

## **AGREEMENT**

Made and entered into this \_\_\_\_ day of April, 2022, by and between the **COUNTY OF SULLIVAN**, by and through its Legislature, with its offices located at County Government Center, 100 North Street, Monticello, New York 12701, hereinafter referred to as the “**COUNTY**,” and **ROEMER WALLENS GOLD & MINEAUX LLP**, Labor Relations Attorneys and Consultants, with its principal place of business located at 13 Columbia Circle, Albany, New York 12203, hereinafter referred to as “**ROEMER WALLENS GOLD & MINEAUX**.”

1. The **COUNTY** hereby retains and employs **ROEMER WALLENS GOLD & MINEAUX** as its Labor Relations Attorneys and Consultants to provide to the **COUNTY** the following professional services for the period of time hereinafter designated.

- (a) Comprehensive negotiating services as exemplified in Exhibit “A” which is attached hereto and made a part hereof (including impasse representation at fact-finding and interest arbitration, if necessary) for each of the following collective bargaining units in which terms and conditions of employment for the **COUNTY** and its employees are negotiated:

- i) Sheriff’s Department Road Patrol Unit (SCPBA)
- ii) Sheriff’s Department Correction Unit (CSEA)
- iii) Public Works Department – Rank and File (LIU Local 17)
- iv) Public Works Department – Supervisory (IBT Local 445)
- v) Nurses (NYSNA)
- vi) Main County Unit (IBT Local 445)

- (b) Consultations and advice regarding the **COUNTY’S** rights and liabilities in connection with:

- i) Civil Service Law
- ii) Taylor law
- iii) Fair Labor Standards Act
- iv) Public Officers Law
- v) Freedom of Information Law
- vi) Unemployment Insurance Law
- vii) Workers’ Compensation Law
- viii) Human Rights/Discrimination
- ix) Sexual Harassment Investigations
- x) Disability Benefits
- xi) Contract Administration and Enforcement
- xii) Grievances Filed Against Employer
- xiii) Employee Discipline Matters
- xiv) Work Rules
- xv) Layoff Procedures
- xvi) General Municipal Law
- xvii) Americans With Disabilities Act
- xviii) Family and Medical Leave Act
- xix) Omnibus Transportation Employee Testing Act of 1991 (CDL Drug Testing)

- xx) Pregnancy Discrimination Act
  - xxi) Appointment of Non-Unionized Employees and related matters
  - xxii) Such other laws, rules and regulations as may apply to the field of labor relations and personnel administration
- (c) Advice and representation in connection with:
- i) Initial steps of contract grievance procedure
  - ii) Pre-hearing matters before the Public Employment Relations Board (Improper Practice Charges, Managerial/Confidential Petitions, and Union representation challenges), including the preparation of pleadings (other than documents prepared in lieu of a hearing) and attendance at all pre-hearing conferences. Hearing preparation and settlement negotiations which lead to a settlement without a hearing are covered by paragraph 2 below.
  - iii) Attendance at relevant Labor/Management meetings and meetings of the Legislative body and committees thereof
- (d) Employee Counseling and Preparation of Discipline Charges.
- (e) Management and supervisory training in connection with employee corrective action, contract administration and other topics agreed upon by the parties in an amount not to exceed four (4) days per calendar year.
- (f) Periodic printed reports containing relevant information regarding public sector labor relations as obtained from Public Employment Relations Board decisions, New York State Court decisions, relevant Administrative agency decisions and other similar sources.

2. **ROEMER WALLENS GOLD & MINEAUX** hereby agrees that it will provide the **COUNTY**, as requested by the **COUNTY**, with those services not specifically covered by this Agreement, such as negotiating settlements of disciplinary matters, grievances and other matters upon request, representation at the final step in administrative disciplinary proceedings against employees, representation at the final step in contract grievance proceedings, representation at hearings before the Public Employment Relations Board, including the preparation of documents prepared in lieu of a hearing, hearing preparation and settlement negotiations, as well as representation in labor related litigation in New York and Federal Courts at the following rates:

- Partner and Senior Associate Attorney  
In years 2022 and 2023, the hourly rate will be \$260.00.  
In years 2024 and 2025, the hourly rate will be \$270.00.
- Associate Attorney  
In years 2022 and 2023, the hourly rate will be \$220.00.  
In years 2024 and 2025, the hourly rate will be \$230.00.
- Paralegal  
In years 2022 and 2023, the hourly rate will be \$135.00.  
In years 2024 and 2025, the hourly rate will be \$140.00.

The foregoing shall be exclusive of normal disbursements.

