

MEMORANDUM OF AGREEMENT

By and Between

*The County of Montgomery
and
The Montgomery County Sheriff
("Employer")*

And

*The Montgomery County Deputy Sheriff's
Police Benevolent Association, Inc.
("Association")*

The January 1, 2009 through December 31, 2012 Collective Bargaining Agreement by and between the parties is hereby modified as follows. All other provisions remain unchanged except modification of dates where applicable.

1. **Term of Agreement.** January 1, 2013 through December 31, 2017.
2. **Article 6, Compensation, Section 1.a.** - Salary schedules are annexed hereto as Appendix A. The increases for January 1, 2013 and January 1, 2014 shall be applied to the schedule but payment shall not begin or start to be paid until January 1, 2015. All employees shall continue to be paid pursuant to the schedule as of January 1, 2012, including any Step movement or promotion in Grade. Effective January 1, 2015, all employees shall be paid pursuant to the schedules.

Pursuant to Article 6, Section 1.b of the Collective Bargaining Agreement, retroactive payments shall be made to those employees on the payroll on the date of ratification by the Montgomery County Legislature.

3. **Article 7, On-Call Duty Officer - Lieutenant(s).** Modify second paragraph to provide as follows:

When performing such "Duty Officer" on call duties, Lieutenant will receive one (1) full comp day to be used prior to the accumulation of their next comp day earned from "Duty Officer" duty. Effective January 1, 2017, the Lieutenant shall receive one and one-half (1 ½) compensatory days. The Lieutenant shall not carry forward more than 2 accrued compensatory days at any given time. Upon ratification of the contract the accrued days for 2017 shall be used within two months.

4. **Article 7, On-Call Duty Officer - Investigator(s).** Modify second paragraph that effective January 1, 2017, the Investigator(s) on-call shall be \$275 per week.

5. **Article 9, Uniforms.** Modify Section 3 to provide that the uniform allowance shall be increased to \$375.00 effective January 1, 2017. January 1, 2017- December 31, 2017 receipts will be waived. Beginning on January 1, 2018 Article 9 section 3 requirements will apply.

6. **Article 14, Sick Leave, Section 15.** A bargaining unit member who does not use any sick leave in a calendar year shall be paid \$500.00, which payment shall be made in January of the following year. A bargaining unit member who uses one (1) sick day in the calendar year shall be paid \$250.00, which payment shall be made in January of the following year. A bargaining unit member who uses more than one (1) sick day shall receive no payment.

Effective January 1, 2017, employees shall receive \$350.00 for each six-month period (January – June; July – December) in which they do not use sick leave, which payment shall be made in January of the following year.

7. **Article 18, Insurance, Section 5, Retiree Health Insurance.**

An employee who retires, with a pension pursuant to the New York State Retirement System, directly from the County on or after January 1, 2013, shall receive the same health insurance as provided in the Montgomery County Self Insurance Plan, or a successor, which shall include prescription drugs as provided to bargaining unit employees, or an optional

alternate health insurance plan also provided to the bargaining unit employees, which selection shall be at the retiree's option. In order to be eligible for retiree health insurance, an employee must have been employed by the County for a minimum of ten (10) years of full-time employment immediately prior to retiring from the County with a pension. Upon becoming Medicare eligible, the retiree must enroll in the County's Medicare Advantage/Supplement Plan.

The County shall pay seventy-five percent (75%) of the cost of the premium for the retiree (individual) and fifty percent (50%) of the cost of the premium for the dependent, if elected. Employees contemplating retirement should contact the County Personnel Officer for exact calculations.

8. Upon mutual ratification of the Memorandum of Agreement, the PBA agrees to withdraw PERB Improper Practice Charge Case Number U-36114.

