

LABOR, WORKFORCE & AFFORDABLE HOUSING COMMITTEE

OF THE

SUFFOLK COUNTY LEGISLATURE

Minutes

A regular meeting of the Labor, Workforce and Affordable Housing Committee of the Suffolk County Legislature was held in the Rose Y. Caracappa Legislative Auditorium of the William H. Rogers Legislature Building, 725 Veterans Memorial Highway, Smithtown, New York on January 29, 2009.

MEMBERS PRESENT:

Leg. Lynne C. Nowick, Chairperson (not present)

Leg. Kate M. Browning, Vice-Chairman

Leg. Thomas F. Barraga

Leg. Jack Eddington

Leg. Duwayne Gregory

ALSO IN ATTENDANCE:

Presiding Officer William Lindsay

George Nolan, Counsel to the Legislature

Jeff Tempera, Director of Labor Relations

Kris Chayes, Civil Service

Barbara LoMoriello, Deputy Clerk

Diane Dono, Budget Review Office

Ben Zwirn, Deputy County Executive

Ed Hennessy, County Executive Assistant

Paul Perillie, Aide to Majority Leader

Maxvel Rose, Aide to Leg. Gregory

Michael Pitcher, Aide to PO Lindsay

John Meyerricks, Undersheriff/Suffolk County Sheriff's Office

Joe Caracappa, Undersheriff/Suffolk County Sheriff's Office

Mike Sharkey, Chief of Staff/Suffolk County Sheriff's Office

Dr. Chaudhry, Commissioner, Suffolk County Department of Health Service

Matt Miner, Deputy Comm. Suffolk County Department of Health Services

Walter Dawydiak, Department of Environmental Quality

Ann Andreades

Debra Alloncius, AME Legislative Director

Vito Dagnello, President of Corrections Officer Association

Matt Bogert, First VP/Corrections Officer Association

Gary Osarczuk, Second VP/Corrections Officer Association

Kurt Caminsky, Third VP/Corrections Officer Association

Jimmy Milowski, Record Secretary/Corrections Officer Association

Dave Young, Sergeant of Arms/Corrections Officer Association

Charlie Scalfani, Treasurer/Corrections Officer Association

Corrections Officers (in audience)

Nadia Marin-Molina, Workplace Project

Katherine Roussis

Angelo Roussis

Russ McCormick, Suffolk County Detectives Association

Gail D'Ambrosio, President/Suffolk County Probation Offices Association

All other interested parties

MINUTES TAKEN BY:

Alison Mahoney, Court Stenographer

MINUTES TRANSCRIBED BY:

Diana Kraus, Court Stenographer

Kim Castiglione, Legislative Secretary

(THE MEETING WAS CALLED TO ORDER AT 1:04 P.M.)

VICE CHAIR BROWNING:

Good afternoon. We will start the Labor, Workforce and Affordable Housing Committee meeting. It'll be led with the Pledge of Allegiance by Legislator Eddington.

Salutation

Thank you. I am Co-Chair of Labor and Workforce and Affordable Housing. Legislator Nowick is unable to be here due to the death of her father. We wish her the best and our hearts and prayers go out to her and her family.

PUBLIC PORTION

With that, we will start with the public portion. We have two cards. Katherine Roussis, you can come up here and speak. You have three minutes to speak.

MS. ROUSSIS:

Good afternoon. My name is Katherine Roussis. I live in Commack. I was a Suffolk County employee for 13 years. When County Executive Steve Levy offered the Early Retirement Incentive Program to the Suffolk County employees, I made the decision to retire based on a letter I received from Fran Brechter, Health Services Employee Relations Director, informing me that I met the eligibility requirements to participate in the program.

I accepted the offer and retired on June 28th, 2008. In November 2008 when the checks were mailed out, I never received mine. I called Ms. Brechter to find out why. I was told I was not eligible because I was a part-time employee. I was hired as a 50 percent part-time employee in a County funded position not reimbursed by a grant, receiving health benefits, sick time and vacation time. I was a loyal employee for 13 years and should have been given the incentive. If I was not eligible, why wasn't I told before I retired?

After writing Jeff Tempera, Director of Labor Relations, about this, he responded in a letter to me that the eligibility letter mailed to me was issued in error and that he informed Ms. Brechter as far back as July 14th, 2008 that I was not eligible. But it seems Jeff Tempera informed Ms. Brechter a little too late because I retired June 28th, 2008. He also stated in his letter that I could have my job back. That upset me very much.

Mr. Tempera is putting me in a very difficult position. My whole life has changed since I retired. I have made family commitments that would make it impossible for me to go back to work. I have been overwhelmed by this whole situation that it is affecting my health. For the last two months I've spent many hours and days making phone calls, writing letters and following up. I have wasted so much of my precious time trying to resolve this problem that it has taken me away from my family and friends. This is not what I had planned for my retirement.

VICE CHAIR BROWNING:

Thank you. I know Mr. Tempera is here. And maybe -- we will ask him to respond a little bit on that issue as to what he can say; okay?

MS. ROUSSIS:

Thank you.

VICE CHAIR BROWNING:

Okay. I have a card for Vito Dagnello, but I'm going to bring you up anyway. And I do have John Meyerricks from the Suffolk County Sheriff's Office. If you would like to come up first because I think the other issue is going to take a lot more time. So if you'd like to come up, I know you've got

something you'd like to say.

LEG. EDDINGTON:

Who's that guy with him?

VICE CHAIR BROWNING:

I don't know that guy that's with him. Stranger to me.

UNDERSHERIFF CARACAPPA:

I don't know him anymore either.

VICE CHAIR BROWNING:

Anymore?

UNDERSHERIFF CARACAPPA:

No longer.

UNDERSHERIFF MEYERRICKS:

Good afternoon Legislator Browning, members of the Committee. I know that you folks are all aware that the Suffolk County Corrections Officers' Association has not had a wage increase or an adjustment to their wages for approximately six years. What you probably don't know is during that period of time these people come to work seven days a week, 24 hours a day, and they've acted as professionals the entire time. I could tell you they certainly have earned my respect.

I know when we think of a Correction Officer, we think of a man or a woman in uniform at the Suffolk County jail. However, when they go home and they're not wearing that uniform, they're moms, dads, husbands, wives. They're trying to save for a house or maybe trying to pay for an existing house. Maybe they're trying to save for a child's education or paying for one currently. All during this period of time they've endured high gas prices, \$4 a gallon, home heating oil, tax increases. And yet still nothing has happened.

In closing, what I would like to say to you is that even when their award is finally reached, they will still be four years without a contract. Thank you.

Applause

UNDERSHERIFF CARACAPPA:

Madam Chair.

VICE CHAIR BROWNING:

You want to follow that?

UNDERSHERIFF CARACAPPA:

Yeah, sure, just to follow-up on Under-Sheriff Meyerricks' statements. Joe Caracappa, Under-Sheriff, Suffolk County Sheriff's Office. You know, Correction Officers most definitely have been not only patient through this six year ordeal but they've been fair as well. There have been no sick outs. There have been no work stoppages. There have been no protests. There has been nothing but professionalism and dedication from these officers on a daily basis.

Now, I know firsthand, having served with all of you, that the Sheriff's Office Administration, as well as all of you, cannot be the panacea to ending this saga, but each one of you in your capacity as a Legislator, and the Legislature as a whole, can do some good using yourselves as a bully pulpit to get the issue out there and settled. You possess that power, and I would urge all of you to band together and use your influence to bring this long and overdue process to a decision for these hard working officers. They do an incredible job every day. We are very proud of them, and it's time that they are properly compensated for their efforts. Thank you.

