



Sullivan County

Human Resources Committee

Meeting Agenda - Final

100 North Street
Monticello, NY 12701

Chairman Amanda Ward
Vice Chairman Luis Alvarez
Committee Member Brian McPhillips
Committee Member Catherine Scott
Committee Member Joseph Perrello

Thursday, January 16, 2025

8:30 AM

Government Center

Call To Order and Pledge of Allegiance

Roll Call

Comments:

Reports:

1. Division of Human Resources

Discussion:

Public Comment

Resolutions:

1. To continue with a more restrictive Bonus Payment for the Adult Care Center employees through December 31, 2025 who volunteer to pick up additional shifts during specific days/times. end [ID-7097](#)
2. To authorize the County Manager to assign a temporary stipend(s) to a County employee(s) that either assumes duties of another employee or assumes the responsibilities of an entire position above and beyond their regular duties for an extended length of time due to a leave of absence or resignation. [ID-7094](#)
3. To reclassify four Part-time Nutrition Staff to Regular Part-Time with benefits. [ID-7089](#)
4. Designate two (2) of the nine (9) Student Intern positions under Human Resources to be "Law Student Intern" at \$20.00 per hour, not to exceed \$7,500 per position annually [ID-7033](#)

5. To authorize the County Manager to execute a Retainer Agreement with [ID-7032](#)
Roemer Wallens Gold & Mineaux LLP

Attachments: [SC RWGM 25-28.doc](#)

Adjourn



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-7097

Agenda Date: 1/16/2025

Agenda #: 1.

Narrative of Resolution:

To continue with a more restrictive Bonus Payment for the Adult Care Center employees through December 31, 2025 who volunteer to pick up additional shifts during specific days/times.

If Resolution requires expenditure of County Funds, provide the following information:

Amount to be authorized by Resolution: Click or tap here to enter text.

Are funds already budgeted? Choose an item.

Specify Compliance with Procurement Procedures:

RESOLUTION INTRODUCED BY THE HUMAN RESOURCES COMMITTEE TO CONTINUE THE BONUS PAYMENTS THROUGH DECEMBER 31, 2024 FOR THE EMPLOYEES AT THE ADULT CARE CENTER WHO VOLUNTEER TO PICK UP ADDITIONAL SHIFTS

WHEREAS, the Sullivan County Legislature per Resolution No. 449-21 and No. 376-24 authorized a bonus payment to employees at the Adult Care Center for working additional shifts; and

WHEREAS, the Supervising Administrator of the Adult Care Center has requested an extension of the time period to continue certain bonuses offered to assist with critical staffing shortage during certain days and shifts; and

WHEREAS, the Sullivan County Legislature recognizes the need to continue this on a restricted basis to assist the facility to get volunteers to cover during these hard to fill days & times; and

NOW, THEREFORE, BE IT RESOLVED, that the Sullivan County Legislature hereby authorizes the continuation of bonuses of \$125.00 per occurrence to be paid to any staff member (part time or full time) who volunteers and actually works an additional seven and a half (7.5) or eight (8) hours additional, beyond that for which they are actually scheduled, during any weekend, defined as Saturday through Sunday; and

BE IT FURTHER RESOLVED, that, any Part Time or Full Time employees that work their regular schedule and volunteer for and works an additional 7.5 hours or 8 hours in any given week, by working no less than 3.75 or 4 additional hours for a total of 7.5 or 8 hours (as regularly scheduled) in any given day (this does not include Monday-Friday day shift), will receive \$75 in addition to their regular pay; and

BE IT FURTHER RESOLVED, Per-Diem workers, after working their two required shifts for the month, will receive \$150 after working three volunteer shifts in a week (this does not include Monday-Friday day shift); and

BE IT FURTHER RESOLVED, that the bonus pay provided for herein will only be granted if the employee

works all of their regularly scheduled shifts for the particular week in which they claim to have earned the benefit. Bonus time will not be paid merely for volunteering for an additional shift after not working all scheduled shifts for the particular week; and

BE IT FURTHER RESOLVED, that the Sullivan County Legislature hereby adopts this shift incentive bonus program for a period of time effective January 1, 2025 and ending on December 31, 2025.



