

Ways & Means Committee Special Meeting Minutes

DATE & TIME: November 16, 2022 – 1:00 PM
LOCATION: Legislative Chambers, 6th Floor, County Office Building
PRESIDING OFFICER: Chair John Gavaris
LEGISLATIVE STAFF: Amber Feaster & Natalie Kelder, Legislative Financial Analyst
PRESENT: Legislators Brian Cahill (arrived 1:06), Dean Fabiano, Ken Ronk, Eve Walter (arrived 1:27), and Legislative Chair Tracey Bartels
ABSENT: None
QUORUM PRESENT: Yes

OTHER ATTENDEES: Legislators Phil Erner, Kathy Nolan, Laura Petit, Eric Stewart; Clerk of the Legislature Fabella; Comptroller Gallagher & Deputy Comptroller DeMarco – UC Comptroller’s Office; Commissioner Gulnick, Deputy Budget Director Quesnell and Accountant Sweeney - Department of Finance; Director Juras- Budget and Innovation; Director Alan Macaluso & Dan Proctor, Information Services; Toni Roser, UCAT; Tanya Garment; Howard Baul, CSEA; Patricia Doxsey, Kinston Freeman Reporter, SPCA Director Gina Edinger-Carbonari

Chairman Gavaris called the meeting to order at 1:04 PM

Chair Gavaris introduced legislators and department heads to discuss their 2023 County Executive Recommended Budget amendment requests:

Legislator Ronk –

- **Proposed Budget Amendment No. 25: Legislative Office Personnel**-This amendment adjusts regular pay within the Clerk of the Legislature

Commissioner Gulnick explained these next three amendments are technical amendments and thanked Legislative Financial Analysts Feaster and Kelder for working with him and his staff to review the budget.

- **Proposed Budget Amendment No. 26: Technical – DSS** - Part time non benefited was included in Regular Pay
- **Proposed Budget Amendment No. 28: Technical PL** - Clerical error in GL entry.
- **Proposed Budget Amendment No. 29: PL Technical - Purchasing** - Clerical Error. No GL change needed
- Commissioner Gulnick discussed an additional amendment just handed out that accounts for the federal revenue in benefits. An additional \$118,000 in federal revenue added to contingency to account for that expense. He thanked Deputy Clerk Feaster for pointing it out.

Legislator Nolan –

- **Proposed Budget Amendment No. 30: Agricultural Crisis Relief** - To create a position to administer the ARPA - Agricultural Crisis Relief Program proposed by Resolution No. 400 of 2022. This individual will work in coordination with the Ulster County Planning Department, the Ulster County Economic Development Department, the Ulster County Soil and Water

Conservation District, and others in establishing and implementing this program. The position is 100% Federal Aid funded through American Rescue Plan Act funds (ARPA).

Legislator Nolan explained that this the position that has been discussed for several months now as part of the Agricultural Crisis Relief Package. The position originally envisioned as a outside consultant for \$90,000/year evolved into a county position at \$73,000 and this amendment would also cover benefits bringing that line up to \$110,000. The original proposal program included an undefined “other” line and \$15,000 for outreach to children but that duplicated a program already offered by Cornell Cooperative Extension and those funds were moved to cover the benefits.

Legislator Cahill noted there was no “sunset” clause. This program and position are being funded with ARPA funds in 2023 and asked how it would be funded in future budgets?

Legislator Nolan explained that grant writing was part of the position, and she expects that future grants will cover the administrative costs and perhaps the salary. Since discussions about the program began, she has seen an “outpouring” of people wanting assistance in all different kinds of areas that aren't currently being served by soil and water, Cornell Cooperative, farmland apart Protection Bureau.

Legislator Cahill reminded members that they already have an amendment to create a grant writer so this would be a duplication of effort and he was still concerned about the annual funding for this down the road.

Legislative Chair Bartels felt the description of the position is problematic and said she would work with Legislator Nolan on that. She envisions an agricultural specialist with grant writhing abilities that already firmly exists in the ag world. She knows there are going to be significant federal funds opening up and wants Ulster County to be ready to act. She expects the position to pay for itself and if the person isn't delivering the legislature should revisit that. She described meetings with county department heads and ag providers who agreed this will address a hole in terms of farmland protection.

