



**SULLIVAN COUNTY LEGISLATURE**  
**SULLIVAN COUNTY GOVERNMENT CENTER**  
100 NORTH STREET  
PO BOX 5012  
MONTICELLO, NY 12701  
845-807-0435  
845-807-0447 (fax)

**EXECUTIVE COMMITTEE**  
**October 17, 2013 at 2:00PM**

**COMMITTEE MEMBERS:** Samuelson, Benson, LaBuda, Vetter, Rouis, Gieger,  
Edwards, Steingart, Sorensen

- I. ACTING COUNTY MANAGER'S MONTHLY REPORT**
- II. COUNTY ATTORNEY'S MONTHLY REPORT**
- III. DISCUSSION**
  1. Tax Cert
  2. Delinquent Fees
  3. Coalition against bigger trucks
- IV. RESOLUTIONS :**
  1. Establish a Standard Work Day for Elected Officials
  2. Authorize contract with Rotenberg Healthcare Consulting
  3. Set public hearing for November 7, 2013 at 9:30AM to transfer deed to Cornell Cooperative Extension
  4. Reclassify position in the Treasurer's Office
  5. Approve a Sullivan County Revolving Loan
  6. Ratify Memorandum of Agreement between the County of Sullivan and the New York State Nurses Association and authorizing County Manager to execute said agreement
  7. Set public hearing for November 7, 2013 at 9 :35AM to transfer Apollo Plaza to Sullivan County Funding Corporation
  8. Extend the full-time temporary Account Clerk/Database position in the Early Care Program at Public Health Services
- V. PUBLIC COMMENT**

**RESOLUTION NO. INTRODUCED BY EXECUTIVE COMMITTEE ESTABLISHING A STANDARD WORK DAY FOR ELECTED OFFICIALS**

**WHEREAS**, effective August 12, 2009, New York State adopted a new regulation 315.4 for additional reporting requirements for elected or appointed officials that more clearly defines the process for reporting time worked for those officials who are members of the New York State Retirement System, and

**WHEREAS**, one (1) three month record of work activities were submitted to the Clerk of the Legislature by those officials that do not maintain a daily record of actual time worked.

**NOW THEREFORE BE IT RESOLVED**, that the Sullivan County Legislature hereby establishes the following as standard work days for elected officials and will report the following days worked to the New York State and Local Employees' Retirement System based on the record of activities maintained and submitted by these officials to the Clerk of the Legislature.

<b>Title of Elected Official</b>	<b>Name</b>	<b>Standard Work Day/(hrs/day)</b>	<b>Term</b>	<b>Participates in Employers Time Keeping System</b>	<b>Days per month based on Record of Activities</b>	<b>Filed 30 or 90 day record</b>
Legislator	Eugene L. Benson	6	01/01/12-12/31/15	N	22.17	90
Legislator	Alan Sorensen	6	01/01/12-12/31/15	N	21.58	90
Legislator	Ira Steingart	6	01/01/12-12/31/15	N	22.61	90
Legislator	Cindy Kurpil-Gieger	6	01/01/12-12/31/15	N	20.61	90
Legislator	Kitty Vetter	6	01/01/12-12/31/15	N	20.31	90
Legislator	Kathy LaBuda	6	01/01-12-12/31/15	N	20.94	90
Legislator	Cora Edwards	6	01/01/12-12/31/15	N	22.39	90
Legislator	Jonathan Rouis	6	01/01/12-12/31/15	N	25.97	90

Title of Appointed/at Pleasure	Name	Standard Work Day/(hrs/day)	Term	Participates in Employers Time Keeping System	Days per month based on Record of Activities	Filed 30 or 90 day record
Clerk to the Legislature	AnnMarie Martin	7	01/01/12-12/31/15	Y	N/A	N/A
Legislative Secretary	Ellen Cutler	7	01/01/12-12/31/15	Y	N/A	N/A
County Attorney	Samuel Yasgur	7	01/01/12-12/31/15	Y	N/A	N/A
Assistant County Attorney	Thomas Cawley	7	01/01/12-12/31/15	Y	N/A	N/A
Assistant County Attorney	Karen Mannino	7	01/01/12-12/31/15	Y	N/A	N/A
Confidential Secretary	Christina Kautz	7	01/01/12-12/31/15	Y	N/A	N/A
Veterans Director	John Crotty	7	01/01/12-12/31/15	Y	N/A	N/A
Board of Elections Commissioner	Rodney Gaebel	7	01/01/13-12/31/16	Y	N/A	N/A
Board of Elections Commissioner	Ann Prusinski	7	1/1/13-12/31/16	Y	N/A	N/A
Deputy Election Commissioner	Pam Murran	7	01/01/13-12/31/16	Y	N/A	N/A
Deputy Election Commissioner	Honora Wall	7	01/01/12-12/31/16	Y	N/A	N/A
Assistant District Attorney VI	Katy M. Schlichtman	7	1/1/10-12/31/13	Y	N/A	N/A
Assistant District Attorney V	Eamonn Neary	7	1/1/10-12/31/13	Y	N/A	N/A
Assistant District Attorney VII	David Berson	7	1/1/10-12/31/13	Y	N/A	N/A

1A

**BE IT FURTHER RESOLVED**, that the Sullivan County Legislature does hereby attest that the above appointed officials have submitted a three month log of activities and such is on file with the Clerk to the Legislature.