Applause

We do say these comments on behalf of Sheriff DeMarco, who couldn't be here today. He is in Washington on behalf of the National Sheriffs Conference. So these are on behalf of him and he's very proud and honored to be the Sheriff working every day with these individuals. Thank you.

VICE CHAIR BROWNING:

Thank you. And with that, you know, to follow-up on that, you talk about the professionalism. I do see a few that I know from my district and many of them I know, neighbors and actually friends of mine, so I understand what you're going through. I'm getting tired of the phone calls about worrying about paying for the mortgage. Their home life is being disrupted, the morale issues that are going on. I can't say enough and however you are continuing to do the job that you have to do and making sure that, you know, you are doing the right thing.

I do have a letter. I'd like to read it in. It's a letter from Mr. Tom Hartnett. I guess he's the representative for the Corrections Officers. It was addressed to Mr. Lindsay. This is in response to a letter dated January, 15th, 2009. It says, "I respectfully decline the request to appear before the Labor, Workforce and Affordable Housing Committee of the Suffolk County Legislature concerning the interest arbitration between Suffolk County Corrections Officers Association and Suffolk County. While I share your concern regarding the timeliness of a final ruling in this matter, I protect the integrity and confidentiality of the interest arbitration process."

I know that Mr. Lindsay also made a request of Mr. Stein, the arbitrator, to attend. I'm assuming -- is he here? Okay, he's not here. And I -- you know, I know that when you are in arbitration you're limited to what you can say and what you can do. I think we're a little disappointed that neither of them are here because, you know, we want to get to the bottom of this.

We as the Legislature are tired of the he said/she said and who's right and who's wrong, and we'd like to see a resolved contract. At this time, you know, you're six years behind. Arbitration is only going to cover for two, and how can you continue to negotiate and then move forward for the next couple of years if you don't have a settlement today. It's dragging out way too long and it needs to be resolved. So we are a little disappointed that neither of those people are here.

However, we do have Vito Dagnello and Jeff Tempera. If you guys would like to come up forward and maybe we can have some back and forth talk about what's going on and how can we get to a point where there is a contract. Jeff, can you respond to Mrs. Roussis issue before we start?

VICE CHAIR BROWNING:

Are we supposed to read all of this?

MR. TEMPERA:

Thankfully no. But I have to, and have.

VICE CHAIR BROWNING:

Is this Katherine Roussis' issue?

MR. TEMPERA:

It is. I just want to find -- so I can give you an exact date. With regards to Katherine Roussis, and if I am pronouncing your name wrong I apologize. My office, in addition to the letter I received from Ms. Roussis, I received a letter on her behalf dated December 23rd from Cheryl Felice, the President of the Association of Municipal Employees, informing me that under the agreement we had with AME she was appealing her denial to a dispute resolution panel. I responded in a letter dated January 21st to Ms. Felice that I would be the County's member of the panel. She had already appointed her member of the panel. And I asked her to contact me as quickly as possible so that we could agree on the third member of the panel. If we can't agree on the third member there is a procedure for

the third member to be appointed.

I say all this only because I view this as in effect litigation and as such I wouldn't want to get into the specifics of the County's position as to why we believe Ms. Roussis is not entitled to the eligibility under the early retirement program, but I can tell you that the process has been started by President Felice to move it along.

VICE CHAIR BROWNING:

Legislator Barraga.

LEG. BARRAGA:

I remember this file came on my desk a couple of days ago and reading it. I wanted to ask you some questions with reference to the previous five or six months, not so much what is happening in the latter part of December or January. If my memory serves me right, this lady received notification from the Director, a lady by the name of Brechter, on June 24th indicating that she was eligible to retire. She put in her paperwork and she effectively retired on June 28th. You done?

MR. BROWN:

I'm sorry. If I may just interrupt for one second, Legislator. I would just like to take a moment to remind the committee of -- I think it is the Public Officers Law Section 11 with respect to executive session. Personnel matters are to be referred to executive session.

LEG. BARRAGA:

Thank you for reminding me. Let me get back to my point. On June 28th --

Applause

LEG. BARRAGA:

On June 28th she effectively retired. Then the lady spent July, August, September, October and a good portion of November wondering, you know, what happened to her paperwork because she had never received a check. Sometime in November, if I recall correctly, she called the Director and the Director indicated to her that she was not eligible. I don't recall anything in the file other than a letter in the middle of December from you to her indicating that the County had made a mistake. And you offered her her job back as of December 12th. But nowhere in the letter did you indicate for the five months of mistake where she should have been working the County would like to compensate her for the months, because she would have continued to work I would think.

Now you are talking about eligibility for retirement. What I'm talking about is that the County made a mistake here. This lady would have continued to work. I don't know what she was making on a weekly basis, but it looks to me like she should have, because of your mistake, or not your mistake the County's mistake, been entitled to those five months of salary she would have earned if she was able to work, but she thought she legitimately retired.

MR. TEMPERA:

I don't know how much I can respond to in an open session and, you know unless somebody stops me and tells me that it should be in executive session I'll respond briefly and with very little details. But I can tell you that the department was notified prior to her retiring.

LEG. BARRAGA:

You are absolutely correct, but the department apparently never notified her. You notified the department, the department didn't notify her. As a result, she was in the blind for five months until she found out after she initiated a phone call.

The point is, you know, I would think before you start having all this arbitration on her case as far as eligibility whether she can retire or not, you really should deal with the lady and say look, you know, we made a mistake, whatever you would have earned in five months, here's the check.

MR. TEMPERA:

Unfortunately, and I understand what you are saying, I believe that's beyond the scope of what the Early Retirement Program is. And what I will also remind everybody here that there were many, many other part-time employees that were not eligible and --

LEG. BARRAGAO:

But we're not talking about the many, many others, with all due respect. We're talking about Ms. Roussis.

MR. TEMPERA:

I understand that. But to cut out an exception you are talking about --

VICE CHAIR BROWNING:

Okay. Can I interrupt because I know that some of the discussion would have to be in executive session. If the committee would like to go into executive session so you can get full details on this. Is that something that the committee would --

LEG. BARRAGA:

I think I've got the details. All I'm asking you to do is to reconsider your position with reference to your responsibility here as far as that salary for that period of five months. This lady is not at fault. It is a given the County made a mistake, and I think, frankly, in fairness she should be compensated. Thank you.

Applause

VICE CHAIR BROWNING:

Is it the wish of the committee to have an executive session on that issue or no?

LEG. BARRAGA:

No.

LEG. GREGORY:

No.

VICE CHAIR BROWNING:

Okay. My question, Jeff, is to, you know, this is one case of someone who received notice that she could retire. Have you guys been checking to make sure that there is no others? I mean, if it's happened once it may have happened with some other people.

MR. TEMPERA:

Are you asking are there others who were told they were eligible and --

VICE CHAIR BROWNING:

Right.

MR. TEMPERA:

-- retired and then afterwards told?

VICE CHAIR BROWNING:

Right.

MR. TEMPERA:

Let's put it this way. I've heard of no others. Departments were notified who was eligible, who wasn't eligible. And if there was someone who actually retired that felt they were entitled to the program and didn't receive the payment, I would think I would have gotten either a letter, phone

call, or the department would have come back to me saying what happened here. But to my knowledge the listing that -- of approved titles, who's eligible, who wasn't eligible, was adhered to by all the departments and I've heard of no other person similarly situated to Ms. Roussis who has retired and hasn't received a payment.

VICE CHAIR BROWNING:

I think it's important that you check. I truly do. I think it's important you check. I do have another constituent that took the early retirement but really didn't want to, and I know we're trying to deal with that one. But at the same time I think that I really do believe if there's a possibility it's happened to one, it may have happened to others. I think you should be checking back to see who those retirees are and just, you know, double check yourselves to make sure that nobody else is in the same position as her.