A discussion ensued that included a future review before it is renewed, potential for claw backs or protections to ensure that farms that receive funding follow through and maintain agricultural status, legislative engagement with selection of this person, and developing goals to evaluate the program.

Legislator Erner–

- **Proposed Budget Amendment No. 31: Bus Driver Training** - This amendment provides for Ulster County Area Transit to delivery Entry Level Driver Training through the Commercial Driver Training School in the Kingston Plaza. There are 5 days of training at \$625.00 / person. This amendment would account for 10 people. Once the training is complete, each person will receive a CDL license necessary to become a bus driver for UCAT.

Legislator Erner described the national shortage of qualified bus drivers and is working with the Office of Employment and Training to fund additional training for potential bus drivers.

Legislative Chair Bartels asked if we could require drivers the county subsidizes to commit to work for Ulster County for a period of time after the training. She also asked if UCAT expressed any hesitation in hiring brand new CDL drivers.

CSEA representative Howard Ball said there are ongoing discussions with UCAT and with stricter requirements for driver training the pool of drivers will continue to diminish without an aggressive driver training program. He also warned that UCAT is competing with School bus companies and neighboring counties and a brand-new driver that starts today in Dutchess County would make \$4/hour more than a driver in Ulster with 10 years of experience.

A discussion ensued.

Legislator Petit was joined by Legislator Erner

- **Proposed Budget Amendment No. 32: UCAT Grade Change** - This amendment reclassifies the following positions from a grade 8 to a grade 10: Bus Driver, Bus Dispatcher, and Bus Driver / Bus Dispatcher.

Legislator Petit reminded members that UCAT is in competition for these drivers and dispatchers and cited a report that was done to make sure these raises don't cause compression issues.

Legislator Erner noted that CSEA was asking that they be rewarded for their additional responsibilities raising them to grade 11. This only proposes to raise them to grade 10.

Mr. Ball explained that going into 2023 a grade eight bus driver starts in Ulster County at \$21.14, Dutchess County bus drivers start at \$24.51. After five years Ulster County drivers are up to \$25.85, Dutchess is \$27.06. That difference will increase even more in 2024-2025 because Dutchess County wage increases are higher than Ulster's and their benefit package is better.

Mr. Ball also warned that this would create a compression issue and the legislature should look at all the UCAT salaries.

A discussion ensued. Legislators asked for the salary figures to be detailed in writing.

- Legislator Petit asked to take a **“new business” amendment for Ulster County Society for the Prevention of Cruelty to Animals (UCSPCA)** funding out of order because UCSPCA Director Gina Edinger-Carbonari arrived. During COVID the UCSPCA ran out of funding for spay/neuter programs and as a result the cat population has soared. She is asking for \$10,000 in addition to the \$23,500 in the 2023 budget.

Ms. Edinger-Carbonari explained that the \$23,599 funding for the program has fallen short the last two years and the additional \$10,000 will hopefully fund the program for the year. In addition to spay/neuter surgery they give cats vaccinations for rabies and other communicable diseases to protect the community.

Legislators discussed the history of the programs, how the service is recorded and where the cats are coming from. They requested a report going forward.

- **Proposed Budget Amendment No. 33: MEO** - This amendment adds two Motor Equipment Operators (MEO) positions to Maintenance of Roads & Bridges

Legislator Petit did a tour with the DPW this summer and was surprised that capital projects approved by the legislature are only a small portion of what is done in-house by county workers.

This amendment would fund two entry level Motor Equipment Operators (MEO). She reported that Before COVID there were 30 MEO's. Today there are only 15. In the 2023 budget there is funding for 17. This amendment would add two more.

A discussion ensued regarding her figures and the various titles that might include MEOs, who put in the request to Legislator Petit for more positions. Legislators asked for a breakdown from the department of historical data so they can make a more informed decision.

- **Proposed Budget Amendment No. 34: EV Charging** - This amendment adjusts the electric vehicle (EV) Charging Station Revenue to include charging for the first two hours of use.

Legislator Petit explained that this will eliminate free charging and require those who use the county EV charging stations to pay a minimal fee.

- **Proposed Budget Amendment No. 35: Elimination of Constituent Service Navigator Division** - To eliminate the Constituent Services Navigator Division.

Legislators discussed how this division developed from the COVID call center, how the division was envisioned, and how calls are being routed. There was a consensus of disillusionment from a lack of information and the absence of promised analysis or follow up with legislators about district constituents were served.