LB

**RESOLUTION INTRODUCED BY EXECUTIVE COMMITTEE TO  
AUTHORIZE AWARD & EXECUTION OF CONTRACT WITH ROTENBERG  
HEALTHCARE CONSULTING**

**WHEREAS**, proposals were received for a Feasibility Study for the Sullivan County Adult Care Center, and

**WHEREAS**, Rotenberg Healthcare Consulting, 280 Kenneth Drive, Suite 100, Rochester, NY 14623, is the lowest most responsible firm for such work, and

**WHEREAS**, the Office of Management and Budget has reviewed the proposal and recommends award.

**NOW, THEREFORE, BE IT RESOLVED**, that the County Manager be and hereby is authorized to execute a contract, with Rotenberg Healthcare Consulting, in an amount not to exceed \$20,000.00, as per RFP R-13-42, said contract to be in such form as the County Attorney shall approve.

Moved by \_\_\_\_\_,  
Seconded by \_\_\_\_\_,  
and adopted on motion \_\_\_\_\_, 2013.

**RESOLUTION INTRODUCED BY EXECUTIVE COMMITTEE**

**RESOLUTION TO AUTHORIZE A PUBLIC HEARING FOR THE TRANSFER OF COUNTY PROPERTY PURSUANT TO NOT-FOR-PROFIT CORPORATION LAW SECTION 1411**

**WHEREAS**, there has been introduced and presented at a meeting of the Sullivan County Legislature a request to transfer County owned property to the Sullivan County Funding Corporation, a Local Development Corporation, and

**WHEREAS**, pursuant to Section 1411(d)(3) of the Not-for-Profit Corporation Law, a public hearing is required to be conducted by the County Legislature prior to the sale of such property, and

**WHEREAS**, pursuant to Section 1411 (d)(4) of the Not-for-Profit Corporation Law, notice of such hearing must be published at least ten days before the date set for the hearing.

**NOW, THEREFORE, BE IT RESOLVED**, that a public hearing be held on said proposed sale by the Sullivan County Legislature on Thursday, November 7, 2013 at 9:30AM, in the Legislative Chambers, County Government Center, Monticello, New York, and at least ten (10) days' notice of public hearing be given by the Clerk of the Sullivan County Legislature by due posting thereof on the bulletin board of the County of Sullivan and by publishing such notice as required by law.

**Moved by** \_\_\_\_\_,

**Seconded by** \_\_\_\_\_,

**and adopted on motion** \_\_\_\_\_, 2013.

**COUNTY OF SULLIVAN  
NOTICE OF PUBLIC HEARING**

**NOTICE IS HEREBY GIVEN** that pursuant to Not-for-Profit Corporation Law Section 1411(d)(3), the **SULLIVAN COUNTY LEGISLATURE** (the "County") will conduct a public hearing at 9:30AM in the morning (9:30AM) on the 7th day of November 2013, at the Legislative Chambers of the County Government Center, 100 North Street, Monticello, New York, to consider the proposed transfer by the County to the Sullivan County Funding Corporation of the Cornell Cooperative Extension Facility, located at 64 Ferndale Loomis Road #1, Liberty, New York 12754, at which time all interested persons will be heard.

DATED: October 17, 2013

ANNEMARIE MARTIN  
Clerk of the Legislature  
County of Sullivan, New York

**RESOLUTION INTRODUCED BY THE EXECUTIVE COMMITTEE TO RECLASSIFY  
A POSITION IN THE TREASURER'S OFFICE**

**WHEREAS**, the Treasurer has requested that a position within his office be reclassified, and

**WHEREAS**, the position being reclassified will allow for the continued functionality within the office, and

**WHEREAS**, the Personnel Officer has determined that the reclassification complies with Civil Service rules and regulations.

**NOW, THEREFORE, BE IT RESOLVED**, that the Sullivan County Legislature hereby authorizes the reclassification of position number 2775 Tax Clerk II to Tax Clerk I in the Treasurer's Office, and the authorization to fill the position.