3. The **COUNTY** and **ROEMER WALLENS GOLD & MINEAUX** agree that those representatives of **ROEMER WALLENS GOLD & MINEAUX** who perform services pursuant to this Agreement shall be approved in advance by the **COUNTY**.

4. That in consideration of the foregoing, the **COUNTY** hereby agrees to compensate **ROEMER WALLENS GOLD & MINEAUX** (inclusive of normal disbursements) as follows:

- a) Six Thousand Dollars (\$6,000.00) per month from April 1, 2022 through March 31, 2023.
- b) Six Thousand Two Hundred Dollars (\$6,200.00) per month from April 1, 2023 through March 31, 2024.
- c) Six Thousand Four Hundred Dollars (\$6,400.00) per month from April 1, 2024 through March 31, 2025.

5. In accordance with our records retention policy, **ROEMER WALLENS GOLD & MINEAUX** will maintain all documents, papers and other items relating to our representation of the **COUNTY** pursuant to this retainer agreement (the "Records") for a period of four (4) years from the date **ROEMER WALLENS GOLD & MINEAUX** ceases providing the **COUNTY** with legal services hereunder. If the **COUNTY** desires to maintain the Records beyond that date, the **COUNTY** will need to retain its own copies or request the Records in writing before the end of the four (4) year period. After that time, all of the Records will be destroyed.

6. The term of this Agreement shall be from April 1, 2022, through March 31, 2025. The **COUNTY** may terminate this Agreement earlier than March 31, 2025, upon thirty (30) days' written notice from the **COUNTY** to **ROEMER WALLENS GOLD & MINEAUX**.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

**COUNTY OF SULLIVAN**

By: \_\_\_\_\_  
Joshua A. Potosek, County Manager

**ROEMER WALLENS GOLD & MINEAUX LLP**

By: \_\_\_\_\_  
James W. Roemer, Jr.

## EXHIBIT “A”

### NEGOTIATION SERVICES

#### A. Preparation for Negotiations

The need for thorough preparation prior to the commencement of actual bargaining is often overlooked. **ROEMER WALLENS GOLD & MINEAUX** believes that preparation is a key element in assuring a successful outcome to the negotiation process.

Preparation includes:

- Reviewing the existing contract and offering advice regarding suggested modifications
- Reviewing the existing work rules and practices
- Reviewing grievances filed and arbitration decisions
- Reviewing the demands presented by both Union and Management in the last negotiations
- Reviewing the history of other benefit changes over the past six years
- Reviewing the most recent settlements in similarly situated jurisdictions
- Meeting with first line supervisors to ascertain their needs - both changes to the existing contract, as well as the needed additions to the contract
- Meeting with senior officials to determine their needs and review the findings resulting from meetings with line supervisors

#### B. Preparation of Demands

This phase of the process is flexible and is adapted to the needs of each jurisdiction. Generally, **ROEMER WALLENS GOLD & MINEAUX** recommends that Labor Counsel prepare suggested demands and that those demands be reviewed by the **COUNTY** and modified to suit your needs.

#### C. Selection of Negotiating Team

**ROEMER WALLENS GOLD & MINEAUX** recommends that a cross-section of management representatives be appointed to the negotiating team so that the entire negotiating process can be “felt” at all levels of management. Managers appreciate the process to a much greater degree if they know and trust those who were directly involved.

#### **D. Participation in Negotiations**

The negotiations are made much easier by careful planning and research as typified in “A”, “B”, and “C” above. **ROEMER WALLENS GOLD & MINEAUX** will participate fully in all phases of negotiations including renegotiation preparatory sessions, face-to-face meetings at the bargaining table, management caucuses, and, if necessary, the impasse process. **ROEMER WALLENS GOLD & MINEAUX** will maintain a detailed record of the negotiations for use in future proceedings. Our services include representation through the impasse procedure.

#### **E. Communications**

Meetings with key management personnel will be scheduled throughout the negotiating process to inform them of progress in the negotiations and to recommend position modifications.

#### **F. Drafting the Contract**

All changes agreed upon in the negotiations process will be reduced to contract language which accurately reflects the agreement and is readily understood by Union and Management representatives, as well as those important persons not present at the bargaining table such as arbitrators.

#### **G. Ratification**

After a tentative agreement has been entered into, it must be presented to and approved by the appropriate Legislative body. **ROEMER WALLENS GOLD & MINEAUX** will appear before such body and make all necessary presentations to explain the proposed agreement.

#### **H. Conduct Management Information Sessions**

At the conclusion of negotiations it is extremely important that all changes be identified and explained to supervisors and managers. General information on reasons for the changes or failure to achieve desired changes must be explained so that managers are fully supportive of the new contract.