Legislator Cahill pointed out that many constituents are still calling the department they need directly. Legislator Ronk agreed and expressed similar concerns.

Legislator Walter suggested that the two care management positions could be moved to DSS.

Comptroller Gallagher told the committee she was working on a audit in the area and hopes to have more information back next week that she will release soon.

Mr. Ball expressed concern that just eliminating the division puts 4 people out of a job with no warning and suggested looking at the reports before deciding to eliminate positions or move them to other departments.

A discussion ensued.

- **Proposed Budget Amendment No. 36: Constituent Services Navigator Nonunion 2.5%** - This amendment removes the County Executive recommended 2.5% non-union COLA adjustment from the non-union position with the Constituent Services Navigator Division.

This resolution would eliminate the raise for just the non-union position in the Constituent Services Navigator Division if Proposed Budget Amendment 35 fails.

- **Proposed Budget Amendment No. 37: CIP - Bus Shelters** - This amendment addresses equitable public transportation, taking a comprehensive approach to implement future policies and programs at the County level by providing the resources required to establish a uniform bus shelter program. A minimum of two (2) bus shelters shall be provided to each of the County's interested

municipalities with uniform signage containing bus routes, access to up-to-date bus information, and other pertinent phone numbers and websites for a continuum of transit access both public and private. Additionally, one climate-controlled shelter at a major transit hub shall be provided to create a comfortable waiting area against extreme heat and cold.

Legislators discussed the cost of these shelters, which municipalities are sponsoring shelters and which municipalities need assistance, standardizing the design of the shelters, advertising UCAT services and schedules and a timeline for actually building the shelters.

Legislators Petit & Maloney

- **Proposed Budget Amendment No. 38: Elimination the ARP Administration Division** - This amendment eliminates the ARP Administration Division. Appropriated Fund Balance was used to offset the fact that ARPA Revenues were not recommended to fully cover the ARPA Administration's expenses.

Legislator Maloney presented this amendment at the November 15 Special Budget meeting.

Legislator Petit

- **Proposed Budget Amendment No. 39: ARP Administration Nonunion 2.5% Adjustment** - To remove 2023 Executive Recommended increases to regular pay for 100% Federal Aid - ARPA funded positions.

Legislator Petit said this was a follow up to Proposed Budget Amendment No. 38.

- **Proposed Budget Amendment No. 40: CIP – ARPA Water & Sewer** - Technical Amendment upon adoption of Resolution No. 541 of 2022 - Amending Capital Project No. 604 -- ARPA Water and Sewer in the amount of \$1,000,000.

Legislators Nolan and Legislative Chair Bartels discussed this suggestion being discussed in the ARPA committee and felt that making it a budget amendment would bypass the committee process.

- **Proposed Budget Amendment No. 41: Affordable Housing Fund to Water & Sewer Infrastructure** - This amendment removes the Affordable Housing Fund Project from the Capital Improvement Program and replaces it with a Water & Sewer Infrastructure Matching Program. The Water & Sewer Matching Program will be conducted similarly to the ARPA - Water & Sewer Matching Program but will be conducted through the use of County Funds

Legislators discussed other funding in the budget that addresses municipal water & sewer project

- **Proposed Budget Amendment No. 42: Overall Expenditure Reduction** - This amendment results in a 0.97% total budgetary reduction to reduce the risk of reserves being drawn down. The 0.97% reduction shall apply within a program or purpose of any department, agency, office or unit as the Department Head feels fit

Legislator Petit hopes this will address concerns that the budget may be pulling too much from reserves.

- **Proposed Budget Amendment No. 43: Municipal Executive Staff** - Defunding the Assistant Deputy County Executive position that has been vacant since 9/8/2022; leave of absence began 7/18/2022.

Legislator Petit that using sick and vacation time the position has been vacant for almost 6 months and suggested it might not be needed.

A brief discussion of the impact of this and other proposed amendments on the Executive's office, and the intention of waiting to let the new executive fill this position with their own people

Legislator Maloney

- **Proposed Budget Amendment No. 44: Municipal Executive Staff** -To defund the two Assistant Deputy County Executive positions within the County Executive Office which have been vacant since September 2022.

Legislator Maloney presented this amendment at the November 15 Special Budget meeting.

