

WHEREAS, New York farmers who ship to new England benefit from the Compact pricing while those who ship elsewhere do not, and

WHEREAS, the Women's, Infants' and Children's Program (WIC) is held harmless in its milk purchases, and

WHEREAS, the Compact recognizes the problems of the New York dairy industry as part of a regional pattern which can be addressed on a regional basis, said compacts being constitutionally sanctioned as an effective means of dealing with regional problems, now therefore be it

RESOLVED, that we call upon the New York State Legislature to pass legislation allowing New York State to join the Compact by passing legislation authorizing same, and be it

FURTHER RESOLVED, that the Clerk of the Broome County Legislature transmit copies of this resolution to Assembly Speaker Sheldon Silver, Senate Majority Leader Joseph Bruno, Senator Thomas W. Libous and Assemblymen Jay J. Dinga and Robert J. Warner.

**Carried.**

Mr. Shafer moved, seconded by Mr. Pasquale to **adjourn** at 4:50pm.  
The adjournment **carried**. Ayes-18, Nays-0, Absent-1 (Mather).

**BROOME COUNTY LEGISLATURE  
SPECIAL SESSION  
THURSDAY, FEBRUARY 19, 1998**

The Legislature convened at 3:55pm with a call to order by the Chair, Daniel A. Schofield. The Clerk, Louis P. Augostini, read the fire exit announcement and called the Attendance Roll, Present-19, Absent-0.

The Chair, Mr. Schofield, let the members of the Legislature in the Pledge of Allegiance to the Flag, followed by a moment of silent meditation.

**RESOLUTION NO. 80**

By Personnel and Finance Committees

Seconded by Mr. Howard

**RESOLUTION AUTHORIZING LABOR AGREEMENT WITH LOCAL 2012 SECURITY AND LAW ENFORCEMENT COUNCIL 82 AFL-CIO FOR JANUARY 1, 1997 THROUGH DECEMBER 31, 2000**

WHEREAS, the County of Broome, under the provisions of the Civil Service Law (Taylor Law), has heretofore recognized Local 2012 Security and Law Enforcement Council 82 AFL-CIO as an employee organization for those certain Broome County employees represented by said Union, and

WHEREAS, this County Legislation, by Resolution No. 489 of 1995, authorized a written agreement with Local 2012 setting forth the terms and conditions of employment for those employees represented by said Union for the period January 1, 1994 through December 31, 1996, and

WHEREAS, a tentative agreement has been reached with Local 2012 for the period January 1, 1997 through December 31, 2000, and

WHEREAS, it is desired at this time to renew said labor agreement on the terms and conditions set forth in the Memo of Agreement on file with the Clerk of this Legislature, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes an agreement with Local 2012 Security and Law Enforcement Council 82 AFL-CIO setting forth the terms and conditions of employment for those employees represented by said Union, for the period January 1, 1997 through December 31, 2000, and be it

FURTHER RESOLVED, that said agreement shall be upon substantially similar terms and conditions as the 1994 to 1996 written labor agreement with the exception of those changes listed on Exhibit "A" attached hereto, and be it

FURTHER RESOLVED, that the County Executive or his duly authorized representative is hereby authorized to execute any such agreements, documents, or papers, approved as to form by the Department of Law, as may be necessary to implement the intent and purpose of this Resolution.

**EXHIBIT A**  
**County Negotiations with Local 2012 (2/17/98)**

Civilians and Court Security Officers

1/1/97 3% general wage increase

1/1/98 Remove from Local 2012

Union #27 Shift Differential

Effective 1/1/99 Increase shift differential to \$.40/hour for 2<sup>nd</sup> shift  
Increase shift differential to \$.45/hour for 3<sup>rd</sup> shift

Union #36 Fitness

1a to read:

"The fitness test referenced above is the fitness exam given at the time the employee was hired."

11.2.1 Work Week

The regular work week for the Corrections Division shall consist of four consecutive days on and two consecutive days off, **with the exception of the following:**

**Correction Lt., CO on Transport Duty, CO on Visitation Duty, CO on  
Grievance Duty, Training Sgt., Inmate Work program Sgt., CO on  
Classification Duty, CO on Program Area Rover Duty**

**Officers assigned to the duties listed as exceptions shall work a schedule consisting of five consecutive days on (Monday – Friday) and two consecutive days off.** The regular work week for Identification employees, shall be five consecutive days on and two consecutive days off, Monday through Friday inclusive.

13.6 Pre-Shift Reporting Pay

Regular full-time Correction Officers regularly required to report to work at least 15 minutes prior to the starting hour of their shift shall be compensated for this time at their regular rate of pay (i.e., 15 minutes = ¼ of the hourly rate). Any employee not reporting for the pre-shift report shall not receive pay for this time. **The decision to require pre-shift report shall be at the sole discretion of the Jail Administrator and shall not be grievable.**

22.1.1 Family Illness

Employees contracting or incurring any non service connected illness or disability, including pregnancy and maternity care where a certified disability exists, who are quarantined by health

authorities, or who must make medical, optician or dental visits during their regular work hours, shall be entitled to receive sick leave at full pay for such absences. Such leave, not to exceed ten (10) work days in any one calendar year, may be used also in the event of illness in the immediate family of such employee (the employee's spouse, parents, children, grandparents) where their presence is necessary. **After any such absence for family illness the Sheriff may require a statement from the attending physician explaining the necessity of the employee's presence.**

22.1.7 Sick Leave

- a. For the purposes of this section, "12 month period" shall mean "in the previous 12 months". "Sick leave frequency" shall mean absence resulting in the use of sick time for 1 or more consecutive workdays or use of partial days.
- b. An employee who uses 7 leave frequencies during a 12 month period shall receive a written counseling regarding the amount of sick time usage.
- c. An employee who uses 8 leave frequencies during a 12 month period shall receive a warning regarding the amount of sick time usage.
- d. An employee who uses 9 sick leave frequencies during a 12 month period shall receive a final written warning regarding sick time usage. In addition, the employee, with union representation will meet with the Jail Administrator or designee to discuss the sick time usage and set parameters for what will be considered acceptable levels of sick time usage in the future.
- e. An employee who uses 10 or more sick days or who violates the parameters established under paragraph d will be referred to the Sheriff for formal disciplinary action in accordance with Article 8.
- f. The Union and the Sheriff shall mutually select a committee of 3 persons. An employee who would be impacted by this section shall be entitled to appeal to the committee. The committee may elect to exempt the employee from the provisions of this section. The decision of the committee shall be final.

Compensation

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Effective 1/1/97				
CO	1,500	2,000	2,500	3,000
SGT				3,500
LT				4,000

Effective 1/1/98                    3.5% general wage increase  
 Effective 1/1/99                    3% general wage increase  
 Effective 1/1/2000                CPI (minimum of 2% maximum of 5%)

The above agreement is contingent upon Legislative approval on February 19, 1998 and signature of both parties on February 20, 1998.

Mr. Howard moved to call the question, seconded by Mr. Hull. **Call of the question carried**, Ayes-10, Nays-9. Mr. Shafer made the request to abstain from voting due to a conflict of interest. **Resolution carried**, Ayes-16, Nays-2 (Coffey, Whalen), Abstain-1 (Shafer).

Mr. Shafer moved to adjourn, seconded by Mr. Lindsey. Motion to adjourn carried.

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