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-7094

Agenda Date: 1/16/2025

Agenda #: 2.

Narrative of Resolution:

To authorize the County Manager to assign a temporary stipend(s) to a County employee(s) that either assumes duties of another employee or assumes the responsibilities of an entire position above and beyond their regular duties for an extended length of time due to a leave of absence or resignation.

If Resolution requires expenditure of County Funds, provide the following information:

Amount to be authorized by Resolution: \$2,500 or \$5,000 a year

Are funds already budgeted? No

Specify Compliance with Procurement Procedures:

RESOLUTION INTRODUCED BY HUMAN RESOURCES COMMITTEE TO AUTHORIZE THE COUNTY MANAGER TO ASSIGN A TEMPORARY STIPEND(S) TO A COUNTY EMPLOYEE(S) THAT EITHER ASSUMES DUTIES OF ANOTHER EMPLOYEE OR ASSUMES THE RESPONSIBILITIES OF AN ENTIRE POSITION DUE TO A LEAVE OF ABSENCE OR RESIGNATION

WHEREAS, there are situations that arise when an employee is either on a leave of absence or has left employment at the County and another County employee must pick up those job duties in addition to their normal job duties; and

WHEREAS, the County Legislature would like to permit the assignment of temporary stipends to be authorized by the County Manager up to \$5,000 annually when the justification is submitted by the respective department head; and

WHEREAS, any assigned stipend will cease once the vacant position is either filled or the employee returns from leave; and

WHEREAS, a \$2,500 stipend will be assigned to employees that take on additional responsibilities above and beyond their job duties, and a \$5,000 stipend will be assigned to employees that take on an additional role.

NOW, THEREFORE, BE IT RESOLVED, that the Sullivan County Legislature hereby permits the County Manager to assign temporary stipends to an employee that either assumes duties of another employee at an annual rate of \$2,500 or an employee that assumes the responsibilities of an entire position at an annual rate

of \$5,000 due to a leave of absence or a resignation; and

BE IT FURTHER RESOLVED, any request for a stipend above the annual \$5,000, shall be authorized by the Legislature; and

BE IT FURTHER RESOLVED, the assigned stipends will be reported to the Legislature through the Management and Budget Committee on a quarterly basis; and

BE IT FURTHER RESOLVED, that any stipend assigned shall cease upon the release of the additional duties.



Sullivan County

Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-7089

Agenda Date: 1/16/2025

Agenda #: 3.

Narrative of Resolution:

RESOLUTION INTRODUCED BY THE HUMAN RESOURCES COMMITTEE TO RECLASSIFY FOUR PART-TIME NUTRITION STAFF TO REGULAR PART-TIME WITH BENEFITS

If Resolution requires expenditure of County Funds, provide the following information:

Amount to be authorized by Resolution: Potential of \$13,000 per position if health insurance is elected

Are funds already budgeted? Yes

Specify Compliance with Procurement Procedures:

WHEREAS, The Office for the Aging currently runs the Nutrition Program that operates congregate meal sites and a homebound meal delivery program for older persons in Sullivan County; and

WHEREAS, in addition to Office for the Aging staff, services are provided by Part-Time Nutrition Site Operators and Part-Time Chauffeurs & Chauffeur/Floater; and

WHEREAS, Four (4) of the current Part-Time Nutrition staff are classified as PT (Part-Time), not RPT (Regular Part Time) employees, and do not receive accruals or are eligible to opt in to receiving health insurance at a 50% contribution towards the premium; and

WHEREAS, to provide equity for all Part-Time Nutrition Program staff effective immediately, all Part-Time Nutrition staff will be classified as RPT employees; and

WHEREAS, grant funding can support the potential \$13,000 per position annually for the 4 Part-Time positions if opting in to health insurance; and

NOW THEREFORE IT IS RESOLVED: County of Sullivan will reclassify all Part-Time (PT) Nutrition Program staff to Regular Part-Time (RPT) effective immediately.



Sullivan County

Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-7033

Agenda Date: 1/16/2025

Agenda #: 4.