Legislative Chair Bartels

- **Proposed Budget Amendment No. 45: Assistant Deputy County Executives** - This amendment adjusts the salary of the Assistant Deputy County Executive positions to the 2014 adopted salary for position no. 12301032 with all management, non-union COLA adjustments to year 202.

Legislative Chair Bartels gave a brief history of two deputy county executive positions including one being filled by an attorney at a higher salary. The salary remained at the higher level even when it was later filled by a non-attorney. Both positions are currently vacant. This amendment would make them both the same at the lower non-attorney salary.

Legislator Maloney

- **Proposed Budget Amendment No. 46: Tourism Advertising** - This amendment reduces the professional services budget within the Tourism Department.

Legislator Maloney presented this amendment at the November 15 Special Budget meeting.

Legislative Chair Bartels

- **Proposed Budget Amendment No. 47: Board of Elections ADM BE Positions** - This amendment adjusts the titles of two Administrative Assistants for the Board of Elections to Administrative Technicians for the Board of Elections. The salaries are proposed to be increased for the knowledge and skills required to complete advanced technical management and cyber security safeguarding on behalf of the department.

Legislative Chair Bartels said this needed to be updated and would just be a title change.

- **Proposed Budget Amendment No. 48: Affordable Housing Fund** - This amendment removes the Affordable Housing Fund Project from the Capital Improvement Program. This proposal is to

act as an assignment of fund balance for various types of housing projects and initiatives. It has not yet been determined whether all proposed initiatives are in fact capital projects or bondable. The Capital Improvement Program discloses that each individual project within each at annual assignments will be assigned its own Capital Project number and title and be accounted for and reported individually. As currently contemplated, it is not a fund.

- **Proposed Budget Amendment No. 49: Community Development Program** - This amendment removes the Community Development Program from the Capital Improvement Program. This proposed project is described to act as an assignment to fund balance for various types of matching fund programs such as water and sewer, housing projects, and community service facility maintenance. A program such as the one proposed should be contemplated and added to the Capital Improvement Program only after determining the policy associated with it.

Legislative Chair Bartels discussed Proposed Budget Amendments 48 and 49 address concerns she discussed previously about putting conceptual programs in the Capital Programs before policies to implement them are developed.

- **Proposed Budget Amendment No. 50: Transportation Studies** - This amendment removes the proposed Transportation Studies capital project and places the current expenditures for the proposed 2023 study(ies) into the Operating Budget.

Legislative Chair Bartels explained that after discussions with the Director of Planning today, she still wants to remove this from the Capital Projects but not put it in the Transportation budget.

Legislator Cahill discussed the once-in-a-lifetime influx of ARPA funding and using this opportunity wisely for long-term improvements to housing and infrastructure while maintaining the reserve funding for tax stabilization contingencies.

A detailed discussion about restricted and unrestricted capital reserve funds, tax stabilization, the impact of some of these proposed budget amendments and being prepared for potential downturns in the economy and sales tax.

- Legislative Chair Bartels discussed creating a policy about changing titles that would require the legislature give separate approval for any title changes included in the budget. She noted that often title changes within the budget correspond to significant salary increases and it is important that legislators are aware of these impacts.

Legislator Maloney

- **Proposed Budget Amendment No. 51: Historically Overbudgeted Accounts** - To reduce the 2023 Executive Recommended Budget for accounts historically over-budgeted for by the average variance from 2018 to 2021.

Legislator Maloney did not address this at the November 15 meeting.

Commissioner Gulnick expressed concerns that the bulk of these budget decreases are in DSS contracts, and these programs were down during COVID but are increasing.

A brief discussion ensued.

Chairman Gavaris asked if there was any old or new business. Hearing none:

Adjournment

Motion Made By: Legislator Cahill
Motion Seconded By: Legislator Walter

No. of Votes in Favor: 6
No. of Votes Against: 0

TIME: 4:06 PM

Respectfully submitted: Natalie Kelder
Minutes Prepared by: Fawn Tantillo
Minutes Approved: December 13, 2022

AGREEMENT

BY AND BETWEEN

THE COUNTY OF DUTCHESS

AND THE

**CIVIL SERVICE
EMPLOYEES ASSOCIATION, INC.**
LOCAL 1000, AFSCME, AFL-CIO

CSEA

DUTCHESS COUNTY UNIT
DUTCHESS COUNTY LOCAL 814

JANUARY 1, 2021 – DECEMBER 31, 2024

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THIS AGREEMENT, made this 17th day of October, 2022 by and between the COUNTY OF DUTCHESS, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as the "County"), and the CIVIL SERVICES EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME/AFL-CIO, DUTCHESS COUNTY UNIT, DUTCHESS COUNTY LOCAL 814, having its principal place of business at 143 Washington Avenue, Albany, New York 12210 (hereinafter referred to as the "Union").