**RESOLUTION NO.                    INTRODUCED BY THE EXECUTIVE COMMITTEE TO  
APPROVE A SULLIVAN COUNTY REVOLVING LOAN**

**WHEREAS**, the Sullivan County Division of Planning & Environmental Management (“Division”) oversees the County Main Street Microenterprise Business Revolving Loan Funds funded through grants received from the New York Governor’s Office of Small Cities; and

**WHEREAS**, the Division has submitted the loan report to the Sullivan County Revolving Loan Fund Advisory Board; and

**WHEREAS**, the Advisory Board has considered such loan report and accompanying financial information and approved by majority the loan request listed below contingent upon certain conditions as outlined in the loan commitment letter.

<u>Borrower</u>	<u>Program</u>	<u>Amount</u>
Louisa Pabon, Verde & Co.	Main Street Microenterprise	\$15,000

**NOW, THEREFORE, BE IT RESOLVED**, that the Sullivan County Legislature hereby authorizes the Division to commence with the loan closing process and to have all the necessary documents executed to secure the loan in such form as approved by the County Attorney; and

**BE IT FURTHER RESOLVED**, that the Sullivan County Treasurer is hereby authorized to draw checks for the borrower in the amount indicated above.

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COMBINED: LEGISLATIVE MEMORANDUM,  
CERTIFICATE OF AVAILABILITY OF FUNDS  
AND RESOLUTION COVER MEMO

To: Sullivan County Legislature

Fr: Jill M. Weyer

Re: Request for Consideration of a Resolution: Approve a revolving loan

Date: 10/09/2013

**Purpose of Resolution:** [Provide a detailed statement of what the Resolution will accomplish, as well as a justification for approval by the Sullivan County Legislature.]

Approve a Main Street Microenterprise Revolving loan for Louisa Pabon (Verde & Co.) to further expand her business in Mountindale. The loan will give her \$15,000 to complete her project started through the MAP grant program.

Is subject of Resolution mandated? Explain:

N

Does Resolution require expenditure of funds? Yes  No

If "Yes, provide the following information:

Amount to be authorized by Resolution: \$ 15,000.00

Are funds already budgeted? Yes  No

If "Yes" specify appropriation code(s): CD-00200-01170

If "No", specify proposed source of funds: \_\_\_\_\_

Estimated Cost Breakdown by Source:

County	\$ _____	Grant(s)	\$ _____
State	\$ _____	Other	\$ <u>15,000.00</u>
Federal Government	\$ _____	(Specify)	<u>County RLF Program</u>

Verified by Budget Office: \_\_\_\_\_

Does Resolution request Authority to Enter into a Contract? Yes  No

If "Yes", provide information requested on Pages 2. If "NO", please go straight to Page 3 and acquire all pre-legislative approvals.

JA

Request for Authority to Enter into Contract with [ Verde & Co. ] of  
[ Mountaindale, NY ]

Nature of Other Party to Contract: Professional Other:

Duration of Contract: From 11/01/2013 To 10/01/2020

Is this a renewal of a prior Contract? Yes \_\_\_ No

If "Yes" provide the following information:

Dates of prior contract(s): From \_\_\_\_\_ To \_\_\_\_\_

Amount authorized by prior contract(s): \_\_\_\_\_

Resolutions authorizing prior contracts (Resolution #s): \_\_\_\_\_

Future Renewal Options if any:

Is Subject of Contract – i.e. – the goods and/or services Mandated? Yes \_\_\_ No

If "Yes" cite the mandate's source; describe how this contract satisfies the requirements:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If "No" provide other justification for County to enter into this Contract: [County does not have resources in-house, best source of the subject materials, required by grant, etc.]:

RLF to assist local business

\_\_\_\_\_  
\_\_\_\_\_

Total Contract Cost for [year or contract period]: (If specific sum is not known state maximum potential cost): 15,000

Efforts made to find Less Costly alternative:

n/a

\_\_\_\_\_  
\_\_\_\_\_

Efforts made to share costs with another agency or governmental entity:

n/a

\_\_\_\_\_  
\_\_\_\_\_

Specify Compliance with Procurement Procedures (Bid, Request for Proposal, Quote, etc.)

n/a

\_\_\_\_\_  
\_\_\_\_\_

Person(s) responsible for monitoring contract (Title): Jill M. Weyer

**Pre-Legislative Approvals:**

A. Director of Purchasing: \_\_\_\_\_ Date \_\_\_\_\_

B. Management and Budget: \_\_\_\_\_ Date \_\_\_\_\_

C. Law Department: \_\_\_\_\_ Date \_\_\_\_\_

D. County Manager: \_\_\_\_\_ Date \_\_\_\_\_

E. Other as Required: \_\_\_\_\_ Date \_\_\_\_\_

Vetted in \_\_\_\_\_ Committee on \_\_\_\_\_

**RESOLUTION NO.            INTRODUCED BY THE EXECUTIVE COMMITTEE  
RATIFYING A MEMORANDUM OF AGREEMENT BETWEEN THE COUNTY  
OF SULLIVAN AND THE NEW YORK STATE NURSES ASSOCIATION AND  
AUTHORIZING THE COUNTY MANAGER TO EXECUTE SAID  
AGREEMENT**

**WHEREAS**, the collective bargaining agreement between the County of Sullivan and the New York State Nurses Association (hereinafter "NYSNA") expired on December 31, 2012;

**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, attached hereto and made a part hereof; and

**WHEREAS**, the employees represented by NYSNA 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 the NYSNA, 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 the NYSNA membership; 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.

