

**Town of New Paltz  
Building Department**

# Memo


**To:** Supervisor Bettez  
**From:** Thomas Tryon, Department Head  
**cc:** Council Members of the Town Board  
**Date:** 3/18/2024  
**Re:** Normann Staffing - Temporary Hire

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I respectfully request the Town Board authorize the execution of an agreement between the Town of New Paltz and Normann Staffing. This agreement will allow the Building Department to retain a temporary employee via Normann Staffing until such time that a full-time Building Department Clerk can be hired from the Ulster County Civil Service list. I anticipate this temporary employee will be necessary for two to four weeks.

I am available should you have any questions, comments, or concerns.

Respectfully submitted,



Thomas V. Tryon  
Department Head



This Agreement is made by and between APM HR Staffing Services, LLC, DBA Normann Staffing in the State of New York with its principal place of business at 144 Pine Street, Suite 140 Kingston, New York, 12401 hereinafter referred to as NORMANN and Town of New Paltz with its principal place of business at 52 Clearwater Rd. New Paltz, NY 12561 hereinafter referred to as CLIENT.

### 1 CANDIDATE ACQUISITION

NORMANN works hard to maintain a constantly evolving pool of applicants customized to meet our client's needs. We recognize one of the major keys to our success is finding qualified employees that meet our client's specific criteria. We utilize major job boards, trade schools, community colleges, universities, job fairs and job expos. We also have a referral bonus program for our existing staff where we reward them for sending us qualified applicants.

### 2 INTERVIEW PROCESS

NORMANN understands the critical need for comprehensive testing and screening procedures to verify the exact skill level and experience of potential temporary employees. To further reduce the costs of staffing for our clients, we have designed the following program to increase the accuracy of our placements. We are committed to placing the most qualified employees so we meet with all candidates face to face. During the interview process we cover the following points.

- a. Skill Validating: Technical questioning of candidate's skills to identify: how, when and where they acquired their skills
- b. Work History: Verify the credibility of an employee's ability to commit to an assignment
- c. Reliability Assessment: In-depth interviewing and employment history evaluations to screen our applicants to find only the most reliable employees.
- d. Testing: We currently use a Skills Assessment tool that offers hundreds of assessments including but not limited to Administrative, Accounting, Legal, Healthcare, and more.

### 3 REFERENCE CHECKING

Prior to placement, all applicants will have references checked on their last 3 employers, whenever possible. We verify dates of employment, position held, duties performed, pay rate and reason for separation. After this we dig further for information such as quality of work, initiative and dependability.

### 4 BACKGROUND CHECKS, DRUG TESTING, HEALTH ASSESSMENTS

As part of our service to our clients, when requested, NORMANN will perform Criminal Background Investigations, Drug Testing, and Health Assessments on our candidates. NORMANN will also comply with all New York State Department of Health and New York State Education Department regulations in connection with onboarding of new staff, as well as ongoing employment.



## 5 HIRING PROCESS

**NORMANN** will submit qualified candidates for the position to the **CLIENT** to select the best choice. There is never an obligation to hire exclusively through **NORMANN**. However, the **CLIENT** may not hire someone who has been referred by **NORMANN** directly on their payroll without meeting the contracted temp to perm hours or paying a permanent placement fee to **NORMANN**.

If a candidate has been submitted by **NORMANN** for consideration, but previously submitted a resume and was never interviewed, the candidate is not eligible for hire by the **CLIENT** without a fee being paid to **NORMANN**. The candidate, as an employee of **NORMANN**, is also prohibited from a direct hire by the **CLIENT** unless a fee is paid to **NORMANN**.

The waiting period for hiring a **NORMANN** referral or employee without paying a fee is one year, either from the last day of work or from the date of referral, if the candidate was not hired by the client. Subsequent work anywhere, after the assignment ends or after referral date, does not negate **CLIENT'S** obligation to pay a fee for this candidate to **NORMANN**.

## 6 ACCOUNTABILITY AND FOLLOW THROUGH

**NORMANN** will communicate with you about the success of the staff member we send you early in the assignment and then periodically throughout the time they are with you. This ensures our staff member is meeting your needs. We also communicate with our staff to make sure they are satisfied with their assignment.

## 7 FEES (REFER TO ATTACHED SCHEDULE A)

## 8 PAYROLL/BILLING/OVERTIME/REPORTING REQUIRMENTS

- a. **Our Weekly Payroll:** **NORMANN'S** payroll week is Monday – Sunday. Employees are paid on a weekly basis. At the end of each payroll week, your **NORMANN** employee will submit a completed **NORMANN** timesheet for you to review and approve. Once approved, the employee will send the timesheet to **NORMANN** so that payroll can be processed.