MR. TEMPERA:

Understood.

VICE CHAIR BROWNING:

I appreciate it. With that, I know that, you know, at our Organizational Meeting Vito was here with members and spoke about their contract issues, and I know that there was some displeasure with us allowing them to do that. So with that, I will allow you to speak first. I know that, you know, again, I said earlier, it's he said/she said, and I'd like us to try and be able to figure out what's going on. You know, we're being told from every end who's right, who's wrong. So hopefully we can come up with some kind of solution here and help these guys to finally get their contract so they can move forward for the next four years. So with that, if you want to go ahead and start.

MR. TEMPERA:

Thank you. Again, my name is Jeff Tempera, I am the Director of Labor Relations for Suffolk County. Let me start off by applauding the hard-working men and women we have as Correction Officers in the County. I share the concerns of the Sheriff's Department that this process has gone on way too long. This is a process that is covered by the New York State Taylor Law. There are procedures for either side to move forward if they think the process isn't moving correctly, if they feel that there are items that one side or the other is not bargaining in good faith. And, in fact, the Correction Officers have moved on certain issues with regards to their rights under the Taylor Law and the County has as well.

But the problem I have is -- and I know the Legislature is looking to see what the solutions are. I don't have a solution for you when you have a union President who decides, as a strategy, to stall the process. I can't respond to that as the Director of Labor Relations, and I've been doing this -- for 30 years I've been in the County and I've never seen anything like this.

But just to give you a brief background, the union did request negotiations with the County some time around August, 2003. If we all remember, there was a County Exec election going on at that time. I asked all the unions to be patient and, if they would, let's wait til the new County Executive to come into office, whoever that would be, and give him the opportunity to have an impact on the negotiations with all the unions.

Vito did write another letter to me, I think it was somewhere around January, February, 2004. We agreed to dates and we commenced negotiations with the Correction Officers, but we were told point blank -- well, let me back up. They were told or asked upfront, as has been in the past, "Do you want to move first? Do you want to set the pattern?" And we do have patterns in the County in terms of negotiations. We have a police pattern, we've got a Sheriffs pattern, you have AME and the college, and we negotiate within those patterns and we try and be fair to the individuals and the groups so that whoever goes first isn't penalized for going first; that's the whole reason you have patterns and you try and negotiate. It's embarrassing to one group over another if you settle a contract with them and they go first and you give someone else a better deal, more money than

they get; it's embarrassing, you'll never get anybody to go forward.

The union declined that request. They declined that request and stated that the Deputies -- "We want the Deputies to go first and we want the Deputies to settle." Why? "The Deputies were the only union to endorse Steve Levy and we know Steve Levy is going to give them a sweetheart contract, so we're going to wait until that's done and then we'll conclude our negotiations."

And then some time in 2005, the Sheriff, current Sheriff, decided he was going to run for office, and he was the former President of the Deputy Sheriffs. He ran, he won. And again, it was restated that, "We want to wait until after the Deputy's award comes out." Well, the Deputies had binding arbitration at that time and the Correction Officers didn't, but the Deputies' interest arbitration required them to wait one year before they could even file for interest arbitration. So their contract expired December 31st, 2003, as did the Correction Officers. And I know you've heard several people talk about, this has been six years; well, it may have been six years since a general wage increase has been given, but their contract expired December 31st, 2003, it's five years, still way too long.

(Laughter from audience)

That being said, the union again said, "We're going to wait til the Deputies' award comes out." Well, the Deputies award came out in January 2006, and we went to the union, we talked about the pattern, we said, "Let's work within this contract, within this award. You'll get exactly the same thing, if that's what you're looking for. Let's resolve this." They had a major issue with one of the components, or several of the components, of the award that had been issued with regards to the Deputy Sheriffs. And both Labor Counsel and myself were told that they didn't feel that they could settle before their elections in 2007, to contain these items in an award before that date they felt would be something that would be disastrous to them and to the union.

Let me back up one moment. In I believe it was October 18, 2005, the Suffolk County Correction Officers became the only Correction Officer union in the State of New York to receive compulsory interest arbitration, binding arbitration, to resolve their labor disputes. From December or October 18th on forward, that's when the Governor signed it, I believe, they had the right to move this issue into binding arbitration for its resolution.

Well, what happened? Well, we continued to meet. And we met -- over the course of time, we had 13 negotiating sessions prior to April 7th, 2006; we met seven times in '04, we met four times in '05, we had met prior to moving forward two times in '06. You're now close to two-and-a-half years without a contract and the County, in an unprecedented move, filed with Suffolk County PERB for impasse. You're over two years, close to two-and-a-half years without a contract, the parties seem to be set in their ways, there is a dispute resolution process in the Taylor Law, we filed for impasse.

The union took issue with this and in the letter to Suffolk County PERB, in fact, the union stated they didn't feel that an impasse exists, and that's in a letter some time around April, 2006. They took issue with Suffolk County PERB having jurisdiction, they took issue with several of the items with Suffolk PERB. They filed some charges with New York State PERB. Those charges were ultimately resolved and we jointly submitted to New York State PERB a joint Declaration of Impasse.

Prior to this happening, I will tell you, a mediator was appointed through Suffolk PERB, set dates, the County agreed with all the dates of the mediator, but the union, to their right, said, "We're not going that way. We'd rather go to State PERB." They filed the charge, we settled, we're at State PERB. A mediator is appointed by State PERB and we actually met in mediation with the mediator, and the date, I think it was in April of -- excuse me, July 14th, 2006, Mediator Jay Segal was appointed to resolve this matter. October 6th, 2006, a mediation session was held; the mediation session was not successful.

Again, in an unprecedented move -- and again, I've been doing this for quite a long time and I've

never seen the County move in this direction -- it was the County that moved the process into binding arbitration. We filed with State PERB and requested that an arbitrator be appointed to this matter and we moved that process in November, 2006, to binding arbitration, not the Correction Officers. We felt that this had gone on way too long, as we did back in April, and the County moved the issue to impasse and then moved the issue to binding arbitration. They had binding arbitration since December, 2005, and chose not to use it. They told us in a letter April, 2006, they didn't think an impasse existed.

So in November the County moved the issue to binding arbitration. There were some charges back and forth about what could and what couldn't go to binding arbitration. Those charges were ultimately resolved, all but one, and that one went forward to a hearing and was ultimately -- it was decided one way by an Administrative Law Judge and the board overturned that and decided it couldn't go to binding arbitration.

I believe in March, 2007, David Stein, the current arbitrator, was appointed and March 8th, 2007, New York State PERB issued the panel; myself representing the County, Vito Dagnello representing the Correction Officers and David Stein as the neutral. There were dates that had been set and there were two dates in June and those dates were cancelled at the request of the Correction Officers. The parties met May 18th, 2007 -- the panel met with the attorneys present and the arbitrator. The Correction Officers, at that time, chose to withdraw Vito Dagnello as the representative on the panel for the Correction Officers, again, that's their right, and they replaced Vito with Tom Hartnett. Well, at that point, Mr. Hartnett wasn't available for the dates that had been selected, so we had two dates in July that were also cancelled; the second date, rather than being used for hearings, was used to take a tour of the facility.

When you try and get five individuals, six individuals, and get their calendars together over the summer, over a period of time, that the arbitrator has other commitments, the first dates that we were able to set this matter to move forward were October 10th, October 12th, October 24th, October 31st, November 9th, November 26th and December 7th. Those are the hearing dates. There were seven hearing dates to conclude this matter. The hearings ended on December 7th, 2007, after seven dates. The first executive session was December 20th, 2007. In total, there were eight executive sessions held throughout 2008, with the final session November 25th, 2008.

