regard to the Union.