## 8 PAYROLL/BILLING/OVERTIME/REPORTING REQUIRMENTS (continued)

- b. **Billing:** Temporary employees are billed at an hourly rate. Each week, you will receive an invoice for the hours worked by your **NORMANN** employee during the previous week. Our invoices are due upon receipt. Any invoice payments received later than 30 days are subject to a late fee. Invoices paid by credit card are subject to a 3.5% additional fee of the billable amount.
- c. **Overtime:** Overtime is billed at time and a half. Overtime is any time worked within a single payroll week that exceeds 40 hours.
- d. **Meal Breaks:** In compliance with NYS labor laws, all **NORMANN** employees will be entitled to one 30 minute meal break for every shift exceeding 6 hrs.



- e. Jobsite Injuries/Incidents: **CLIENT** agrees to notify **NORMANN** immediately of any incidents or injuries that occur on the worksite involving a Normann employee.
- f. Keep Us Informed: So that we can continue to give you the superior level of customer service and quality staffing that our clients have come to rely on, we ask that you keep us informed and notify us as soon as possible of any problems or concerns that may arise.

## 9 PRIVACY

**NORMANN** will comply with all requirements for privacy of client and patient information in accordance with the Health Insurance Portability and Accountability Act of 1996 (if applicable) and the regulations promulgated in the services that are provided by **NORMANN** personnel, use any and all business information about the **CLIENT**, which **NORMANN** personnel develops, learns, or obtains during the period **NORMANN** provides services to the **CLIENT**. However, **NORMANN** shall not be obligated under this paragraph with respect to information that can be documented: (i) is or becomes readily publicly available without restriction through no fault of **NORMANN** or (ii) that **NORMANN** knew without restriction prior to its disclosure by the **CLIENT**. Upon termination and as otherwise requested by the **CLIENT**, **NORMANN** will promptly return to the **CLIENT** all items and copies containing or embodying proprietary information.

## 10 PERFORMANCE

By signing this Agreement, **NORMANN** represents and warrants that: (i) the services provided will be performed in a professional and workmanlike manner and that none of such services or any part of this agreement is or will be inconsistent with any obligation **NORMANN** may have to others; (ii) all work performed under this Agreement shall be performed by **NORMANN** and on **NORMANN'S** own behalf; and (iii) **NORMANN** has the full right to provide the **CLIENT** with the services provided for herein.

## 11 INSURANCE

Notwithstanding any provision hereof, for all purposes of this Agreement, each party shall be and act as an independent business and not as a partner of the other. **NORMANN** is acting as an independent contractor and is solely responsible for all taxes, withholdings, and other statutory or contractual obligations including workers compensation, disability and unemployment insurance benefits for the staff provided by **NORMANN**. **NORMANN** maintains a General Liability policy, a Professional liability policy, an Errors & Omissions policy and a Crime policy.

## 12 INDEMNIFICATION

To the extent permitted by law, **CLIENT** will defend, indemnify, and hold APM HR Staffing Services, LLC DBA, **NORMANN STAFFING**, and its directors, officers, agents, representatives, and employees harmless from all claims, losses and liabilities (including reasonable attorneys' fees) to the extent caused by **CLIENT'S** breach of this Agreement; its failure to discharge its duties, responsibilities, or the negligence, gross negligence; or willful misconduct of **CLIENT** or **CLIENT'S** officers, employees, or authorized agents in the discharge of those duties and responsibilities. **NORMANN** agrees to hold **CLIENT** and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses and liabilities (including reasonable attorneys' fees) to the extent caused by **NORMANN'S** breach of this



Agreement; its failure to discharge its duties, responsibilities, or the negligence, gross negligence; or willful misconduct of NORMANN officers, employees, or authorized agents in the discharge of those duties and responsibilities.

**13 TERM OF AGREEMENT**

This Agreement shall begin from the first date on which both parties have executed it. The Agreement may be terminated by either party upon 30 days written notice to the other party except that, if a party becomes bankrupt or insolvent, discontinues operations, or fails to make any payments as required in the Agreement, either party may terminate the agreement upon 24 hours written notice.

This Agreement has been duly executed by NORMANN STAFFING and TOWN OF NEW PALTZ on the dates listed below based upon terms and conditions as set forth in pages 1-5 of this Agreement.