What you see before you on this cart are all of the exhibits and transcripts that the panel and the parties have to go through. Briefs were filed in this matter in April, 2008. So the process couldn't be decided before that date, but yet we had meetings in executive session trying to move the process forward. I can't go into the details of what occurred in executive session. I can tell you the arbitrator is actively working on issuing his award. It had been my hope and belief that we would have something by the end of the month. I don't know if that's going to happen, but I do know that the arbitrator is working towards issuing an award.

I know I've had conversations with several of you in terms of how do we fix this problem, how do we make sure this doesn't happen again? I don't have an answer for you. I don't -- and I don't know that you have jurisdiction over State law in terms of how we move a process forward. There are avenues for one side or the other to move forward and charge the other side with bad faith bargaining, which was done, by the way, because there were issues that the union requested, there was information that the union requested that the County felt they weren't legally entitled to; that's on advice of my Counsel. That was presented to them, they disagreed with it, ultimately they filed a charge. That charge was withdrawn by the union. They were given everything that the County and our Labor Counsel believed they were legally entitled to. But if one side or the other feels the other side is guilty of an improper practice, there is a procedure through New York State Law, through the New York State Taylor Law, to charge the party and move forward to get it resolved.

I don't know -- what I will also tell you is there are eleven bargaining units in this County. From the expiration of the Correction Officers' collective bargaining agreement in December 31st, 2003, the PBA had an award issued for the period of time 2004 through 2008, their award was issued just

prior to January, 2004. Thereafter, you had the Superior Officers, the Detectives, the Deputy Sheriff's award was issued, the DIPBA, the Detective Investigators. We had two new unions formed, the Probation Officer's Association, the Park Police Association, AME, the Faculty, the Guild. We have eleven bargaining units, we had eleven settlements with ten unions. The Deputies settled not only through arbitration but they negotiated a two-year agreement after their arbitration award came out.

If it's an issue that this is Steve Levy or Jeff Tempera going against the unions, I can tell you that you look at the process, and we all read the papers, we know that this County Executive may not have the best relationship with some of the unions in this County. But yet all of the other unions were able to settle. In fact, we've got seven unions in this County now with binding arbitration, and the unions that utilize binding arbitration during this period of time, the PBA, SOA, SDA, DSPBA and the DIPBA. I can tell you from the point of when they filed for interest arbitration to when their award came out varies, it varies from a lull with the PBA in 2003, it took three months, the SOA took 14 months, the SDA, the Detectives Association, took 16 months, the Deputy Sheriffs took seven months and the Detective Investigators took 14 months. So at varying times the unions with interest arbitration moved the process there and ultimately their contracts were resolved through the interest arbitration process.

I just don't have an answer for you as to how you deal with an issue that we have today when a strategy was formed early on to delay the process and with that you lose three years of the timeframe. I just -- I've never dealt with it before and, you know what, that was their strategy, that was their call. The process is in arbitration, we expect an award soon. We have somewhere in the area of close to 300 exhibits, I think there's close to 700 pages of testimony. It's a lot for the parties to go through but the arbitrator has been going through everything, meeting with the parties and trying to gather as much information. And as I said, the last date we met was November 25th, 2008, and he's in the process of issuing his award. And with that, I'll open it up to any questions you may have.

VICE CHAIR BROWNING:

Is there anyone who has -- anyone have any questions for Jeff, or would -- let Vito speak?

P.O. LINDSAY:

Why don't you let Vito respond?

VICE CHAIR BROWNING:

Okay. So Vito, if you want to go ahead, and then we'll save the questions until you're done.

MR. DAGNELLO:

Thank you. Well, I wish there were a couple more presidents in the room, okay, because hearing that presidents of the unions are called to decide who's going to negotiate contracts first is the first I'm hearing, and I've been representing these Correction Officers for 18 years. This is my fourth contract. Now that's one.

This is my first letter, August 12th, requesting to start negotiations in '03. Never got a call to say wait until the new County Executive. Wrote a second letter, and it's put in there, "This is my second letter. Didn't hear from the first one," January 8th. Then there was a third letter, and in that letter it was put in there that our attorneys had still not received any information that they've been requesting, and this is February, '04. We had been requesting basic information on calculations on the County, how they formulated their costing for the givebacks that they were requesting. I could show you over a dozen requests that the County's response was, "If you want that documentation, file -- you have avenues to go through PERB," which we wound up doing.

Yes, the County did file the impasse here in Suffolk County mini-PERB. We felt that was the wrong venue for this association because of sections of the Suffolk County Code that we felt were in violation by them doing that and by the person that they filed with. We also had a grievance in on a

"me-too clause" that came out after the Deputy Sheriffs had their contract award granted.

We could sit here all day and I can dispute everything that Mr. Tempera has said. There was seven other people on my executive board that sat in every one of those negotiation sessions. There was no strategy. And there was nothing there that I was waiting for my elections to become the President of this association. But I was not going to sit there and accept givebacks without the documentation to show how they came up with the costing of those givebacks. And not being able to sit and negotiate and discuss those givebacks was -- every County employee has a different job, every union represents their own members.

My men and women, compared to the Deputy Sheriffs, our jobs are different, our contracts are different. They work a 40-hour work week, my men and women are locked in the jail for 37 and a half hours. And you can't expect the givebacks that affects one group and affects my group be the same value, and that's what we wanted to put on the table and negotiate and the County completely refused. And all they were saying through all of this negotiations is, "Take these givebacks or we're not going to talk."

And I can tell you, I can go deeper into this violation of the Suffolk County mini-PERB and why we wanted to go to State PERB. I have those documentations and the IP's and Improper Practices that we filed. And it was a joint filing in State PERB, and that was after we agreed and the County agreed to withdraw all those IP's so we can move the process forward and my men and women can get a fair shake at a settlement in a contract.

So I'm -- I will make my documents available, if you would like to see them. And yes, that is the case, and that's the County's side of the case. And Jeff will agree, our side is also just as heavy as that.

MR. TEMPERA:

If I might, just before you get into it, just a couple of things. Number one, the binder on top you see, that's the Correction Officers' exhibits. The two boxes below it, the County presentation.

With regards to Vito's comments, the take-it-or-leave-it comment, that's a violation of the Taylor Law. The County never took that position. If the union felt we took that position, they should have filed that charge. And they did, in fact, file that charge with State PERB and it was withdrawn. You can't tell someone, "Take it or leave it, we're not going to talk, we're not going to negotiate," that's just not the way you negotiate contracts in this County.

I think ultimately what we're all looking for here is to make sure that there is a wage increase that can -- and an award that's issued by this arbitrator and let's send that message out there that this shouldn't happen again. Unfortunately, what you're hearing is there are two sides to the story. And you see the stack of documents I have here, I'm more than willing to make whatever I can available to you and you'll see what I've told you is borne out by the documents.

VICE CHAIR BROWNING:

Did I just hear you say that you withdrew your improper practice charges so that you could move the process forward?

MR. DAGNELLO:

So we can move forward, yes.

VICE CHAIR BROWNING:

And that's the reason.

MR. DAGNELLO:

Absolutely.

VICE CHAIR BROWNING:

Not because you were wrong or --

MR. DAGNELLO:

And that was in a conference --

VICE CHAIR BROWNING:

Okay.

MR. DAGNELLO:

That was in a conference with State PERB that we agreed to withdraw them. And also, the process of mediation, okay, we had a conference for our first arbitration, when we moved to arbitration with the Arbitrator Stein, was the Police Memorial that Mr. Tempera was called and showed up there after not knowing that I was going to attend. That is the day -- there was no date set for any arbitration process to start, that was a conference to set dates. And that is when I was withdrawn and Mr. Harnett was placed on there.