W I T N E S S E T H :

WHEREAS, it is the desire of the parties to this Agreement to negotiate collectively with regard to hours of work, wages, and working conditions in order to (a) promote a harmonious and cooperative relationship between government and its employees, (b) to protect the public by assuring, at all times, the orderly and uninterrupted operation and function of government, (c) to recognize the legitimate interest of the employees, (d) to promote fair and reasonable working conditions, and (e) to provide a basis for the adjustment of matters of mutual interest by means of amicable discussion, now, therefore, it is mutually agreed by and between the parties as follows:

ARTICLE I
DEFINITIONS

The following words and terms as used in this Agreement shall have the following meanings:

"ANNIVERSARY DATE"

The date on which an Employee is hired.

"ADJUSTED BENEFIT DATE"

The date on which an Employee is hired, adjusted by adding any period of more than five (5) consecutive days or five (5) days in a two-week period during which the Employee does not appear on the payroll. This date affects accrual of leave time and payment of health insurance premiums.

"ADJUSTED LONGEVITY OR INCREMENT DATE"

The date on which an Employee is hired, adjusted by adding any period of more than five (5) consecutive days or five (5) days in a two-week period during which the Employee does not appear on the payroll. This date affects the eligibility dates for increment or longevity awards.

"COUNTY"

The County of Dutchess, and its units of government including Dutchess Community College.

"COUNTY EXECUTIVE"

The chief executive officer of the County, as that office is defined and established in Article III of the Dutchess County Charter, and the President of the Dutchess Community College, as defined and established pursuant to Article XXXI of the Dutchess County Charter, or their designees. In Article XI of this Agreement titled Grievance Procedure, "County Executive" will mean only the chief executive officer of the County, or his designee, as that office is defined and established in Article III of the Dutchess County Charter.

"EMPLOYEE(S)"

A member of the work force of the County of Dutchess who is duly appointed to the titles set forth in Appendix "A," annexed to and made a part of this Agreement.

"HE"

Means she, pursuant to Section 22 of the General Construction Law.

"UNION"

The Civil Service Employees Association, Inc., Local 1000, AFSCME/AFL-CIO, Dutchess County Unit 6650, Dutchess County Local 814.

"UNIT"

Any department, office or division of County government as defined in the Dutchess County Charter or Administrative Code.

"UNIT HEAD"

An officer or employee of the County charged with the responsibility of managing a Unit of County government, and includes a duly appointed designee where appropriate.

ARTICLE II **RECOGNITION**

SECTION 1. REPRESENTATION

The County agrees that the Union shall be the sole and exclusive representative of all Employees described in Article III for the purpose of collective bargaining and grievances for the maximum period stipulated by the Public Employees Fair Employment Law. For the purpose of representation, the County shall limit access to County property only to representatives of the Union, except where required by law.

SECTION 2. MEMBERSHIP DUES

The County shall deduct from the wages of Employees and remit to the Union regular membership dues and such other Union insurance charges as may be mutually agreed upon by the County and the Union for those Employees who sign an authorization form permitting such payroll deductions.

SECTION 3. NO STRIKE AFFIRMATION

The Union affirms that it shall not assert the right to strike against the County, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist, or participate in such a strike. It is further expressly agreed that the pledge herein recited is an essential element of consideration for this Agreement.

ARTICLE III **COLLECTIVE BARGAINING UNIT**

SECTION 1. DEFINITION OF UNIT

The County agrees that the Union is the sole and exclusive negotiating representative for the Employees of the County who are duly appointed to the titles listed in Appendix "A" annexed hereto and made a part of this Agreement.