**NORMANN STAFFING**

**TOWN OF NEW PALTZ**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## SCHEDULE A – FEES

- a) **Temporary Fees:** Our temporary employees are billed at an hourly rate. Each placement is unique, and each bill rate is determined on a case by case basis using a customized formula that takes into account the job descriptions, the skills and experience required for the job, as well as our costs. The bill rate quoted is an all-inclusive amount and the **CLIENT** will never pay more than the agreed upon rate.
- b) All positions will be billed at a markup of 50% above the agreed upon pay rate. **CLIENT** and **NORMANN** will agree upon all rates prior to employment. These bill rates include payment of Social Security tax, unemployment insurance, workers compensation, NYS Disability, Errors/Omission policy, Crime Policy, General and Professional liability insurance and any and all fees and taxes associated with the employment of the individual by **NORMANN**.
- c) **Temporary to Permanent Hours:** 750 hours after which no fee would be paid to **NORMANN** for making the person a permanent placement. If the **CLIENT** wishes to hire the **NORMANN** employee prior to the 750 hours threshold for Temporary to Permanent, the fee to the **CLIENT** is determined by calculating the percentage of remaining hours up to 750, then multiplying that percentage times the Permanent placement fee. If the **CLIENT** hires a **NORMANN** employee permanently, the employee will start on **CLIENT'S** payroll no sooner than the first Monday after the employee reaches 750 hours, or any Monday thereafter. **CLIENT** is under no obligation to hire a **NORMANN** employee once the 750 hours have completed and may continue with the placement through **NORMANN** for as long as they choose beyond 750 hours. The Temporary to Permanent threshold of 750 applies to each employee and is not transferrable.
- d) **Permanent Fees (Optional):** In this option the **CLIENT** will pay **Normann** a fee 15% of the estimated first year salary within 30 days of the candidate starting work with the **CLIENT**. The candidate will immediately be on the payroll of the **CLIENT**. If employment ends for any reason during the first one hundred (100) calendar days, **NORMANN** will consider the service charge earned at the rate of 1% (1/100) of the service charge for each day lapsed. **NORMANN** will reduce the service charge in accordance with this guarantee and will submit a revised invoice or make a refund.
- e) The waiting period for hiring a **NORMANN** referral or employee without paying a fee is one year, either from the last day of work or from the date of referral, if the candidate was not hired by the client. Subsequent work anywhere, after assignment ends or after referral date, does not negate **CLIENT'S** obligation to pay a fee for this candidate to **NORMANN**.
- a) **NYS Paid Sick Leave:** In accordance with the NYS Paid Sick Leave Law, **NORMANN** employees will be permitted to request paid sick leave for qualifying illnesses / events. In an effort to keep **CLIENT** markups as low as possible, **NORMANN** will bill **CLIENT** only for qualifying paid sick leave that employees take at a reduced markup of 15% over the employee's pay rate to cover the basic cost of the leave. As per NYS law, **NORMANN** employees will accrue paid sick leave at a rate of 1 hour of sick pay for every 30 hours worked and must request the leave in advance whenever possible. Leave will not be paid out retroactively if the request is made more than 24 hours after leave is taken.

## Tom Tryon

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**From:** Tom Tryon  
**Sent:** Tuesday, March 12, 2024 2:14 PM  
**To:** supervisor townofnewpaltz.org  
**Cc:** Assistant townofnewpaltz.org  
**Subject:** FW: Normann Staffing Contract  
**Attachments:** Town of New Paltz Contract.docx; Duties and Responsibilities of the Building Department Clerk.docx; CLERK-1320.pdf

Neil,

Attached you will find a proposed contract from Normann Staffing for the placement of a temporary employee to fill the current vacancy in the Building Department. I've also included the description from Ulster County Civil Service for the clerk position as well as the more specific requirements of the Building Department Clerk.

I would ask that the Board consider retroactively approving the hiring of a temporary employee until such time that the Ulster County Civil Service list can be canvassed, and candidates interviewed.

Thank you,

Tom Tryon  
Department Head / Fire Inspector  
Building Department  
Town of New Paltz  
52 Clearwater Road  
New Paltz, NY 12561  
(845) 255-0102 ext. 3

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**From:** Domenica Murray <domenica@normannstaffing.com>  
**Sent:** Monday, March 11, 2024 11:39 AM  
**To:** Tom Tryon <ttryon@townofnewpaltz.org>  
**Cc:** Info <info@normannstaffing.com>  
**Subject:** RE: Normann Staffing Contract

Caution! This message was sent from outside your organization.

[Allow sender](#) | [Block sender](#)

Hi Tom,

I apologize for that error – I've attached the revised contract with the corrected address.