And we sat there for a good, long time arguing about dates. And I will tell you, yes, I got chastised by Arbitrator Stein because when we got into December I made a comment that you might as well pull out the '08 calendar because that's what we've been dealing with with this County, and Mr. Stein chastised me for that comment. So we can keep going on. There were witnesses to this.

I have other board members here that sat there when the County took the position, "Either you accept these givebacks or we're not talking," and got up and left.

MR. TEMPERA:

And, again, I don't want to belabor the point, but I've got two letters in front of me, a memo to Vincent DeMarco dated May 21st, 2007, with copies to Vito's attorney, Barry Peak and to Vito himself, that "Please be advised that the contract negotiations between the County of Suffolk and the Correction Officers' Association, scheduled to continue on June 18th and 20th, were canceled at the request of the Correction Officers' Association. This memorandum serves to confirm the contract negotiations will now by continuing on the following dates; July 17th, 25th, October 10th, 18th, 25th and November 9th" with a follow up letter from the arbitrator dated July 20th confirming that, "The initial hearings in the above-referenced case which had been scheduled to be heard on July 17th and July 25th when the union was to present its case in chief, was adjourned by the union over the County's objections." So I don't want to make a revisionist history here, but I've got the documentation to support everything I've just told you.

VICE CHAIR BROWNING:

Okay. Presiding Officer Lindsay, you have a few things?

MR. DAGNELLO:

Those were to schedule the arbitrator -- the tour of the facilities, but we won't go there.

MR. TEMPERA:

Revisionist.

P.O. LINDSAY:

Well, you know, fellows, who's right and who's wrong is not something for this body to judge. But what astounds me is looking at that cart with all that paperwork, how much money did that cost the taxpayers of this County? Wouldn't it have been cheaper to settle a God damn contract than to go through all this legalese?

Applause

MR. TEMPERA:

Absolutely.

MR. DAGNELLO:

And if you look through those books --

P.O. LINDSAY:

No, come on. No, let me finish, let me finish. I heard you's, I didn't interrupt you, I didn't say anything. But I'm starting to get annoyed by this process. I was in labor relations for 24 years, and the process works if you give it a chance. And it starts with talking to each other. That's what the process is about, not this legal bullshit. Because that's what it is.

Applause

So stop it. Both of you stop it.

MR. DAGNELLO:

I agree with you.

P.O. LINDSAY:

What I don't understand, if this went to final hearing a year ago, why don't we have a decision? And I'm disappointed that Mr. Hartnett wouldn't come here at least and Mr. Stein wouldn't come here. Because it's not that this body's interfering in a labor relations procedure or policy, it's that we're concerned about the safety in that jail.

You have a dramatically over-crowded jail here. We have more prisoners here than both facilities were built for, and we have people that haven't gotten a raise in six years and they're human. I mean, the two factors together -- fellows, we're playing with dynamite. Come on, let's get this solved. Let's get a decision and let's move forward with the rest of the contract. What are we -- we're talking about four and five.

MR. TEMPERA:

That's correct.

P.O. LINDSAY:

I mean, let's get back to the table and negotiate six and seven and get the God damn thing moving.

MR. TEMPERA:

Presiding Officer Lindsay, again, all I can tell you is you're absolutely correct, but it takes two to tango. It takes two to settle and I know you're aware of that. And I'm not going to sit here and go back and forth with Vito. You're right, that's not the way the process should move forward. But when the two sides can't agree because one side or the other has dug their heels in on an issue, there isn't that process to move it forward.

Why is it a year after the fact? Again, I can tell you that the last hearing, the last executive session we had in November was at the request of the Correction Officers and their financial consultant to get additional information before the panel.

P.O. LINDSAY:

See, that's what I don't understand. The arbitration process that I know, you have a hearing, the arbitrator hears both sides and he makes a decision. What is this ongoing executive sessions with more data and more conflict? I mean, you should have had the numbers a year ago.

MR. TEMPERA:

You know what? You're correct. He felt he needed more information. It's not one side or the other to argue with him. But the union, in selecting this arbitrator through the process, was aware that he did an interest arbitration award with the Detective Investigators, and that interest arbitration award

took 14 months to move from the start to end. They were aware what they were getting. I can tell you he's a very fine arbitrator, he does a good job, but --

P.O. LINDSAY:

Well, if they were aware of it, you must have been aware of it, too.

MR. TEMPERA:

Absolutely. Absolutely. But there was a striking process and the union struck last and had a choice of two arbitrators and this is the arbitrator that they selected.

P.O. LINDSAY:

Well, again, I don't want to get into selecting an arbitrator; that's your business.

MR. TEMPERA:

Understood.

P.O. LINDSAY:

But in the future, I would certainly look for, if it has to go to an arbitration process, and I don't embrace that process. I am a firm believer that reasonable people at a table can come to reasonable solutions to problems.

MR. TEMPERA:

You heard me say this before, and you're someone who's been in the business so you understand this; the best agreement is one that the two sides come to together at the table. No one wants to have a third party impose a contract.

P.O. LINDSAY:

But having said that, if it does have to go to arbitration, come on, select somebody that's going to give us a decision and stop this merry-go-round.

MR. DAGNELLO:

Well, we thought we did. I'd like to say one thing. I've got a letter here from our attorneys to Mr. Stein, it's dated October 28th. After an October 27th executive session, we requested that the County -- I'll read exactly how it is. "At the conclusion of the executive session held on October 27, 2008, the SCCOA requested that there be one more session to discuss the fair labor standards issue. In particular, we are requesting the opportunity to respond to the County's latest calculation which we were not privy to until approximately 12:15 PM yesterday." Okay?

P.O. LINDSAY:

Okay, but that's my -- that's my point.

MR. DAGNELLO:

The case was closed in December.

P.O. LINDSAY:

After the hearing in December --

MR. DAGNELLO:

And the County presented more stuff.

P.O. LINDSAY:

But why is the arbitrator allowing that?

MR. DAGNELLO:

Don't know.

P.O. LINDSAY:

He should have had all the information in December of seven. Why is he keeping this process going? I mean, because you're going to submit something, you're going to object to it and it just goes on and on and on. I'm sorry for losing my temper.

VICE CHAIR BROWNING:

That's the union guy in you.

P.O. LINDSAY:

I know.

VICE CHAIR BROWNING:

We love it. I have a question. You mentioned about you made a request for a cost on the givebacks and --

MR. DAGNELLO:

Calculations, on how they came to those calculations and the costs.

VICE CHAIR BROWNING:

Okay. And the County said --

MR. DAGNELLO:

Not entitled to it.

VICE CHAIR BROWNING:

-- go to PERB. You know, I've sat in contract negotiations for school bus drivers and we cost out contracts; that's how you figure out if it's a good deal or a bad deal.

MR. DAGNELLO:

That's a basic request.

VICE CHAIR BROWNING:

Why wouldn't the County -- why did you tell them to go to PERB?

Why can't you work with them and give them what they ask for?

MR. TEMPERA:

Well, again, I can't tell you specifically on one or another individual item, but what the union was asking for was cost-outs with regards to the Deputy Sheriff's agreement that didn't exist. And we, in fact, had to submit information into the arbitration panel and guess as to what the panel meant when they awarded something.

