



Sullivan County

Human Resources Committee

Meeting Agenda - Final

100 North Street
Monticello, NY 12701

Chairman Alan J. Sorensen
Vice Chairman Michael Brooks
Committee Member Ira Steingart
Committee Member Joseph Perrello
Committee Member George Conklin

Thursday, September 8, 2022

9:30 AM

Government Center

Call To Order

Roll Call

Comments:

Reports:

1. Division of Human Resources

Public Comment

Resolutions:

1. To create one (1) full-time grant funded position, Department of Community Services Coordinator, in the Sullivan County Department of Community Services. [ID-4892](#)

Attachments: [ID-4892.docx](#)
2. RATIFYING A MEMORANDUM OF AGREEMENT BETWEEN THE COUNTY OF SULLIVAN AND THE TEAMSTERS LOCAL 445, INTERNATIONAL BROTHERHOOD OF TEAMSTERS MAIN UNIT AND AUTHORIZING THE COUNTY MANAGER TO EXECUTE SAID AGREEMENT [ID-4909](#)

Attachments: [Teamsters Main Unit MOA 2020-2025.pdf](#)
3. TO CREATE IN THE SULLIVAN COUNTY TREASURER'S OFFICE THE POSITION OF REAL PROPERTY EXAMINER/APPRaiser AND ABOLISH POSITION # 1934 UPON RETIREMENT [ID-4917](#)

Adjourn



Sullivan County

Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-4892

Agenda Date: 9/8/2022

Agenda #: 1.

Narrative of Resolution:

To create one (1) full-time grant funded position, Department of Community Services Coordinator, in the Sullivan County Department of Community Services to continue to facilitate the HEALing Community Studies program. When the funding ceases, the position will be abolished.

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

Amount to be authorized by Resolution: \$52,699.00, fully grant funded

Are funds already budgeted? No

Specify Compliance with Procurement Procedures:

WHEREAS, the Director of Human Resources/Personnel Officer and the Director of Community Services are requesting that one (1) full-time grant funded Community Services Coordinator position be created in the Department of Community Services; and

WHEREAS, Columbia University has funded the HEALing Community Studies program at Sullivan County Department of Community Services through the National Institute of Drug Abuse (NIDA); and

WHEREAS, the salary shall be set per the Teamsters 445 salary schedule as a Grade XI; and

WHEREAS, the Department of Community Services has received grant money for two (2) years which will expire on March 21, 2024; and

WHEREAS, this position is needed to continue to facilitate the HEALing Community Studies program.

NOW, THEREFORE, BE IT RESOLVED, that the Human Resources Director/Personnel Officer is hereby authorized to create and fill one (1) full-time Community Services Coordinator which shall be effective immediately, which shall continue for through March 21, 2024 in line with the awarded grant; and

BE IT FURTHER RESOLVED, that when funding ceases, the position is abolished.

Sullivan County

Legislative Memorandum

File #: ID-4909

Agenda Date: 9/8/2022

Agenda #: 2.

Narrative of Resolution:

RATIFYING A MEMORANDUM OF AGREEMENT BETWEEN THE COUNTY OF SULLIVAN AND THE TEAMSTERS LOCAL 445, INTERNATIONAL BROTHERHOOD OF TEAMSTERS MAIN UNIT AND AUTHORIZING THE COUNTY MANAGER TO EXECUTE SAID AGREEMENT

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

Amount to be authorized by Resolution: amount will be budgeted over the next several years

Are funds already budgeted? No

Specify Compliance with Procurement Procedures:

N/A

WHEREAS, the collective bargaining agreement between the County of Sullivan and the Teamsters Local 445, International brotherhood of Teamsters Main Unit (hereinafter “Teamsters Main Unit”) expired on December 31, 2019;

WHEREAS, negotiations conducted pursuant to the provisions of Article 14 of the New York State Civil Service Law (Public Employees Fair Employment Act) have resulted in a Memorandum of Agreement for calendar year 2020 through 2025, attached hereto and made a part hereof; and

WHEREAS, the employees represented by Teamsters Main Unit have voted and ratified the terms and conditions of employment, as set forth in the aforementioned Memorandum of Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the terms and conditions of employment of employees represented by Teamsters Main Unit, as set forth in the Memorandum of Agreement attached hereto and made a part hereof be and hereby are ratified, in recognition of the ratification by Teamsters Main Unit; and

BE IT FUTHER RESOLVED, that the County Manager is hereby authorized to execute the aforementioned Memorandum of Agreement; and

BE IT FUTHER RESOLVED, the County Manager is hereby authorized to execute an Agreement incorporating the terms and conditions of employment in accordance with the Memorandum of Agreement, said Collective Bargaining Agreement to be in such form as the County Attorney shall approve.