Moved by \_\_\_\_\_,  
Seconded by \_\_\_\_\_,  
and adopted on motion \_\_\_\_\_, 2013.

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MEMORANDUM OF AGREEMENT

By and Between

The County of Sullivan

and

The New York Nurses Association

WHEREAS, the County of Sullivan ("County") and the New York State Nurses Association ("NYSNA") are parties to a Collective Bargaining Agreement for the term January 1, 2008 through December 31, 2012; and

WHEREAS, after substantial negotiations and agreement, the County and NYSNA wish to modify the Agreement.

NOW, THEREFORE, the parties agree that the Agreement be, and it is hereby modified as follows:

1. *Term.* January 1, 2013 through December 31, 2017.

2. *Article 5.01, Regular Compensation Rate, Schedule A,* shall be amended as

follows:

- Effective January 1, 2013 0% increase in base salaries
- Effective January 1, 2014 \$750.00 one-time payment (not added to base)
- Effective January 1, 2015 1% increase in base salaries
- Effective January 1, 2016 1% increase in base salaries
- Effective January 1, 2017 2% increase in base salaries

3. The parties agree to County Proposal #1, Housekeeping, correction of department name. The parties agree to change all wording of "Public Health Nursing," "Health Services," and "Home Care Division" to "Public Health Services" on the following pages and sections:

9/16/2013

- Page 1: Section 1
- Page 3: Section 3.02
- Page 5: Section 3.08
- Page 6: Sections 4.01, 4.0A and 401.B
- Page 8: Section 405.G
- Page 13: Section 7.01
- Page 21: Section 11.01B and 11.01D

4. The parties agree to County Proposal #2, to modify Article 3.04 on page 3 of the Agreement, the second paragraph as follows:

“Per diem employees in the Public Health Services who are assigned to nursing visits in either the certified home health agency or long-term care home health care program, must be available to work four (4) weekends per year...”, etc.

5. The parties agree to County Proposal #3, to modify Article 5.04 on page 8 of the Agreement, add to the last sentence after “who are called in to work.” (In the Department of Public Health Services must be designated by the Director of Public Health or his or her designee).

6. The parties agree to County Proposal #4, Article 6.04 on page 10 of the Agreement, by deleting the end of section which reads “in addition, employees are entitled to one (1) week of vacation in 1996.”

7. The parties agree to County Proposal #5, to modify Article 6.06 on page 10 of the Agreement, to provide that vacation time use shall be in units of 12/12 or 6/12 or multiples thereof.

8. The parties agree to County Proposal #6, to modify Article 6.12 on page 11 of the Agreement, to modify the third paragraph, last sentence, to read “It shall be the employee’s

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responsibility to notify the Department Head of such impending absences no less than one (1) hour before the start of the scheduled work day unless there is a different department policy in effect.”

9. The parties agree to County Proposal #7, to modify Article 6.18 on page 12 of the Agreement, to delete the last sentence, “The Department Head, when he/she deems it advisable, will attempt to have the employee excused from jury duty.”

10. The parties agree to County Proposal #8, to modify Article 9.05 on page 20 of the Agreement, by adding a new paragraph to read “The employer has the right by policy to specify the uniform colors and styles, including footwear.”

11. The parties agree to County Proposal #11, Housekeeping, to change all references of “Commissioner of Personnel” to “Director of Human Resources” or “Personnel Officer” as applicable on the following pages and sections:

- Page 11: Section 6:13 – Personnel Officer
- Page 14: Section 7:04 – Personnel Officer
- Page 20: Section 9:04 – Director of Human Resources
- Page 22: Section 11:03 – Director of Human Resources
- Page 22: Section 11:04 – Director of Human Resources

12. The parties agree to County Proposal #12 to modify Section 9.04 of the Agreement by deleting paragraphs 2 and 3 and replacing it with the following:

In the event that the department heads are unable to agree, the Director of Human Resources will determine each semester how many of the application approvals will be allocated by department.

Approval from the Director of Human Resources on job relevance is required.



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13. Effective with the calendar year 2014, the employer agrees to reimburse, annually in the amount of \$240.00, employees who request such reimbursement for using their personal cell phones for County business. It is understood that eligible employees shall include field nurses and on-call staff only. The annual stipend will be prorated for new employees and for employees who leave employment during the calendar year. Application for the reimbursement will be filed with the employer between November 1<sup>st</sup> and November 15<sup>th</sup> of each calendar year and reimbursement will be made no later than December 31<sup>st</sup> of the calendar year.