But there were many documents that the union was asking for that they were asking us to create documents and, in fact, do their work for them. That just isn't the way the process works. If they need information, they request information and then they can do their own cost-outs of it. We don't do the cost-outs for the union. They were asking on previous awards, on previous negotiations, how the County costed those items out. And if we didn't have any documentation because the award came out and was issued by the arbitrator and the arbitrator issued something that wasn't the County's request and wasn't the union's request and was something in between -- there wasn't a document that costed it out and the union was aware of that. We turned over every document we had with regards to the Deputy Sheriffs' interest arbitration, that's in evidence; all the transcripts, everything else.

VICE CHAIR BROWNING:

If you're asking for givebacks, you know what that cost is when you're negotiating it. So why --

Applause

You know, you're looking to save money, so why don't you have that information?

MR. TEMPERA:

Not necessarily so. And I know you've been in the business, but when you talk about something and you're asking for a specific demand, we can put a guess on it, but that's not a document that you're going to be bound to that's going to say how much is this going to save?

You know what? You start talking about the Fair Labor Standards Act and what will this mean to new members of the department? Sitting here today, I don't have a clue as to what that's going to save the County. We know it's going to save money. I don't have a clue. What we wound up having to do is ultimately there was a class of Correction Officers that were hired, I believe in January or so, 2006. We asked the Sheriff's Department to go back and look at that class and calculate it as if they had been covered under the Fair Labor Standards Act at the request of the arbitrator. But that's not costing out the demand.

VICE CHAIR BROWNING:

What I'm trying to say is, you know, you said it takes two to tango, and we have done that. When I negotiated contracts with the union I was with, you know, you try to work together. You try to cost -- when you ask for the costs of the company, you know, they give it to you.

MR. TEMPERA:

Well, they'll give you the raw data.

VICE CHAIR BROWNING:

Sometimes they're resistant, but if you go --

MR. TEMPERA:

But they'll give you the raw data so you can figure it out, Kate, and I know you've been involved in negotiations. And we were willing to do that.

VICE CHAIR BROWNING:

But you try to work together and you don't -- to me it's creating a roadblock. You decide to go to PERB, you just put up a wall, you know and --

MR. TEMPERA:

You're also talking about --

VICE CHAIR BROWNING:

That's the only way to try and resolve things, like you said, better communication. But with that, Legislator Barraga has a question.

MR. TEMPERA:

But you're also talking about, Kate, we didn't get to interest arbitration until May of '07. Actually, the arbitrator was appointed in '07. You're talking about a process that was three years after a contract was expired that it was moved to interest arbitration by the County.

VICE CHAIR BROWNING:

Tom?

LEG. BARRAGA:

Thank you. Mr. Lindsay has a great deal of expertise in this particular area, and he basically clarified something which was not made clear. The arbitrator, in terms of the decision that he's going to make, only covers, what, 2004 and 2005?

MR. TEMPERA:

That's correct.

LEG. BARRAGA:

So all of your dialogue really centered around that timeframe?

MR. DAGNELLO:

Yep.

MR. TEMPERA:

No. And I don't think -- and I can't get into the specifics. Vito wasn't on the panel and Vito can't talk about what went on. But understand, it covers the period '04 and '05, but many of the -- much of the information that was looked at dealt with the years beyond because it was the only time that when you start looking at data. For instance, there were issues that were awarded to the Deputies and they asked for information on it. What I just explained to you on the Fair Labor Standards Act had to do with officers that were hired in '06. The award's coming out after the expiration of the contract, so the arbitrator's looking at the impact moving forward. There's many decisions that will come into play that affect the going-out years beyond the '04/'05 contract.

LEG. BARRAGA:

So has there been much discussion overall with reference to 2006, 2007, 2008?

MR. TEMPERA:

Unfortunately --

LEG. BARRAGA:

Or does the whole thing seem to be concentrated on the first two years?

MR. TEMPERA:

Unfortunately I can't get into the executive session of what was discussed there. I can tell you that on the record and in the minutes and in the presentations there were documents that were requested that talked about the cost of giving an item to the Correction Officers or the lost savings to the County. What's lost in all this and what the arbitrator did look at, that if this award was issued back in 2005 and there were concessions that were awarded by the panel, then the County lost the value of those concessions as well. So there are a number of things that were discussed on the record through the hearings that did take into account the going-out years.

LEG. BARRAGA:

So once that decision is made, I get the impression that the process almost has to start all over again for six, seven and eight.

MR. TEMPERA:

We're already in negotiations. The union requested, the County has sat down and we have been trying to negotiate. Unfortunately, to me it's almost the highest degree of absurdity of how do you negotiate off of a contract that you don't know what you're negotiating off of? But we have sat down, we have met with the union. I think we've had three sessions or so.

MR. DAGNELLO:

We've tried to clear up some of the obstacles that could be in our way so we could try and speed up the process. That's what we are trying to do and that's why we requested to start the sit-down so we can get into negotiations immediately.

VICE CHAIR BROWNING:

But it's very hard to base the new contracts when you don't have a base.

MR. DAGNELLO:

Yes, it is.

VICE CHAIR BROWNING:

Because your arbitration settlement needs to come, you need to have that so you can move forward. So --

LEG. BARRAGA:

I guess my closing comment --

VICE CHAIR BROWNING:

-- pretty much everything else is a waste of time.

MR. DAGNELLO:

But some of the demands can be cleared up and clarified on what they're actually looking for.

LEG. BARRAGA:

I guess my closing comment -- I know how frustrating and economically difficult it is for people to go long spans of time without pay raises. I'm a good example; I spent 23 years in the New York State Assembly and I got two pay raises in 23 years. That's why I'm so happy to be here. I hope that at some point, especially after the arbitrator makes the decision, this can move quickly so that, you know, a fair and equitable settlement can be made, especially for the remaining three years. You don't want this thing to drag on. It does nobody any good and it's very costly, and economically it kills people.

MR. TEMPERA:

On behalf of the County, I'll tell you right here and now that the County has been sitting with Vito. We are prepared to enter into an agreement that covers the years. It'll bring them up and even into the future. We don't mind, the length has never been an issue with us in trying to settle this contract. In fact, with the Deputy Sheriffs, their award came out, it was a two year award, they immediately sat down with us and within, I want to say, six months they had negotiated another two year agreement. Absolutely, we are prepared, as I know the union is prepared, to sit down and move the process forward. But until you know and get the obstacles out of the way that they couldn't agree to last time or the County couldn't agree to, you can't move into the next phase. Although Vito's correct, we have met, we have tried to clarify.

VICE CHAIR BROWNING:

Legislator Eddington.

LEG. EDDINGTON:

I question the term "bargaining in good faith." Six years -- you know, you can't use those terms, you've been working on this for six years. I'm not going to try to paraphrase what our leader said, I thought Legislator Lindsay said it as clear as possible. Six years is garbage. This is way too long. And I think we started this meeting off by talking about the Correction Officers themselves. And as the Chair of Public Safety, I want to thank every member of the Correction Officers. You're doing an outstanding job under difficult situations and you're not being given the respect, and pay is respect anywhere I see. So I'm hoping that this is going to be resolved.

And I want -- I want to talk to the members of the committee about the possibility of somehow having some kind of a penalty if people don't negotiate in good faith.

Applause

Because it just seems that -- I'm tired of hearing that, "Oh, yeah. Well, we're doing it in good faith," when I know four or five people here could get together over a weekend and resolve this problem. This is not a huge problem. I don't -- I just question whether people really want it to go away. I do and I think the members of this Committee do and I know the people out in the audience want it to

go away.

MR. DAGNELLO:

So do we.

LEG. EDDINGTON:

Well, then let's make it happen and let us know what we can do to facilitate it. Thank you.

MR. TEMPERA:

Again, what I can tell you, and we share your concerns, and we've said bargaining -- bad faith bargaining is a legal term under the Taylor Law. And we were -- the union wanted information, they didn't get it, they filed, they dismissed it. But when you get down to trying to resolve a contract, I agree with you, though, it takes two sides to bring that to a resolution.

