



**PERSONNEL COMMITTEE**

April 12, 2012– 9:15 A.M.

**Personnel Committee Members**

**Ira Steingart, Chair  
Gene Benson, Vice Chair  
Kathy LaBuda  
Kitty Vetter  
Cindy Kurpil Gieger**

**AGENDA**

**DISCUSSION:**

1. **Request to Fill Vacancy – Security Officer**

**REPORTS:**

1. **Human Rights – Monthly Report**

**DEPARTMENTS:**

1. Personnel
2. Risk Management and Insurance

**RESOLUTIONS:**

1. **To create eight (8) temporary positions in the Sullivan County Sheriff's Office.**
2. **To create a Bus Driver position in the Transportation Department.**
3. **To authorize the County Manager to execute a Fragmentation Agreement between the County, the Sullivan County Community College, and the IBT Local 445.**
4. **To authorize the County Manager to execute documents and to execute a settlement agreement with the Civil Service Employees Association, Local 1000, AFSCME, AFL-CIO Sullivan County Sheriff's Office Jail Unit Sullivan County Local 853 related to the transfer of accrued time**

**PUBLIC COMMENT:**

**RESOLUTION INTRODUCED BY THE PERSONNEL COMMITTEE TO CREATE EIGHT (8) TEMPORARY POSITIONS IN THE SULLIVAN COUNTY SHERIFF'S OFFICE**

**WHEREAS**, the Sheriff has requested that eight (8) temporary Deputy Sheriff positions be created in the Sheriff's Office, and

**WHEREAS**, in order to meet the staffing needs of the Sullivan County Sheriff's Office, it is the wish of the Sullivan County Sheriff to create eight (8) temporary Deputy Sheriff positions, and

**WHEREAS**, these temporary Deputy Sheriffs will be employed for a time period not to exceed ninety (90) days, commencing June 4, 2012 and expiring 90 days thereafter, or commencing at a later date and expiring no later than October 12, 2012.

**NOW, THEREFORE, BE IT RESOLVED**, that the Sullivan County Legislature hereby authorizes the creation of eight (8) Temporary Deputy Sheriff positions in the Sheriff's Office for the temporary staffing needs of the Sullivan County Sheriff's Office, and

**BE IT FURTHER RESOLVED** that these eight (8) Temporary Deputy Sheriff positions shall be effective on June 4, 2012, and shall be hereby abolished 90 days thereafter or commencing at a later date and expiring no later than October 12, 2012.

**RESOLUTION INTRODUCED BY THE PERSONNEL COMMITTEE TO CREATE A  
BUS DRIVER POSITION IN THE TRANSPORTATION DEPARTMENT**

**WHEREAS**, the Commissioner of Public Works has requested that a Bus Driver position be created within the Transportation department, and

**WHEREAS**, the position would allow the department to fulfill its service obligations, and

**WHEREAS**, the position is a Grade IV on the Teamsters Main Unit Local 445 salary schedule.

**NOW, THEREFORE, BE IT RESOLVED**, that the Sullivan County Legislature hereby creates one Bus Driver position in the Transportation Department (A5680), effective immediately.

**RESOLUTION INTRODUCED BY THE PERSONNEL COMMITTEE TO  
AUTHORIZE THE COUNTY MANAGER TO EXECUTE A FRAGMENTATION  
AGREEMENT BETWEEN THE COUNTY, THE SULLIVAN COUNTY  
COMMUNITY COLLEGE, AND THE IBT LOCAL 445**

**WHEREAS**, the Sullivan County Community College (“the College”) and the County of Sullivan (“County”) are joint employers of employees pursuant to N.Y. Civil Service Law Section 201 et. Seq., and

**WHEREAS**, the County and Local 445, International Brotherhood of Teamsters (“Teamsters” or “Union”) are parties to a collective bargaining agreement, duration January 1, 2008 to December 31, 2012, covering employees of the County and, among others, the College (“CBA”), and

**WHEREAS**, the College timely filed a Petition For Certification and/or Decertification with the New York State Public Employment Relations Board, in Case No. C-5981, by and through which the College sought to remove the job titles and positions occupied by employees represented by the Teamsters, and jointly employed by the College and the County, from in the collective bargaining unit as provided by the CBA, and

**WHEREAS**, the College, County, and Union desire to remove job titles and positions at the College from the current collective bargaining unit as described in the Article II, Section 201 of the CBA, and create a new collective bargaining unit consisting of job titles and positions jointly employed by the College and the County, as detailed on the attached Schedule “A”.