14. The parties agree to modify Article 4.03 by adding new language as follows:  
**Basic Work Week and Work Day: Community Services Department**

The basic work week for employees in the Community Services Department shall be thirty-five (35) hours, including the months of July and August, which shall be completed within five (5) days, Monday through Friday. The basic work day shall be 9:00 a.m. to 5:00 p.m., excluding meal period, except when evening hours are worked, at which time the work day shall be 12:00 p.m. to 8:00 p.m. or mutually agreed upon hours.

Effective January 1, 2013, all evening hours shall be assigned, on each schedule, by order of inverse seniority.

15. The parties agree to modify the Agreement by renumbering Article 14.10, Mandated Overtime, on page 25 of the Agreement to Section 4.07 and inserting it on page 8 of the Agreement.

16. The parties agree to modify Article 6.16, Bereavement Leave, to read as follows:

An employee shall be granted four (4) days leave of absence with pay in the event of death of a spouse, parents, children, sister or brother, grandparents, grandchildren or in-laws, or any relative who resides in the household of the employee; to include employee's significant other, who resided with the employee for six (6) months or more at the time of death.

17. The parties agree to modify Sections 6.19 and 6.20 as follows:

6.19 NYSNA Organization Leave

Up to a total of (4) paid workdays per year shall be provided to members of the bargaining unit (in the aggregate) for the purpose of attendance at NYSNA functions.

Up to six NYSNA representatives will be allowed reasonable time off with pay to provide representation to bargaining unit members concerning grievances or disciplinary matters. Time off for these purposes must be requested by the employee and the employer will not unreasonably deny the request. The total aggregate time allotted under this paragraph shall not exceed 12 days per calendar year.

6.20 Professional Development

The employer will provide for:

- (a) A planned orientation program for new hires or newly transferred employees.
- (b) A program of in-service education.
- (c) The Employer will post Continuous Education Courses that it desires employees to attend.

An employee who is required by the Employer to complete a specific training course or education program shall be granted time off with pay for the duration of such course or program. The Employer shall pay the cost of fees, travel and accommodation. When the Employer requires an employee to acquire a specific certification, time off with pay shall be granted and the Employer shall pay the cost of certification, fees, travel and accommodation, provided, however, that the Employer shall not pay for the cost of certification and fees when certification is a specified condition of qualification for appointment to a position. All travel and accommodation costs shall be paid in accordance with County policy.

Employees desiring to attend a professional development program which is not required by the employer shall request time off with pay to attend said program (typically one or two days). The Employer shall have full discretion regarding the granting of such leave.

- 18. Section 8.02 (Health Insurance), paragraph a(2), shall be modified to reflect the NYSNA Benefits Plan Fund annual payments for calendar years 2011, 2012, 2013, 2014 and

9/16/2013

2015. It is understood that the rates for 2016 and 2017 have not yet been determined, but as per past practice, those rates will be paid by the County.

19. This Agreement shall be subject to approval by the County Legislature and ratification by the membership of NYSNA. The parties' respective negotiating teams agree to recommend such approval/ratification to their principals.

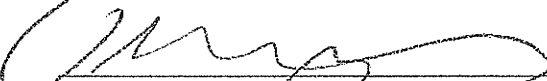
20. Once ratified by both parties, the Agreement shall be edited so as to incorporate all of the terms of the original contract into a single document which shall be executed by the parties and printed for circulation to the members of the bargaining unit.

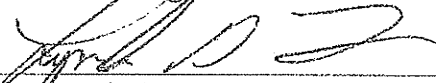
AGREED to this 16<sup>th</sup> day of September, 2013.


COUNTY OF SULLIVAN

NEW YORK STATE  
NURSES ASSOCIATION

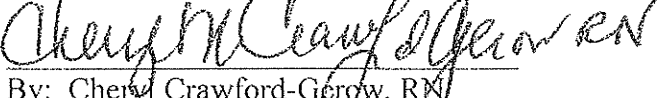
  
By: James W. Roemer, Jr. Esq.  
Chief Negotiator

  
By: Thomas Jennings  
Chief Negotiator

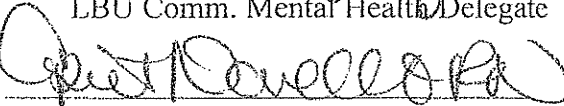
  
By: Lynda Levine  
Director of Human Resources

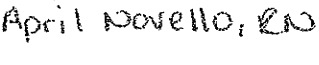
  
By: Mary Cudjoe, RN  
Nursing Representative

  
By: Carolyn Hill  
Personnel Officer

  
By: Cheryl Crawford-Gerow, RN  
LBU Comm. Mental Health Delegate

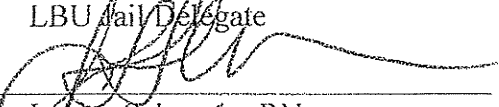
By: Joshua Potosek  
Acting County Manager