In terms of whether there can be penalties or not, I think State PERB has a process that the union could avail themselves of to move the issue along if they feel one side or the other isn't moving along. Again, I point out to you, it was the County who moved the impasse. It was the County who moved it to arbitration because we were frustrated that it was taking so long.

UNKNOWN AUDIENCE MEMBER:

Did you get a raise?

VICE CHAIR BROWNING:

Legislator Gregory.

LEG. GREGORY:

I just want to echo what my colleagues have stated. You know, we're all concerned, with the economy being the way it is, that we have many families on Long Island that are losing their jobs and we have employees of Suffolk County that are not getting their fair wage to keep up with the economic times. I don't have the experience that Legislator Lindsay had, but I was a lead negotiator in a contract when I worked with Suffolk OTB with Local 237, and I find it almost malpractice if you ask for give-backs and you don't know what those costs are going to be to either side.

Applause

MR. TEMPERA:

And again, I wouldn't --

LEG. GREGORY:

I'm not making a judgment against you.

MR. TEMPERA:

Well, I take exception --

LEG. GREGORY:

I'm just saying that I find it hard to believe --

MR. TEMPERA:

-- to calling it malpractice on behalf of the County when we go into negotiations, we put our best foot forward, and we use the financial experts we have in the County to cost-out whatever we can. But there are some items that are very difficult to cost-out that you just don't have the documents available. And we can move forward and -- it seems that on the Fair Labor Standards Act, AME was able to settle on the Fair Labor Standards Act language on the information that they had. The Probation Officers were able to settle on Fair Labor Standards Act with the information they had. The Park Police were able to settle, the Deputies had an agreement. So other unions have been able to settle with the information the County provided them, and we provided no different information to

this union than we have provided to the others. Others were able to move forward with what was available and reach an agreement.

LEG. GREGORY:

Okay, that's fair enough. I just want to encourage the parties to move forward. Let's get this behind us. Like you said, you're already in negotiations for the next contract. You know, we have many things to deal with and this should not be one of them.

MR. TEMPERA:

Agreed.

LEG. GREGORY:

Okay. Thank you.

VICE CHAIR BROWNING:

I do have a question of you both. And, you know, I still feel like we just sat hear and listened to he said/she said. And I know that the Legislators cannot get involved in your contract, we're not allowed to participate. There's nothing more we'd love to do than to see this move. My question of you both is, you know, we're tired of the he said/she said. We would like to, and I think my colleagues would join me on this, is would you object on both sides to having somebody from the Presiding Officer's Office or from this Committee to come and sit as an observer? I know we can't -- I believe under Taylor Law we're not allowed to be involved, but is there any objection to anyone coming to sit as an observer?

MR. DAGNELLO:

I have no objection to that as an observer.

Applause

MR. TEMPERA:

And again, I can can't speak on behalf of the County Executive. I'll bring it back to him. But what I will tell you is what has typically happened -- and, Kate, you've been involved in negotiations in the past, as has Presiding Officer Lindsay and Legislator Gregory. When you bring the outside fishbowl, and I'm not meaning that as a disparaging remark, but when you negotiate in a fishbowl, whether it's the press that comes in or outside groups, people tend to play to those groups. And it's been found in the past to be somewhat counterproductive, because things that people might say or agree to in a negotiating session somehow wind up not being agreed to because it is in a Newsday article or something else. I'll take it back and see if I can get you an answer on it, but --

VICE CHAIR BROWNING:

I don't think anybody's going to try to play to it. I think basically, like Bill said, cut the bull, I'm not saying the other part. You know, that's what I feel, is that if there was an observer there, nobody would be able to play the games and I think it might help things move forward.

I'm looking at the room and I said I know that there's probably neighbors of mine, somebody from my church is here, one of my volunteer fire departments. You know, I'm looking around the room, these people work hard. They need a contract. I am really getting tired of the phone calls about, "I'm losing my house," "My marriage is a mess." I get those calls. And it's very, very frustrating to hear from them on a daily basis that, you know, they need a contract and they need to move forward. They need what they deserve, and that's all they're asking for. They're not asking for the sun, the moon and the stars, they just want a decent contract.

So both of you, both sides need to get your act together. You need to start talking better together and give these people what they deserve. At that, does anyone have anything to say before we finish up?

MR. DAGNELLO:

I'll just -- I said what I had. Like I said, there's documents here and I hope you're able to read that law I cited, the section, okay? There was improprieties in Suffolk County mini-PERB, there was appointments made, individuals running the County Executive's campaign fund-raisers, that's why we objected to the impasse being filed in Suffolk County PERB.

VICE CHAIR BROWNING:

We would like copies of what you have there, please.

MR. DAGNELLO:

Yep.

MR. TEMPERA:

And again, I will sit here and I will tell you that nothing could be farther from the truth. I don't want to go down this road. They had the opportunity. They went before the Suffolk -- they filed letters with Suffolk County PERB. I know the individual they're talking about, she is a fine, upstanding individual. And before we start getting into something like that, I think you should call her in and hear from -- whether it's going to be herself or Commissioner Dow as to what their position is on it.

P.O. LINDSAY:

Could I just wrap this up?

VICE CHAIR BROWNING:

Sure, Bill.

P.O. LINDSAY:

We don't want to interfere in your business. We don't want to interfere with your negotiations. Settle a contract.

MR. TEMPERA:

Agreed.

P.O. LINDSAY:

End of story.

MR. TEMPERA:

Agreed.

MR. DAGNELLO:

Yep.

P.O. LINDSAY:

We're late for the next committee meeting. Thank you.

VICE CHAIR BROWNING:

Yes we are.

MR. TEMPERA:

Thank you all.

VICE CHAIR BROWNING:

Thank you.

MR. DAGNELLO:

Thank you.

Applause

VICE CHAIR BROWNING:

Okay. With that, we will move with agenda. We do have the State of the County address tonight at -- we have to be there at 5:30 so hopefully we can get out of here.

Tabled Resolutions

IR 1852-2008, Authorizing Federal Housing and Economic Recovery Act funding application to roll back County foreclosures/abandonments via conversion into workforce housing projects in Suffolk County. (Romaine)

LEG. GREGORY:

Motion to table.

VICE CHAIR BROWNING:

I have a motion to table by Legislator Gregory.

LEG. EDDINGTON:

Second.

VICE CHAIR BROWNING:

Second by Legislator Eddington. All in favor? Opposed? Abstentions? Motion is tabled. **(Vote: 4-0-0-1 Not Present: Legislator Nowick)**

IR 2172-2008, Adopting Local Law No. 2008, A Local Law enhancing Article XXXVI of the Suffolk County Administrative Code to add a local preference to benefit certain military veterans, to provide additional funding incentives for energy conservation measures, and to add elements of universal design and adaptability. (Co. Exec.)

Is there a public hearing?

MR. NOLAN:

Legislator Browning, no, the public hearing is closed, but this is a Local Law that still needs to be amended, I believe, to take out the universal design element that was covered in a different Local Law that we adopted.

VICE CHAIR BROWNING:

Okay.

MR. NOLAN:

Am I correct on that?

MR. BROWN:

We agree because of -- I think 1815 was Legislator Stern's bill and I think there might be some overlap between the terms and conditions of that bill with this bill, so this should probably be amended to conform with that. So tabling would be in order.

VICE CHAIR BROWNING:

I will make a motion to table. Second by Legislator Gregory. All in favor? Opposed? Abstentions? Tabled. **(Vote: 4-0-0-1 Not Present: Legislator Nowick)**

Introductory Resolutions

IR 2216-2008, Approving the reappointment of Walter Kirby as a member of the Suffolk

County Public Employment Relations Board. (Co. Exec.)

