

WARREN COUNTY BOARD OF SUPERVISORS

**COMMITTEE: ECONOMIC GROWTH & DEVELOPMENT AND PUBLIC SAFETY
(SHERIFF & COMMUNICATIONS)**

DATE: NOVEMBER 23, 2011

**ECONOMIC GROWTH & DEVELOPMENT
COMMITTEE MEMBERS PRESENT:**

SUPERVISORS TAYLOR
 CONOVER
 MONROE

PUBLIC SAFETY COMMITTEE MEMBERS PRESENT:

SUPERVISORS GIRARD
 THOMAS

**ECONOMIC GROWTH & DEVELOPMENT
COMMITTEE MEMBERS ABSENT:**

SUPERVISORS CHAMPAGNE
 GOODSPEED

PUBLIC SAFETY COMMITTEE MEMBERS ABSENT:

SUPERVISORS VANNESS
 BENTLEY
 MCCOY

OTHERS PRESENT:

PAUL DUSEK, COUNTY ADMINISTRATOR
JOAN SADY, CLERK OF THE BOARD
SUPERVISOR STRAINER
ROBERT SWAN, UNDER SHERIFF
LARRY JEFFORDS, COMMUNICATIONS SUPERVISOR
JOANNE COLLINS, LEGISLATIVE OFFICE SPECIALIST

Mr. Taylor called the Joint meeting of the Economic Growth & Development and Public Safety Committees to order at 9:35 a.m. He stated the purpose of today's meeting was to review the draft version of the Intermunicipal Agreement between Warren County and the City of Glens Falls (City) for emergency call-in and dispatch functions.

Privilege of the floor was extended to Paul Dusek, County Administrator, who distributed copies of the draft Agreement; a copy of which is on file with the minutes. Mr. Dusek noted the draft reflected the County's decision to accept \$140,000 from the City of Glens Falls, as well as the transfer of four City Communication Officers to Warren County at salaries ranging from \$40,218 to \$44,674. He advised that the financial specifications had been negotiated with the City and the CSEA (Civil Service Employees Association) mindful of the goal to maintain a plan consistent with the original conditions required by the County, and agreeable to both parties.

Mr. Dusek proceeded to summarize the Agreement and he advised that total training time would be at the discretion of the Sheriff and not longer than eight weeks per Officer to occur over a sixteen week period commencing upon execution of the agreement. He noted that the City would pay four Officers a sum equal to the value of any accrued vacation and personal leave benefits, and pay ten dollars per day for all accrued sick leave, with the exception of five days allowed for carryover into County service. He noted there was not a formal agreement relative to the five days of carryover which would be reimbursed by the City. He added that due to an issue raised by Mayor Diamond yesterday, the payment of ten dollars per day for accrued sick leave was still under consideration.

Continuing with the draft review, Mr. Dusek stated that according to Civil Service Rules, an examination and probationary period would not be required for the four transferred Communication Officers; therefore, he said, they would become permanent County employees. He noted that discussion had taken place with regard to wages in terms of service years/level of experience. He advised that the CSEA had pointed out that Case Law required that the current year level of

experience be used to determine salary; however, he stated, although the County acknowledged the Case Law, it was not definitive in the Court of Appeals, thus seniority was not included for wage issues. Regarding seniority and service credit, he continued, an agreeable solution was reached with Ed Bartholomew, Economic Development Coordinator for the City of Glens Falls, to align with three, five and ten years of service for wage purposes.

In furtherance of the salary issue, Mr. Dusek explained that due to the fact that the County was exposed to higher salaries than originally anticipated, he had requested the City to reimburse the County for the differential, for the duration of exposure, thus making the County whole. As time progressed, Mr. Dusek noted, the City's reimbursement amount would decrease as employees advanced to higher seniority levels. Mr. Dusek referred to Item 4 I., which read as follows: "the Communications Officers shall be considered as eligible for membership in and subject to agency dues for the Warren County Sheriff's Alliance collective bargaining unit;" and he explained that the initial amount to be paid to the County would be approximately \$148,913 for two years, then decreasing to \$142,228, and he said the final reimbursement figures for subsequent periods were still under review.

A brief discussion ensued with regard to procedures for lateral transfers for Correction Officers and Patrol Officers.

Continuing with the draft review, Mr. Dusek advised that he had included City Default & Remedies (Item 8) which included a structure for payment defaults for which he felt the County was adequately protected. He said the City had requested an indemnity clause, which had been included (Item 9) and was reciprocal in nature.

The final item, Mr. Dusek remarked, was Contingency (Item 10) and he noted the County would require the CSEA and Communications Officers to waive their grievance rights, to insure the County would not incur unanticipated litigation.

Regarding leave times, Mr. Dusek said he would review the language with Mr. Bartholomew and if the modifications were accepted by the Committee, the County could proceed to seek approval from the full Board of Supervisors.

Mr. Taylor noted that Martin Auffredou, County Attorney, had read the Agreement and Mr. Dusek affirmed same and noted suggestions were offered by the County Attorney. Mr. Conover asked if the Sheriff was in full support of the agreement and Mr. Dusek responded affirmatively and stated he anticipated the need for a Special Board Meeting to be held next week.

Motion was made by Mr. Conover and seconded by Mr. Monroe to accept the intermunicipal agreement with Warren County and the City of Glens Falls as outlined.

A discussion ensued regarding the fiscal details of the Agreement. Larry Jeffords, Communications Supervisor, explained that with four Communications Dispatchers, a scheduled weekly overtime shift was necessary on Saturday nights, which could be insufficient when two staff were pulled for training. He cautioned that if staff were pulled from the overtime shift, a Patrol Officer would be assigned to the dispatch desk; thereby creating a typical grievance scenario. Mr. Jeffords asserted it was imperative that all new staff receive full training of up to sixteen weeks to avoid the likelihood of dispatch errors. He noted that he had not yet shared the information in the Agreement with the County's Communication Officers and Mr. Dusek advised the Intermunicipal Agreement under review today was a public document and could be shared.

Mr. Conover apprised that at this time, a complete forecast for the workload following the transition was unknown. A discussion ensued.

Responding to a question from Mr. Girard, Mr. Jeffords explained that currently all Warren County emergency 911 calls came into the County Communications Center and were then transferred to the City dispatcher.

Mr. Taylor stated that the following three items would be reviewed and finalized by the County Administrator and included in the resolution:

1. The final outcome of the \$10 per day for accrued sick time;
2. Final determination of the salary of the third Officer; and
3. The addition of a Defense Clause.

Mr. Taylor called the question and the motion was carried unanimously to approve the Intermunicipal Agreement as outlined, to include the three open items as noted above. The necessary resolution was authorized for the December 1, 2011 Special Board Meeting.

Mr. Taylor thanked Mr. Dusek for his time and efforts in reaching an agreement and Mr. Conover cited Mr. Taylor for his involvement and efforts to that end, as well.

There being no further business to come before the Joint meeting of the Economic Growth & Development and Public Safety Committees, on motion made by Mr. Conover and seconded by Mr. Monroe, Mr. Taylor adjourned the meeting at 10:18 a.m.

Respectfully submitted,

Joanne Collins, Legislative Office Specialist