  
By: April Kessler, RN  
LBU Co-Chairperson

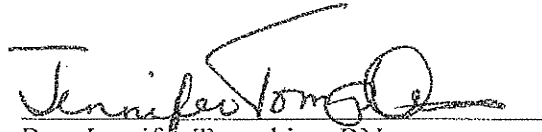
  
April Novello, RN

By: Peggy Johnson, RN  
LBU Adult Care Delegate

By: Joanne Ozolins, RN  
LBU Mail Delegate

  
By: Jessica Schwartz, RN  
LBU Co-Chairperson

9/16/2013

A handwritten signature in black ink, appearing to read "Jennifer Tompkins", written over a horizontal line.

By: Jennifer Tompkins, RN  
LBU Adult Care Delegate

**MEMORANDUM OF AGREEMENT  
BETWEEN**

**The COUNTY OF SULLIVAN  
AND  
NEW YORK STATE NURSES ASSOCIATION**

This Memorandum of Agreement consisting of pages 1 through 17, states the County of Sullivan and the New York State Nurses Association's agreement identifying the provisions of the collective bargaining agreement which the parties intend to execute. It is understood between the parties that the New York State Nurses Association will not be bound by this MOA and will not execute a collective bargaining agreement unless it is ratified by the Local Bargaining Unit Members.

It is further agreed and understood by the parties that any and all terms and conditions of employment of the County of Sullivan agreement and any and all subsequent memoranda of agreement, letters of understanding, or otherwise, not specifically addressed by this Memorandum of Agreement shall remain unchanged.

Upon ratification, the parties agree to execute a formal document integrating the terms of the MOA and the expired agreement in a reasonable period of time in accordance with the law.

Signed by Employer and Association

County of Sullivan

NEW YORK STATE NURSES ASSOCIATION

By: [Signature]

By: [Signature]

Title: Director of Human Resources

Title: Lab Rep

Date: 9/16/13

Date: Sept. 15, 2013

Negotiating Team Members:

[Signature]  
[Signature]  
[Signature]  
[Signature]

[Signature]  
[Signature]  
[Signature]

NYSNA and the County of Sullivan agree to the following regarding a successor agreement to the 2008-12 collective bargaining agreement

1. **Term**-The term of the successor agreement is from January 1, 2013 thru December 31, 2017.

2. **Schedule A –wages**

Effective January 1, 2013 0% increase in base salaries

- effective January 1, 2014 each full time employees shall receive a one time payment o f \$750.00,

-effective January 1, 2015 each full time employee shall receive a 1% increase in base salaries,

-effective January 1, 2016 each full time employee shall receive a 1% increase in base salary

-effective January 1, 2017 each full time employee shall receive a 2% increase in base salary

-all part time employees shall receive a prorated salary increase as per the above schedule, including the lump sum payment .Per diems employees shall receive percent increases only for 2015, 2016 and 2017 .

**8.02 Health plan** – all employee’s covered by this successor agreement shall be covered for NYSNA health benefits-No employee shall pay a premium cost for this plan( Plan A) . The Employer shall pay the following contribution schedule : 1/01/2013-12/31/13=\$14,801

1/01/14-12/31/14=\$15,858

1/01/15-12/31/15=\$17,015

**Section 8.02(11)**- opt out rates shall be 2013-\$541;

2014-\$554;

2015-\$567

Thereafter, for the term of this agreement, rates shall be determined by the trustees of the NYSNA benefits Plan.

**Add to section 9**-Effective with the calendar year 2014, the employer agrees to reimburse annually the amount of \$240 to employees who request reimbursement for their personal cell phone usage. This includes field nurses and on call staff only .

Payment shall be prorated for new employees and employees who leave during the year. Payment shall be made upon application to be filed with employer between nov. 1 and nov. 15 of each year and such reimbursement will be made no later than December 31 of the calendar year.

*p. 2*

County Proposal No. 2

Modify Article 3.04

Page 3: Section 3.04, second paragraph as follows: "Per diem employees in the Public Health Services who are assigned to nursing visits in either the certified home health agency or long term home healthcare program, must be available to work..." etc. (keep the rest of that sentence the same).

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4.06 Work Schedules

The Employer will post a monthly work schedule in advance of the beginning of the succeeding basic work period. The Employer may reschedule work as required and employees shall report to work in accordance with such revised schedules, subject only to reasonable notice. Schedules shall provide a minimum of every other weekend off except as precluded in the Employer's judgment by operating requirements. The Employer shall have the right to adjust hours during the course of a workweek or prior to hiring, provided the employee and the Employer mutually agree

Insert Section 14.10 Mandated Overtime as Section 4.07.