9. Within 30 days of ratification, all employees shall be paid by mandatory direct deposit.

10. The parties agree to implement Random Drug and Alcohol Testing and discuss the procedures in Labor Management.

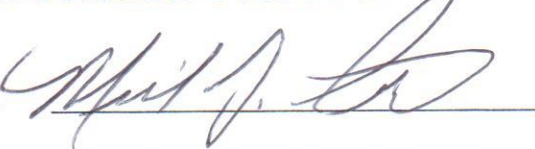
Dated: April 5, 2018

COUNTY OF MONTGOMERY

By: 

Dated: April 5, 2018

MONTGOMERY COUNTY SHERIFF

By: 

Dated: April 5, 2018

**MONTGOMERY COUNTY DEPUTY
SHERIFF'S POLICE BENEVOLENT
ASSOCIATION**

By: 

PBA 1/1/2012 *1/1/2013 1/1/2014 1/1/2015 1/1/2016 1/1/2017 7/1/2017
 .00% 1.75% 1.75% 2.25% 2.25% 1.50% 1.00%

Base	18	A	38,829	39,509	40,200	41,105	42,030	42,660	43,087
Base	18								
1st	1.25%	*	44,984	45,771	46,572	47,620	48,691	49,421	49,915
2nd	1.25%	*	45,434	46,343	47,154	48,215	49,300	50,039	50,539
3rd	1.25%	*	45,884	46,922	47,743	48,818	49,916	50,664	51,171
4th	2.00%	*	46,334	47,509	48,340	49,428	50,540	51,297	51,811
5-9	2.50%	*	46,783	48,459	49,307	50,417	51,551	52,323	53,106
10-13	2.50%	*	48,133	49,670	50,540	51,677	52,840	53,631	54,699
14-17	2.50%	*	48,763	50,912	51,804	52,969	54,161	54,972	56,340
18-21	2.50%	*	49,392	52,185	53,099	54,293	55,515	56,346	58,171
22-24	2.50%	*	50,022	53,490	54,426	55,650	56,903	57,755	60,062
25+	2.50%	*	50,652	54,827	55,787	57,041	58,326	59,199	62,014
			51,282	56,198	57,182	58,467	59,784	60,679	64,029

Base	19	49,483	50,349	51,230	52,383	53,562	54,365	54,909
1st	1.25%	*	49,978	50,978	51,870	53,038	54,232	55,595
2nd	1.25%	*	50,473	51,615	52,518	53,701	54,910	56,290
3rd	1.25%	*	50,967	52,260	53,174	54,372	55,596	56,994
4th	2.00%	*	51,462	53,305	54,237	55,459	56,708	58,419
5-9	2.50%	*	52,947	54,638	55,593	56,845	58,126	59,998
10-13	2.50%	*	53,640	56,004	56,983	58,266	59,579	60,473
14-17	2.50%	*	54,332	57,404	58,408	59,723	61,068	61,985
18-21	2.50%	*	55,025	58,839	59,868	61,216	62,595	63,535
22-24	2.50%	*	55,718	60,310	61,365	62,746	64,160	65,123
25+	2.50%	*	56,411	61,818	62,899	64,315	65,764	66,751

Base	20	51,732	52,637	53,558	54,763	55,995	56,835	57,403
1st	1.25%	*	52,249	53,295	54,227	55,448	56,695	57,545
2nd	1.25%	*	52,767	53,961	54,905	56,141	57,404	58,264
3rd	1.25%	*	53,284	54,636	55,591	56,843	58,122	59,992
4th	2.00%	*	53,801	55,729	56,703	57,980	59,284	60,172
5-9	2.50%	*	55,353	57,122	58,121	59,430	60,766	61,676
10-13	2.50%	*	56,077	58,550	59,574	60,916	62,285	63,218
14-17	2.50%	*	56,802	60,014	61,063	62,439	63,842	64,798
18-21	2.50%	*	57,526	61,514	62,590	64,000	65,438	66,418
22-24	2.50%	*	58,250	63,052	64,155	65,600	67,074	68,078
25+	2.50%	*	58,974	64,628	65,759	67,240	68,751	69,780

*2012=Longevity Bucket Multipliers are as follows: 1=1.0%, 2=1.0%, 3=1.0% 4=1.0%, 5=1.4%, 6=1.4% 7=1.4%, 8=1.4%, 9=1.4% 10=1.4%
 *2017=Longevity Bucket Multipliers are as follows: 4=2.5%, 5=3.0%, 6=3.0% 7=3.25%, 8=3.25%, 9=3.25% 10=3.25%