Narrative of Resolution:

Designate two (2) of the nine (9) Student Intern positions under Human Resources to be “Law Student Intern” at \$20.00 per hour, not to exceed \$7,500 per position annually

If Resolution requires expenditure of County Funds, provide the following information:

Amount to be authorized by Resolution: \$3,000 (additional from the \$6,000 already budgeted)

Are funds already budgeted? Choose an item.

Specify Compliance with Procurement Procedures:

INTRODUCED BY THE HUMAN RESOURCES COMMITTEE TO ASSIGN TO CURRENT INTERSHIP POSITIONS IN THE HUMAN RESOURCES OFFICE TO BE LAW STUDENT INTERNS AND TO SET THE SALARY

WHEREAS, the County of Sullivan currently supports the development of local students through learning opportunities that provide growth and professional development; and

WHEREAS, the Sullivan County Legislature previously approved nine (9) Student Intern positions in the 2025 budget; and

WHEREAS, the Legislature would like to make two out of the nine (9) Student Intern positions to be designated as “Law Student Intern” positions.

NOW, THEREFORE, BE IT RESOLVED, that the Sullivan County Legislature hereby designated two out of the nine (9) Student Intern positions as “Law Student Intern” positions effective immediately,

BE IT FURTHER RESOLVED, that the hourly rate for these positions will be \$20.00 per hour, not to exceed \$7,500 per position annually,

BE IT FURTHER RESOLVED, that the Sullivan County Department of Human Resources is authorized to fill these new positions immediately.



Sullivan County

Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-7032

Agenda Date: 1/16/2025

Agenda #: 5.

Narrative of Resolution:

To authorize the County Manager to execute a retainer agreement with Roemer Wallens Gold & Mineaux LLP

If Resolution requires expenditure of County Funds, provide the following information:

Amount to be authorized by Resolution: \$6,400 per month (2025-2026). \$6,600 per month (2026-2027), \$6,800 per month (2027-2028)

Are funds already budgeted? Yes

Specify Compliance with Procurement Procedures:

Click or tap here to enter text.

WHEREAS, Roemer Wallens Gold & Mineaux LLP (“RWGM”) provide services to the County of Sullivan (“County”) as labor relations attorney/consultants; and

WHEREAS, the original Agreement with RWGM commenced on April 1, 2015 and expired June 30, 2016, with additional extensions through March 31, 2025; and

WHEREAS, the County is conducting negotiations with the various unions in an effort to agree upon terms of new Collective Bargaining Agreements and it is best to have legal counsel in place throughout negotiations, and

WHEREAS, RWGM has agreed to continue to represent the County with an amended fixed monthly sum and amended hourly rate as charged.

NOW, THEREFORE, BE IT RESOLVED, that the County Manager is hereby authorized to execute a Retainer Agreement with RWGM for a term of April 1, 2025 through March 31, 2028 in accordance with the attached agreement; and

BE IT FURTHER RESOLVED, the Retainer Agreement shall be in a form approved by the County Attorney.

AGREEMENT

Made and entered into this ____ day of January, 2025, 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) Civil Rights as it relates to the Employment Relationship
 - xxiii) 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 document preparation, negotiating settlements of disciplinary matters, grievances and other matters upon request, representation at the final step in administrative disciplinary proceedings, 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 year 2025, the hourly rate will be \$270.00.
 In years 2026 and 2027, the hourly rate will be \$280.00.
 In year 2028, the hourly rate will be \$290.00
- Associate Attorney
 In year 2025, the hourly rate will be \$230.00.
 In years 2026 and 2027, the hourly rate will be \$240.00.
 In year 2028, the hourly rate will be \$250.00.

Paralegal

In year 2025, the hourly rate will be \$140.00.

In years 2026 and 2027, the hourly rate will be \$145.00.

In year 2028, the hourly rate will be \$150.00.

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 Four Hundred Dollars (\$6,400.00) per month from April 1, 2025 through March 31, 2026.
- b) Six Thousand Six Hundred Dollars (\$6,600.00) per month from April 1, 2026 through March 31, 2027.
- c) Six Thousand Eight Hundred Dollars (\$6,800.00) per month from April 1, 2027 through March 31, 2028.

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, 2025, through March 31, 2028. The **COUNTY** may terminate this Agreement earlier than March 31, 2028, 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.