

SUFFOLK COUNTY COURT EMPLOYEES ASSOCIATION

Delegates Meeting

Hauppauge Palace Diner

525 Smithtown Bypass, Hauppauge, NY 11788

December 23rd, 2022

PLEDGE TO THE FLAG

- a. Moment of Silence

2. ROLL CALL

- a. The Executive Board, comprised of Mr. Gerard Gwinn (President), Mr. Joey Gagnon (1st Vice-President), Mr. John Tufarella (2nd Vice President), Mr. Franky Garay (Secretary Treasurer) and Ms. Danielle L. Vios (Recording Secretary) is PRESENT.
- b. 23 Delegates PRESENT / 1 ABSENT

3. READING OF THE PRIOR MINUTES

- a. Motion To Waive

4. TREASURE'S REPORT – as of 12/23/2022

- a. Union Account \$61,932.34
- b. Welfare Account \$563,734.04
- c. PAC Fund \$11,938.94
- d. Scholarship Fund \$38,961.25
- e. Union Investments \$157,313.00
- f. Investments \$3,052,114.00

This money is earmarked for the Welfare Fund as “Reserves” which will enable us to keep afloat for (22) months without contribution if something were to happen

5. SICK LEAVE BANK

- a. The Sick Leave Bank balance is approx. 66,500 hours
- b. We have had no contributions from the members in over (5) years

- c. Annual contributions to sustain the SLB from Active Employees is 3.5hrs of SL. As per the Procedures and Guidelines For Implementation of Section 9.3(j) Sick Leave Bank of our CBA, New Employees initial contribution is 21hrs of SL, New Employee Transfers from another unit will have an initial contribution of 14hrs, and if one has declined to participate and seeks membership to the SLB they will be required to contribute SL equal to the level of contributions they would have made had s/he joined the SLB when originally eligible and will not be eligible for grants for the first SIX months.

6. DISCIPLINARY ACTIONS

- a. We currently have 7 pending down from 10

7. GRIEVANCES

- a. **8/26/2021 - Contractual Grievance - Vaccination Mandate**

Pursuant to **Article 35 - Conclusion Of Collective Negotiations** of our CBA where it states “During the term of this Agreement, neither party will unilaterally seek to modify its terms through legislation or any other means.” OCA is in direct violation by modifying the terms and conditions of employment. Also, in violation of **Article 38 Conflict With Agreement** where it states “Where the Rules of the Chief Judge and Chief Administrative Judge and the Agreement conflict, the provisions of this agreement shall prevail.” This is still tied up in PERB.

****The Improper Practice charge is still pending in P.E.R.B.**

- b. **9/13/2021** – Prior/Past Practice Grievance – Lieutenant from the Mags is no longer allowed to cover the late shift if the 9-5 Lieutenant in District Court is out in order to avoid paying the Over Time. This is at Step 2.
- c. **9/21/22** – Filed a Grievance regarding the denial of Family Sick Leave
- d. **12/21/22** – Filed a Non-Contractual Past Practice Grievance regarding an employee being returned to their original work assignment after IG charges are dismissed.

8. UPGRADES

- a. Nothing new to report at this time.
- b. OCA said they currently have nothing to talk about on upgrades

9. LEGISLATION

- a. The $\frac{3}{4}$ Bill has been shot down yet again. It was vetoed by the Governor back on December 16th.
- b. OCA is putting our Bill in for Legislative approval for our new CBA (Collective Bargaining Agreement). As soon as we know anything...
YOU WILL KNOW!!!!

10. OTHER BUSINESS

- a. **Annual Dinner Dance** – Thursday November 10th, 2022 was a VERY successful night!! We raised approx. \$25,000
- b. **New Contract** – The New Contract passed by an overwhelming vote:

585 YES
68 NO

- c. **President Gwinn opened the floor for questions/comments...**

11. MOTION TO ADJOURN

MEETING ADJOURNED