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P. 4 / 5

NYSNA Proposal

Add New Language.

4.03 Basic Workweek and Workday: Community Services Department

The basic workweek for employees in the Community Services Department shall be thirty-five (35) hours, including the months of July and August, which shall be completed within five (5) days, Monday through Friday. The basic workday shall be 9 A. M. to 5 P. M., excluding meal period, except when evening hours are worked, at which time the workday shall be 12:00 P.M. to 8:00 P.M. or mutually agreed upon hours.

Effective January 1, 2013, all evening hours shall be assigned, on each schedule, by order of inverse seniority.

Revised - December 17, 2012

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County Proposal No. 3 Revised 12/17/12

*Modify Article 5:04*

Page 8: Section 5.04. Add to last sentence after "who are called in to work", and (in the Department of Public Health Services, the call-in must be authorized by the Director of Patient Services or designee).

12/17/12  
JMC  
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County Proposal No. 4

*Housekeeping Article 6.04*

Page 10: Section 6.04 end of the section delete "In addition, employees are entitled to one (1) week of vacation in 1996." This language is no longer applicable.

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County Proposal No. 5

*Modify Article 6.06*

Page 10: Section 6.06. Modify to read that vacation time use shall be in units of 12/12 or 6/12 or multiples thereof.

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P.8

County Proposal No. 6 Revised 12/17/12

*Modify Article 6.12*

Page 11; Section 6.12. Third paragraph last sentence should be modified to read: "It shall be the employee's responsibility to notify the Department Head of such impending absences no less than one (1) hour before the start of the scheduled work day unless there is a different Department policy in effect."

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see [Signature]  
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County Proposal No. 11 Revised 12/17/12

*Housekeeping*

Page 11: Section 6:13: Change all references of "Commissioner of Personnel" to "Director of Human Resources" or "Personnel Officer" as applicable on the following pages and sections:

Page 11: Section 6:13 – Personnel Officer

Page 14: Section 7:04 – Personnel Officer

Page 20: Section 9:04 – Director of Human Resources

Page 22: Sections 11:03 and 11:04 – Director of Human Resources

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Add New Language and Delete Language.

6.16 Bereavement Leave

An employee shall be granted four (4) days leave of absence with pay in the event of death of a spouse, parents, children, sister or brother, grandparents, grandchildren or in-laws, or any relative who resides in the household of the employee; to include employee's significant other, who resided with the employee for six (6) months or more at time of death. Delete {In the event the death occurs on Friday, Saturday, or Sunday, Saturday and Sunday will be considered as one (1) day, and the employee shall be granted only three (3) days leave of absence with pay.}.

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County Proposal No. 7

*Modify Article 6.18*

Page 12: Section 6.18 delete the last sentence, "The Department Head, when he/she deems it advisable, will attempt to have the employee excused from jury duty."

*OK*  
*7/11/12*

*PC*  
*12-17-12*  
*John*  
*12/17/12*

*p. 12*

9/16/2013

6.19 NYSNA Organization Leave

Up to a total of (4) paid workdays per year shall be provided to members of the bargaining unit (in the aggregate) for the purpose of attendance at NYSNA functions.

Up to six NYSNA representatives will be allowed reasonable time off with pay to provide representation to bargaining unit members concerning grievances or disciplinary matters. Time off for these purposes must be requested by the employee and the employer will not unreasonably deny the request. The total aggregate time allotted under this paragraph shall not exceed 12 days per calendar year.

6.20 Professional Development

The employer will provide for:

- (a) A planned orientation program for new hires or newly transferred employees.
- (b) A program of in-service education.
- (c) The Employer will post Continuous Education Courses that it desires employees to attend.

An employee who is required by the Employer to complete a specific training course or education program shall be granted time off with pay for the duration of such course or program. The Employer shall pay the cost of fees, travel and accommodation. When the Employer requires an employee to acquire a specific certification, time off with pay shall be granted and the Employer shall pay the cost of certification, fees, travel and accommodation, provided, however, that the Employer shall not pay for the cost of certification and fees when certification is a specified condition of qualification for appointment to a position. All travel and accommodation costs shall be paid in accordance with County policy.

Employees desiring to attend a professional development program which is not required by the employer shall request time off with pay to attend said program (typically one or two days). The Employer shall have full discretion regarding the granting of such leave.

~~18. Section 8.02 (Health Insurance), paragraph a(2), shall be modified to reflect the NYSNA Benefits Plan Fund annual payments for calendar years 2011, 2012, 2013, 2014 and~~

13

8.13

County Proposal No. 12 Revised 12/17/12

*Modify Section 9:04*

Page 19: Section 9,04. Modify the last two paragraphs of Section 9:04 on page 20 to read as follows:

"In the event that the Department Heads are unable to agree, the Director of Human Resources shall have the authority to make the final decision on the distribution of this benefit for the semester in question."