**NOW, THEREFORE, BE IT RESOLVED**, that the Sullivan County Legislature hereby authorizes and directs the County Manager to execute the agreement attached hereto and made a part hereof as Schedule “A”, in a form approved by the County Attorney.

Schedule "A"

## AGREEMENT

WHEREAS, Sullivan County Community College ("the College") and the County of Sullivan ("County") are joint employers of employees pursuant to N.Y. Civil Service Law § 201 et. seq.

WHEREAS, the County and Local 445, International Brotherhood of Teamster ("Teamsters" or "Union") are parties to a collective bargaining agreement, duration January 1, 2008 to December 31, 2012, covering employees of the County and, among others, the College ("CBA");

WHEREAS, the College timely filed a Petition For Certification and/or Decertification with the New York State Public Employment Relations Board, in Case No. C-5981, by and through which the College sought to remove the job titles and positions occupied by employees represented by the Teamsters, and jointly employed by the College and the County, from in the collective bargaining unit as provided by the CB;

WHEREAS, the College, County, and Union desire to remove job titles and positions at the College from the current collective bargaining unit as described in the Article II, Section 201 of the CBA, and create a new collective bargaining unit consisting of job titles and positions jointly employed by the College and the County;

NOW, THEREFORE, the College, County and Union ("the Parties") agree as follows:

1. Effective immediately, the Parties agree to remove the following job titles jointly employed by the College and the County from the collective bargaining unit as provided in Article II, Section 201 of the CBA, and recognize them as a separate, appropriate collective bargaining unit (hereinafter "Recognized Unit"):

All provisional, probationary, and permanent employees jointly employed by the College and the County, full-time or regular part-time, in the following job classifications: Administrative Assistant to the Director of Student Activities, Administrative Secretary, Assistant to the Coordinator of Student Activities, Assistant to the Dean of Workforce Development, Continuing Education and Lifelong Learning, Building Maintenance Mechanic, Building Maintenance Supervisor, Buildings & Grounds Maintenance Worker I, Buildings & Grounds Maintenance Worker II, Central Services Worker, Childcare Center Aide, Facilities Support Technician, Grounds Maintenance Supervisor, Library Clerk, Maintenance Worker, Principal Account Clerk, Public and Alumni Relations Assistant, Registration Services Database Specialist, Division Secretary, Keyboard Specialist, Secretary I, Secretary II, Senior Account Clerk, Senior Payroll Clerk, Special Electrician, Technical Assistant I/Office Manager Admissions, and Title III Grant Assistant.

2. The College and the County recognize the Union as the collective bargaining representative for the Recognized Unit based, among other reasons, on the Union's long-standing status as the bargaining representative for employees jointly employed by the College and County in the positions listed in Paragraph 1 above.
3. The College and the County agree to abide by the terms of the CBA through its expiration on December 31, 2012.
4. At a mutually convenient time, the College and Union shall commence negotiations on a collective bargaining agreement for the Recognized Unit to set terms and conditions of employment following the expiration of the CBA. The salary scale for job titles and positions within the Recognized Unit at the time the CBA expires on December 31, 2012 shall remain in effect until a collective bargaining agreement covering the Recognized Unit is executed.
5. Based on the Parties' agreement to fragment positions jointly employed by the College and the County from the County-wide collective bargaining unit described in Article II, Section 201 of the CBA, and form a separate bargaining unit of positions represented by the Union and jointly employed by the College and the County, the College will withdraw the Petition For Certification/Decertification it filed in Case No. C-5981.

AGREED TO:

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Adrian Huff  
President  
Local 445, International Brotherhood  
of Teamsters

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Dated

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William Murabito, Ph.D.  
Interim President  
Sullivan County Community College

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Dated

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David P. Fanslau  
County Manager  
County of Sullivan

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Dated

**RESOLUTION INTRODUCED BY THE PERSONNEL COMMITTEE TO  
AUTHORIZE THE COUNTY MANAGER TO EXECUTE DOCUMENTS AND TO  
EXECUTE A SETTLEMENT AGREEMENT WITH THE CIVIL SERVICE  
EMPLOYEES ASSOCIATION, LOCAL, Local 1000, AFSCME, AFL-CIO  
SULLIVAN COUNTY SHERIFF'S OFFICE JAIL UNIT SULLIVAN COUNTY  
LOCAL 853 RELATED TO THE TRANSFER OF ACCRUED TIME**