Thanks so much,

Domenica Murray  
Business Manager

Normann Staffing  
144 Pine Street

Suite 140  
Kingston, NY 12401  
845-338-9111  
845-338-1710 – fax  
[www.normannstaffing.com](http://www.normannstaffing.com)



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**From:** Tom Tryon <[ttryon@townofnewpaltz.org](mailto:ttryon@townofnewpaltz.org)>  
**Sent:** Monday, March 11, 2024 11:35 AM  
**To:** Domenica Murray <[domenica@normannstaffing.com](mailto:domenica@normannstaffing.com)>  
**Cc:** Info <[info@normannstaffing.com](mailto:info@normannstaffing.com)>  
**Subject:** RE: Normann Staffing Contract

Domenica,

Thank you for sending this over. I did notice that the address for the Town of New Paltz is incorrect on the contract. Our address is 52 Clearwater Road, New Paltz, Ny 12561. The address referenced is for the Village of New Paltz.

Other than that, I will review the contract and get back to you.

Thank you,

Tom Tryon  
Department Head / Fire Inspector  
Building Department  
Town of New Paltz  
52 Clearwater Road  
New Paltz, NY 12561  
(845) 255-0102 ext. 3

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**From:** Domenica Murray <[domenica@normannstaffing.com](mailto:domenica@normannstaffing.com)>  
**Sent:** Monday, March 11, 2024 10:47 AM  
**To:** Tom Tryon <[ttryon@townofnewpaltz.org](mailto:ttryon@townofnewpaltz.org)>  
**Cc:** Info <[info@normannstaffing.com](mailto:info@normannstaffing.com)>  
**Subject:** Normann Staffing Contract

Hi Tom,

Thanks so much for reaching out to us with your temporary staffing need. As discussed, attached is our contract for your review / signature. If you have any questions, please feel free to reach out to me anytime. Once we have the signed contract, we'll start reaching out to potential candidates and will get you resumes ASAP.

Thanks so much,

Domenica Murray  
Business Manager

Normann Staffing



144 Pine Street  
Suite 140  
Kingston, NY 12401  
845-338-9111  
845-338-1710 – fax  
[www.normannstaffing.com](http://www.normannstaffing.com)



## CLERK

**DISTINGUISHING FEATURES OF THE CLASS:** The work involves responsibility for the performance of routine clerical tasks. The work is carried out in accordance with established procedures and involves entry level office duties which provide support to the function of a municipal department or agency. The class differs from that of Senior Clerk in that Clerk is the entry level of the clerical series whereas Senior Clerk is the second level having greater responsibility. Depending on assignment, work is performed under the general or direct supervision of a higher level employee. Detailed instructions are given for new or difficult assignments. Supervision of others is not normally a responsibility of the class. Does related work as required.

**TYPICAL WORK ACTIVITIES:** The typical work activities listed below, while providing representative examples of the variety of work assignments in the title, do not describe any individual position. Incumbents in this title may perform some or all of the following, as well as other related activities not described.

Sorts, indexes and files mail, bills, requisitions, ledger cards and other material;

Pulls materials from files and maintains charge-out records;

Answers telephone and gives out routine information;

Collects funds and accounts for monies received;

Makes entries on cards or in ledger from original sources;

May keep employee time records and prepares payrolls;

May act as a receptionist or switchboard operator;

May utilize electronic data processing equipment in the course of carrying out various clerical duties;

Assists in preparation of routine reports;

Makes arithmetic computations;

Performs a variety of related clerical tasks;

When employed by a School District:

May occasionally assist in supervising recreation, lunch periods, study halls, etc.;

May occasionally assist teaching or other professional staff by providing limited assistance to students.

**FULL PERFORMANCE KNOWLEDGES, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:** Working knowledge of office terminology, procedures and equipment;

**Clerk**

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working knowledge of business arithmetic and English; ability to understand and carry out oral and written directions; ability to get along well with others; ability to write legibly and keep accurate records; clerical aptitude; physical condition commensurate with the demands of the position.

**MINIMUM QUALIFICATIONS:** Successful completion of the eighth grade in school; or its equivalent.

**ULSTER COUNTY**

**1320 CLERK**

Classification: Competitive

**1321 CLERK PT**

Classification: Non-Competitive

Grade: 3

Union: CSEA

**1325 CLERK (Sheriff's Dept only)**

Classification: Competitive

**1326 CLERK PT (Sheriff's Dept only)**

Classification: Non-Competitive

Grade: 2

Revised: July 17, 1990

Revised: December 22, 1993