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MEMORANDUM OF AGREEMENT

By and Between the

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

And the

*Teamsters Local 445, International
Brotherhood of Teamsters- Sullivan County Main Unit
(hereinafter referred to as "Union")*

WHEREAS, the County and the Union are parties to a Collective Bargaining Agreement for a term which expired on December 31, 2019; and

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

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

NOW, THEREFORE, the County and the Union 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 Union and by Legislature of the County of Sullivan.
3. **Term of Agreement:** January 1, 2020 through December 31, 2025.
4. **Housekeeping:**

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- a. Delete dates no longer applicable, and make grammatical and spelling corrections mutually agreed upon.
- b. Throughout the contract, change the reference to “Deputy County Manager” to “County Manager or his/her designee.”
- c. Throughout the contract, change the phrase “Personnel Officer” to “Commissioner of Human Resources/Personnel Officer.”
- d. Change the letter “e” to “a” in Section 2101 c.
- e. Amend Section 2808 b by changing Article XIX to Article XXI.
- f. Amend “Employer” in Section 3001 to be “the County of Sullivan.”
- g. Amend “Rules Relating to Salary Schedule administration” section to reflect actual days/hours worked for part-time and per-diem workers.

5. **Section 201**, shall be amended as follows:

Add the Probation Unit Titles (Probation Officer Trainee, Probation Officer, Senior Probation Officer, and Probation Supervisor) as being excluded from this Collective Bargaining Agreement.

6. **Section 202.1**, shall be amended as follows:

Reference to 15 hours per week will be changed to 17.5 hours per week for those hired on or after the date of ratification.

7. **Section 302**, shall be amended to read as follows:

The following salary increases shall be made to the salary schedule of this unit:

- a) Retroactively* to January 1, 2020: 2.0% increase to salary;
- b) Retroactively* to January 1, 2021: 2.0% increase to salary;
- c) Retroactively* to January 1, 2022: 2.0% increase to salary and an additional 2.0%** (total of 4.0%) to those titles that did not receive 5.0% in the last agreement;
- d) Effective January 1, 2023: 2.0% increase to salary and an additional 1.5%** (total of 3.5%) to those titles that did not receive 5.0% in the last agreement;
- e) Effective January 1, 2024: 2.0% increase to salary and an additional 1.5%** (total of 3.5%) to those titles that did not receive 5.0% in the last agreement.

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- f) Effective January 1, 2025: 2.0% increase to salary.

*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, 2020 up to the date of ratification by the membership.

**Bargaining Unit members who, based on their title at the time, received the additional 5% wage adjustments in the collective bargaining agreement that expired on December 31, 2019 will not receive the additional 5% wage adjustments as referenced herein that are being made in connection with this agreement.

Starting salaries for all employees hired after September 1, 2010 shall be 90% of the salary schedule for a period of two years. This provision shall sunset on August 6, 2022.

8. **Section 303**, shall be deleted and the remainder of Article III renumbered.

9. **Section 307(a)**, shall be deleted and the remainder of 307 shall be renumbered accordingly.

10. **Article III**, shall be amended to add the following sections:

310. Employees in the Emergency Control Center (Emergency Services Dispatcher Trainees, Emergency Services Dispatchers, and Senior Emergency Services Dispatchers) who are called in to work outside of their normal shift shall be guaranteed a minimum of three hours pay. This section shall not apply when an employee is held over from their shift, the overtime is pre-scheduled, or when the employee is required to attend required meetings or trainings.

11. **Section 403(d)**, shall be amended to add the following:

Any Emergency Control Dispatcher who does not utilize a sick or personal day during a fiscal quarter shall receive a one-time \$150 payment in addition to their regular wages, subject to applicable withholdings or deductions, for that quarter. Such payment shall be made in the month following that employee's eligibility for said payment.

The Union will not impede the 911 Coordinator or Commissioner of Public Safety from scheduling personnel to facilitate the efficiency of the department.

12. **Article IV**, shall be amended as follows:

Delete Sections:

- a) 405(b);
- b) 407;
- c) 408; and

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d) 410.

Renumber the Sections of Article IV accordingly.

13. **Section 403**, shall be amended as follows:

Subsection e shall be added, which will read:

Effective [thirty (30) days from ratification], Section 401 shall not apply to any employee whose position is in direct care, including but not limited to the Nursing home, as those employees shall have shifts of 7 a.m. – 3 p.m.; 3 p.m. – 11 p.m.; and 11 p.m. – 7 a.m.

14. **Section 413**, shall be amended as follows:

Change “Commissioner of Public Works” to “Commissioner of Community Resources.”

15. **Section 501**, shall be amended as follows:

Delete the first nine lines so that the section begins with “Effective January 1, 2010, and on January 1st of each year thereafter, any employee covered by this agreement...” The rest of section remains the same.