He is not here, however, it is a reappointment. I'll make a motion to approve. Second by Legislator Gregory. All in favor? Opposed? Abstentions? Motion is approved. **(Vote: 4-0-0-1 Not Present: Legislator Nowick)**

IR 2219-2008, Authorizing the sale of County-owned real property pursuant to Section 72-h of the General Municipal Law to the Town of Islip, for affordable housing purposes (SCTM No. 0500-183.00-01.00-045.000). (Co. Exec.)

LEG. GREGORY:

Motion.

VICE CHAIR BROWNING:

Motion to approve by Legislator Gregory. Second by Legislator Barraga. All in favor? Opposed? Abstentions? Motion carries. **(Vote: 4-0-0-1 Not Present: Legislator Nowick)**

IR 2220-2008, Authorizing the sale of County-owned real property pursuant to Section 72-h of the General Municipal Law to the Town of Islip, for affordable housing purposes (SCTM No. 0500-315.00-01.00-063.000) (Co. Exec.)

I guess same motion, same second, same vote. **(Vote: 4-0-0-1 Not Present: Legislator Nowick)**

IR 2249-2008, Amending the Suffolk County Classification and Salary Plan in connection with a new position title in the Department of Health Services (Associate Hydrogeologist). (Co. Exec.)

Anybody have any questions on that? Matt Miner, you're here? Could you -- oh, Dr. Chaudhry is here? I'm sorry, I didn't see him.

MR. MINER:

Matt Miner, Deputy Commissioner of Health Services. I have to my right Walt Dawydiak, Assistant Chief of the Department of Environmental Quality, and we're here to answer any questions.

MS. CHAYES:

Kris Chayes from the Suffolk County Civil Service Department. I can address any Civil Service related questions regarding this resolution and the next one.

VICE CHAIR BROWNING:

So why is it being created?

MR. MINER:

The Associate Hydrogeologist, two individuals, and it's something that has been reviewed by Civil Service. Given their current work requirements of these two individuals, Mr. Paulsen and Mr. Rapijko, both with extensive experience, extensive staff supervision requirements, and it's, at least from our perspective, consistent with the other titles and grades within the Department of Environmental Quality. So it's a new title, but it's consistent with the DEQ staffing hierarchy.

VICE CHAIR BROWNING:

Okay. I'm going to ask the stupid question. What does a hydrogeologist do for the County?

MS. CHAYES:

I have a copy of the job specification, the draft specification, if you wanted that also.

VICE CHAIR BROWNING:

I know you can answer that question.

MR. DAWYDIAK:

Hydrogeologist's study the movement of water through earth. In terms of Suffolk County we have a sole source aquifer. Our million and a half residents rely solely on our groundwater which provides drinking water and which also effects estuary surface water quality. Both of these individuals have been employees for well over 20 years. They have taken on major supervisory and programmatic responsibilities. There are two separate units that they supervise, the Bureau of Water Resource Management and the Bureau of Groundwater Investigations.

As Mr. Miner indicated, their upgrade is just to equilibrate them with other technical titles as well as with other supervisory, bureau supervisory, within Environmental Quality. This is something which has been long overdue for two of the finest professionals we have at Environmental Quality.

VICE CHAIR BROWNING:

Okay. Legislator Gregory.

LEG. GREGORY:

Just a quick question. Was this on your doing? Was it the encouragement of Civil Service? Was there a bench audit or something?

MS. CHAYES:

It was a request by the department because the job duties of these two individuals had changed and increased over the years they have been with the department. So a desk audit was conducted and we confirmed that they were, in fact, working outside their current title, which is Hydrogeologist.

MR. MINER:

From health administration we fully support the Division of Environmental Quality's efforts and these two individuals in particular have been outstanding. I know they have been involved in many of the projects that you have in your districts, Legislator Browning, involved in the Beaver Dam Creek and many other items.

VICE CHAIR BROWNING:

With that, I guess no more questions? Okay. So did we have a motion on that?

MS. LOMORIELLO:

No.

LEG. BARRAGA:

Motion.

VICE CHAIR BROWNING:

Legislator Barraga made the motion. Second, Legislator Eddington. All in favor? Opposed? Abstentions? Motion carries. **(Vote: 4-0-0-1 Not Present: Legislator Nowick)**

IR 2250-2008, Amending the Suffolk County Classification and Salary Plan in connection with a new position title in the Department of Health Services (Assistant Chief - Public and Environmental Health Laboratory). (Co. Exec.)

Do you want to tell us about that one?

MR. DAWYDIAK:

Certainly. Again, Walter Dawydiak, for Environmental Quality. This is earmarked for Mr. Ron Huttie, who serves as the Assistant Lab Chief for Ken Hill, our Lab Director. Mr. Huttie has been an employee, again, for well over 20 years. In that time period the lab has gone from one hundred

parameters to over 300. They collect approximately 50,000 samples per year. In terms of staffing and workload there's been a substantial increase. Mr. Huttie serves as Quality Assurance Officer to get federal and state accreditation. He also assists in supervising 28 employees in the Environmental Health Lab. Civil Service has determined that his title is consistent with other Assistant Lab Chiefs in the Crime and Toxicology Lab. So, again, we are just trying to equilibrate Mr. Huttie, another one of our finest employees, for a long overdue promotion.

VICE CHAIR BROWNING:

Okay. Motion to approve is Legislator Barraga. I'll second. All in favor? Opposed? Abstentions? Okay, motion is carried. Thank you. **(Vote: 4-0-0-1 Not Present: Legislator Nowick)**.

IR 1012, Authorizing the sale of County-owned real property pursuant to Section 72-h of the General Municipal Law to the Town of Brookhaven for affordable housing purposes (SCTM No. 0200-055.00-03.00-062.000). (Co. Exec.)

LEG. EDDINGTON:

Motion.

VICE CHAIR BROWNING:

Motion to approve by Legislator Eddington. I'll second. All in favor? Opposed? Abstentions? Motion carries. **(Vote: 4-0-0-1 Not Present: Legislator Nowick)**

IR 1013, Authorizing the sale of County-owned real property pursuant to Section 72-h of the General Municipal Law to the Town of Babylon for affordable housing purposes (SCTM No. 0100-058.00-04.00-023.000). (Co. Exec.)

Motion by Legislator Gregory. I'll second. All in favor? Opposed? Abstentions? Motion carries. **(Vote: 4-0-0-1 Not Present: Legislator Nowick)**

IR 1014, Authorizing the sale of County-owned real property pursuant to Section 72-h of the General Municipal Law to the Town of Brookhaven for affordable housing purposes (SCTM No. 0200-951.00-06.00-013.000). (Co. Exec.)

LEG. EDDINGTON:

Motion.

VICE CHAIR BROWNING:

Motion by Legislator Eddington. Second by Legislator Barraga. All in favor? Opposed? Abstentions? **(Vote: 4-0-0-1 Not Present: Legislator Nowick)**

IR 1015, Authorizing the sale of County-owned real property pursuant to Section 72-h of the General Municipal Law to the Town of Babylon for affordable housing purposes. (Co. Exec.)

Motion by Legislator Gregory. I'll second. All in favor? Opposed? Abstentions? **(Vote: 4-0-0-1 Not Present: Legislator Nowick)**

With that, I guess we have no more business. Motion to adjourn. So we're adjourned and we're not going anywhere because we're ready for the next one.

(THE MEETING CONCLUDED AT 2:29 P.M.)

{ } DENOTES SPELLED PHONETICALLY