"Approval from the Director of Human Resources on job relevance is required."

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County Proposal No. 8 Revised 12/17/12

*Modify 9.05*

Page 20: Section 9.05. Add a new paragraph to read: "The Employer has the right by policy to specify the uniform colors and styles, including footwear".

12/17/12  
JMC  
OK  
12-17-12

P. 15

Julian  
Jim Noenen  
12-11-12  
11:35 am

County Proposal No. 11

*Housekeeping*

Change all references of "Commissioner of Personnel" to "Director of Human Resources" or "Personnel Officer" as applicable on the following pages and sections:

Page 11: Section 6:13 – Personnel Officer

Page 14: Section 7:04 – Personnel Officer

Page 20: Section 9:04 – Director of Human Resources

Page 22 Section 11:03 - 11:04 Jim DIR


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P.16

County Proposal No. 1:

*Housekeeping* - Correction of Department Name

Change all wording of "Public Health Nursing", "Health Services" and "Home Care Division" to "Public Health Services" on the following pages and sections:

- ✓ Page 1: Section 1
  - ✓ Page 3: Section 3.02
  - ✓ Page 5: Section 3.08
  - ✓ Page 6: Sections 4.01, 401.A, and 401.B
  - ✓ Page 8: Section 405.G
  - ✓ Page 13: Section 7.01
  - ✓ Page 21: Section 11.01 B, and 11.01 D
  - ~~Page 27-28: Section A, Section A-1.01 A~~
- 

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Jan 12-17-12

p. 17

**RESOLUTION INTRODUCED BY EXECUTIVE COMMITTEE**

**RESOLUTION TO AUTHORIZE A PUBLIC HEARING FOR THE TRANSFER OF COUNTY PROPERTY PURSUANT TO NOT-FOR-PROFIT CORPORATION LAW SECTION 1411**

**WHEREAS**, there has been introduced and presented at a meeting of the Sullivan County Legislature a request to transfer County owned property to the Sullivan County Funding Corporation, a Local Development Corporation, and

**WHEREAS**, pursuant to Section 1411(d)(3) of the Not-for-Profit Corporation Law, a public hearing is required to be conducted by the County Legislature prior to the sale of such property, and

**WHEREAS**, pursuant to Section 1411 (d)(4) of the Not-for-Profit Corporation Law, notice of such hearing must be published at least ten days before the date set for the hearing.

**NOW, THEREFORE, BE IT RESOLVED**, that a public hearing be held on said proposed sale by the Sullivan County Legislature on Thursday, November 7, 2013 at 9:35AM, in the Legislative Chambers, County Government Center, Monticello, New York, and at least ten (10) days' notice of public hearing be given by the Clerk of the Sullivan County Legislature by due posting thereof on the bulletin board of the County of Sullivan and by publishing such notice as required by law.

Moved by \_\_\_\_\_,

Seconded by \_\_\_\_\_,

and adopted on motion \_\_\_\_\_, 2013.

**COUNTY OF SULLIVAN  
NOTICE OF PUBLIC HEARING**

**NOTICE IS HEREBY GIVEN** that pursuant to Not-for-Profit Corporation Law Section 1411(d)(3), the **SULLIVAN COUNTY LEGISLATURE** (the "County") will conduct a public hearing at 9:35AM in the morning (9:35AM) on the 7th day of November 2013, at the Legislative Chambers of the County Government Center, 100 North Street, Monticello, New York, to consider the proposed transfer by the County to the Sullivan County Funding Corporation of the Apollo Plaza, located at East Broadway, Monticello, NY 12701, at which time all interested persons will be heard.

DATED: October 17, 2013

ANNEMARIE MARTIN  
Clerk of the Legislature  
County of Sullivan, New York



**RESOLUTION NO.                    INTRODUCED BY EXECUTIVE COMMITTEE TO  
EXTEND THE FULL-TIME TEMPORARY ACCOUNT CLERK/DATABASE  
POSITION IN THE EARLY CARE PROGRAM AT PUBLIC HEALTH SERVICES**

**WHEREAS**, in order to bill for the 2011-2012 and the 2012-2013 school year Medicaid billing for the Early Care Program, data needs to be entered into the K Systems which is a Medicaid billing program, and

**WHEREAS**, the close out period for entering the data for these sessions has been extended by the state and the Medicaid revenue needs to be checked for errors before submitting, and,

**WHEREAS**, the time frame for the full-time Temporary Account Clerk/Database position at Public Health Services in the Early Care Program needs to be increased for an additional three months to assist with the data entry of this documentation, and completing a backlog of work.

**NOW, THEREFORE, BE IT RESOLVED**, that timeframe for the full-time Temporary Account Clerk/Database position be increased by three months as soon as possible.

**Moved by  
Seconded by  
and declared duly adopted on motion**

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