16. **Section 602.3**, shall be amended by adding the following to the beginning:

“Subject to applicable Civil Service Law and Rules...”

17. **Article VIII**, shall be amended as follows:

“800” shall be added before the first sentence of this Article.

Renumber sections to ensure they go in correct numerical chronology.

Delete Section 808.

18. **Section 1304**, shall be amended as follows:

Reference to employees working in the Adult Care Center will be removed from the following: “Excluding employees working in the 24/7 operations (i.e., Adult Care Center, Emergency Control Center, etc.)”

19. **Section 1404**, shall be amended to read as follows:

Use of vacation time shall be in increments of fifteen (15) minutes or multiples thereof, provided, however, the appropriate department head has full authority with regard to the granting of said vacation time

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20. **Section 1415**, shall be deleted and the remainder of Article 14 will be renumbered accordingly.

21. **Section 1416**, shall be amended as follows:

The word “hospitalization” shall be changed to “health insurance.”

22. **Section 1803**, shall be amended to read as follows:

Notwithstanding anything to the contrary contained in this agreement, an employee who fails to report back to work after two (2) work days at the end of the approved leave will be deemed to have resigned his or her position, or if the employee has not contacted the employee’s department head or the department head’s designee on or before the second (2nd) day following the commencement of such period of absence without authorization.

23. **Section 1901**, shall be amended to read as follows:

Membership in the New York State and Local Employees Retirement System shall be governed by the Retirement and Social Security Law. For eligible employees, the employer will provide the benefits of Section 41(j) of the Retirement and Social Security Law.

24. **Section 2304**, shall be amended by adding the following to the beginning of said section:

The Union shall provide the Commissioner of Human Resources/Personnel Officer with a current list of Chief Stewards and Assistant Stewards. In order to be eligible for the benefits that follow in this Section, an employee’s name must be on the list provided by the Union to the Commissioner.

25. **Section 2803**, shall be amended to read as follows:

Upon request the County shall provide the Union with a copy of each job specification covering positions in the collective bargaining unit or refer the Union to information that is online.

26. **Section 3204**, shall be deleted and the remainder of Article XXXII shall be renumbered accordingly.

27. **Section 3209(a)**, shall be deleted and the remainder of Section 3209 shall be re-numbered accordingly.

28. **Section 3213**, shall be added, which shall read:

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The County shall create a list of all current jobs available within the County. This list shall be made available to all County employees on the County's online employee portal.

29. **Section 3214**, shall be added, which shall read:

Assuming negotiations are completed and both parties have ratified the changes to the existing Collective Bargaining Agreement, retroactive payments (if any) will not be made until a maximum of thirty (30) days after both parties have executed a new Collective Bargaining Agreement.

30. **Salary Schedule**, shall be amended to reflect the new wages (as shown in Appendix A).


31. **Retroactivity**: Retroactivity of wages and all economic benefits (compensation) shall be paid to all employees on the payroll at the date of ratification. Any employee who retired between January 1, 2020 and date of ratification will have retroactivity pro-rated.

32. This MOA is the full understanding of the parties as to the terms of this agreement.




IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the

26th day of August, 2022

COUNTY OF SULLIVAN

By:  Joshua Rutsek
By: _____
By: _____

UNION

By: 
By: 
By: 
SLPOA // LA. 445

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APPENDIX A

Place holder for Salary Schedule

Sullivan County

Legislative Memorandum

File #: ID-4917

Agenda Date: 9/8/2022

Agenda #: 3.

Narrative of Resolution:

There will be an upcoming vacancy within the Treasurer's office that the Treasurer would like to be able to hire before the current employee departs to allow time for training.

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

Amount to be authorized by Resolution: Annual salary is \$46,834

Are funds already budgeted? No

Specify Compliance with Procurement Procedures:

N/A

WHEREAS, the Sullivan County Treasurer has expressed a need to create a full time Real Property Examiner/Appraiser position for the Property Tax Unit to train under the current Real Property Examiner/Appraiser who it is expected will be retiring and whose position #1934 will be abolished upon retirement; and

WHEREAS, the Sullivan County Treasurer believes that the needs of the Department would be best served if said position was created; and

NOW, THEREFORE, BE IT RESOLVED that the Sullivan County Legislature authorizes the creation of a Real Property Examiner/Appraiser for Property Tax Unit; and

BE IT FURTHER RESOLVED, that the Sullivan County Legislature hereby sets the annual salary for this new position at the current rate for Real Property Examiner/Appraiser under the Teamsters Main Unit contract; and

BE IT FURTHER RESOLVED, that the Sullivan County Treasurer has the authority to fill the above positions immediately.