SECTION 2. MODIFICATION OF UNIT

The definition of Unit may be modified during the term of this Agreement as follows:

- (a) By operation of law, when (i) a title is abolished, or (ii) a title is changed pursuant to a reclassification proceeding authorized by Section 22 of the Civil Service Law, and the changed title is not deemed to be managerial or confidential.
- (b) By mutual agreement of the parties, pursuant to Article 14 of the Civil Service Law, when (i) a new title is created by the County pursuant to a classification proceeding authorized by Section 22 of the Civil Service Law, or (ii) when a title is changed pursuant to a reclassification proceeding authorized by Section 22 of the Civil Service Law and the changed title is deemed to be managerial or confidential.

SECTION 3. AMENDED APPENDICES

Updated Appendix "A" indicating modifications of the Unit, as authorized above, shall be provided by the County to the Union upon request.

ARTICLE IV **COMPENSATION**

SECTION 1. SUPPORTING DOCUMENTS

Attached hereto and made a part hereof are the following documents:

- (a) Annual Salary Job Group Allocations (Appendix "A");
- (b) Annual Salary Schedule for 2020 (Appendix "B");
- (c) Annual Salary Schedule for 2021, 2022, 2023 & 2024 (Appendix "C.1");
- (d) Longevity Schedule (Appendix "C.2");
- (e) On-Call Compensation Schedule (Appendix "C.3");
- (f) Rules for Administration of the Salary Plan (Appendix "D").

Both parties agree to adopt these documents as part of this Agreement in the manner set forth below.

SECTION 2. SALARIES

The salary schedule Appendix "B" reflects the 2020 salary schedule.

- (a) The salary schedule for 2021 reflects an increase of three and one half percent (3.5%) over the 2020 schedule.
- (b) The salary schedule for 2022 reflects an increase of three and one quarter percent (3.25%) over the 2021 schedule.

Additionally, effective and retroactive to full ratification, the Union and County agree to eliminate Grades 1, 2, and 3. The lowest grade of a position will be a Grade 4 and any position previously allocated to Grades 1-3 will be upgraded to Grade 4. Any employee impacted will be placed on a step pursuant to Appendix D, Section 5, Reallocation.

- (c) The salary schedule for 2023 reflects an increase of three and one half percent (3.5%) over the 2022 schedule.
- (d) The salary schedule for 2024 reflects an increase of three and three-quarter percent (3.75%) over the 2023 schedule.
- (e) Retroactive salary payments shall be paid to those Employees on the payroll on the date of Union ratification. In addition, retroactive payments shall be made to those Employees who have retired between January 1, 2021, and the date of final Union ratification, and are receiving a NYS retirement pension. Retroactive payments will be made to the estate of any Employee who died between January 1, 2021, and the date of final Union ratification. Retroactive payments shall be used to reduce any amounts owed to the County by an Employee that are subject to recoupment without regard to the provisions of Article IV, Section 9. Payments will be made as soon as practicable after ratification by both parties and final execution of this Agreement by the County Executive.

SECTION 3. SHIFT COMPENSATION

A work day will be broken into three shift periods and Employees working other than the daytime (first) shift shall receive additional compensation as noted below. All shift hours which overlap two designated shift periods will be recognized for pay purposes to be within that shift period wherein over 60% of the working hours are set.

- (a) First shift - 6:00 a.m. to 6:00 p.m. - the base rate established by the salary plan.
- (b) Second shift - 6:00 p.m. to 12:00 a.m. - the base rate established by the salary plan for first shift personnel, plus 5%.
- (c) Third shift - 12:00 midnight to 6:00 a.m. - the base rate established by the salary plan for first shift personnel, plus 10%.

SECTION 4. EMERGENCY CALL-BACK PAY

An Employee called to come to work and who actually arrives at his worksite 4 or more hours before his regular work shift, shall be guaranteed a minimum of 3 hours pay plus actual travel time to and from work for all travel within Dutchess County. Travel time outside Dutchess County shall not be compensated. As much of the 3 hours as the Employee is required to work shall be considered overtime hours and shall be compensated at time and one half; the remainder, if any, of the guaranteed 3 hours and travel time shall be considered straight time and compensated as such. Unworked time shall be paid on a first shift basis. The following standards shall apply to emergency call-back situations:

- (a) When an Employee is at work and requested to come back to work at a later time or date, this shall be considered pre-scheduled overtime and shall be compensated at regular overtime rates and not treated as emergency call-back.
- (b) When an Employee is requested after the end of his regular shift (i.e. after he has punched out for the day) to come back to work prior to his next regular shift, he shall be compensated pursuant to the emergency call-back clause.
- (c) When an Employee is ordered or requested to remain at work and work beyond his regular shift, this shall be construed as continuous overtime and shall be compensated at regular overtime rates.
- (d) When an Employee is ordered to perform mandatory overtime on a non-continuous basis, that is to say if there is an interruption or break between the Employee's regular shift and the performance of

the mandatory overtime and the Employee receives less than twelve (12) hours' notice, then this shall be treated as emergency call-back and shall be compensated pursuant to the emergency call-back clause of the agreement.