**WHEREAS**, the current Collective Bargaining between the County of Sullivan and the Civil Service Employees Association, Local, Local 1000, AFSCME, AFL-CIO Sullivan County Sheriff's Office Jail Unit Sullivan County Local 853 (CSEA) contains provisions regarding the transfer of accrued time from one employee to another, and

**WHEREAS**, the County adopted resolution 129 of 2011 that changed the policy with respect to the transfer of accrued sick, vacation, and/or compensatory time from one employee to another, and

**WHEREAS**, the County Manager, in accordance with his duties as specified in the County Charter, has reached a Tentative Settlement Agreement related to the change in the transfer of accrued time policy, with the Teamsters Business Agent, which agreement has been attached hereto as Schedule "A", and

**WHEREAS**, the CSEA Business Agent has acknowledged that she has the authority to enter into this Tentative Settlement Agreement, and

**WHEREAS**, it is in the best interests of the County of Sullivan for the County Legislature to ratify said Settlement Agreement.

**NOW, THEREFORE, BE IT RESOLVED**, by the Sullivan County Legislature that:

1. The Tentative Settlement Agreement between the County and CSEA, attached hereto as Schedule "A" is hereby ratified.
2. The County Manager is hereby authorized to execute the Side Agreement with the CSEA.

**Memorandum of Agreement**  
by and between  
**Civil Service Employees Association, Local 1000, AFSCME, AFL-CIO**  
**Sullivan County Sheriff's Office Jail Unit**  
**Sullivan County Local 853**  
and  
**The County of Sullivan and the Sullivan County Sheriff**

Agreement, made and entered this \_\_\_\_\_ day of April 2012, has been reached between the County of Sullivan, (hereinafter "County"), the Sullivan County Sheriff, (hereinafter "Sheriff") and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO (hereinafter "CSEA").

**Policy Providing for the Transfer of Sick, Vacation, and/or Compensatory Time From One CSEA Member Employee to Another**

The County and the Sheriff's Office will allow for the transfer of accrued sick, vacation, and/or compensatory time from one CSEA employee to another CSEA employee. CSEA employees may transfer vacation, and or compensatory time to non CSEA employees. All transfer of time requests will be considered pursuant to the following conditions:

Where an employee or their immediate family member; mother, father, spouse, or child has a medical condition which requires the employee to be on extended medical leave or to take frequent time off due to medical appointments. The employee receiving the transfer of time must have used all of their accrued time (sick, vacation, compensatory, holiday, etc.) prior to the County authorizing the transfer of other employees accrued sick, vacation, and/or compensatory time.

CSEA Member Employees wishing to transfer accrued sick, vacation, and/or compensatory time to another employee must complete the *Request to Transfer Accrued Sick, Vacation, and/or Compensatory Time* form. This form must be submitted to the Payroll Department. The Payroll Department will confirm:

1. The employee who is requesting to transfer their accrued time has the appropriate accruals, and
2. The employee who will be receiving the accruals has expended all their own accrued time (sick, vacation, compensatory, holiday, etc.), and
3. The transferring and receiving employees have knowledge of the transfer, and
4. There is documentation of the medical condition, along with the Physician's statement in the Personnel Department as to the amount of time the employee



will be out of work. In all instances the County retains the right to require the receiving employee to provide more documentation, to provide updated documentation or to see a County obtained physician, and

5. Final approval of the transfer must be obtained from the County Manager, and
6. The equivalent accrued time shall be credited to the receiving employee based upon the donating employee's hourly rate or salary, adjusted to the nearest ½ day.
7. All requests for transfer of accrued time will be posted once approved by the County Manager.

This Agreement shall not impact any other Collective Bargaining Agreements, Side Agreements or Policies of the County. All provisions of the current Collective Bargaining Agreement (i.e. 2008-2012 Collective Bargaining Agreement) between the parties shall be continued, remaining unaffected or altered. The above referenced policy supersedes and replaces all previous policies adopted by the Sullivan County Legislature and/or enacted by the Sullivan County Sheriff only with respect to Members of the CSEA.

As part of this agreement the Union will withdraw its improper practice charge.

A copy of this original document has been furnished to representatives of the County, the Sheriff, and the Union.

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**CSEA, Local 1000, AFSCME, AFL-CIO  
Sullivan County Sheriff's Office Jail Unit  
Sullivan County Local 853**

**Sullivan County Sheriff**

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CSEA Unit President

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Michael A. Schiff  
Sullivan County Sheriff

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Christopher P. Decker  
CSEA Labor Relations Specialist

**County of Sullivan**

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David P. Fanslau  
County Manager

Date: April \_\_\_\_\_, 2012