- (e) Notwithstanding anything to the contrary set forth herein, if an Employee works from a vehicle as part of his job duties, that time shall be considered as time worked and compensated at time and one-half. He shall not, however, receive any additional travel time payments.

SECTION 5. INCREMENTS

- (a) Increments based upon the annual step increment structure, as reflected in Appendices "C.1" shall be paid to qualifying Employees if awarded pursuant to the annual performance appraisal provided for in Section "6" of this Article IV. Employees will receive their increments effective on their adjusted increment date.
- (b) If an increment is denied, the Unit Head shall review the Employee's performance during the subsequent six (6) months to determine if the increment should be implemented at the end of that period. The subsequent decision shall not be subject to the grievance procedure.
- (c) During the six (6) month period subsequent to an increment award, if the Employee's performance diminishes to an unsatisfactory level, a Unit Head must follow the following procedure to reverse the increment award: The Employee must be advised of a performance deficiency in writing and given time to correct it. Subsequently, the Employee must be given formal counseling and be advised of his right to have a Union representative present at the counseling session. Increment reversal must be submitted to the Labor Management Committee and will become effective the first pay period following the approval of the Dutchess County Commissioner of Human Resources.

SECTION 6. ANNUAL PERFORMANCE APPRAISAL

The parties recognize that the County has implemented a comprehensive annual performance appraisal system. This system will be used as the basis for award or denial of increments, longevities, promotions, and other formal personnel actions.

SECTION 7. LONGEVITY PAYMENT

- (a) Longevity payments after 10, 15, 20, 25, 30 and 35 years of service shall be paid as set forth on Appendix "C.2" to qualifying Employees if awarded pursuant to the annual performance appraisal provided in Section "6" above. Employees will receive their longevities effective their adjusted longevity date.
- (b) If a longevity payment is denied, the Employee's performance will be reviewed within each subsequent six (6) months to determine if the longevity shall be implemented at that time.

SECTION 8. ON-CALL PAY

- (a) Employees who are required to be on-call and available to respond on a 24-hour basis to job related emergencies or urgent situations shall be compensated for each week of on-call assignment. A week of on-call assignment commences at 12:00 a.m. on a given day and ends on 11:59 p.m. seven (7) days later, in accordance with the schedule made by the Unit Head.

- (b) Compensation shall be based on the Employee's grade and frequency of on-call assignment as described in the On-Call Compensation Schedule (Appendix "C.3"). Compensation shall only be made when Employees are actually scheduled to be on-call. Employees who are required to be on-call and available to respond on a 24-hour basis to job-related emergencies or urgent situations for less than a full week shall be compensated on a prorated basis.
- (c) Employees may request on-call pay to be compensated as straight time compensatory time. The approval or denial of the Employee's request shall be in the sole discretion of the Unit Head. Full time Employees shall receive either seven or eight hours of straight time compensatory time, consistent with the basic workday of their title as defined in Article V, Section 1(a), for each full week of on-call pay. Employees may not either split a week of on-call pay between payment and straight time compensatory time nor earn straight time compensatory time for partial weeks of on-call pay. If straight time compensatory time is granted, it must be taken within 6 months of the date earned or it shall be converted to sick leave. The provisions in paragraph (c) will not be subject to the grievance procedure.

SECTION 9. RECOUPMENT

- (a) When employees or departments become aware of an overpayment, the Departments of Human Resources and Finance shall be notified in writing. Notification shall include the name of the employee and the nature and duration of the overpayment.
- (b) The Department of Human Resources shall notify the Union by contacting the Union President. The Union shall be notified of the affected employees, the amount and the reason for the overpayment.
- (c) The Finance Department shall notify each employee in writing of the amount and reason or the overpayment and the payment or recoupment schedule to be followed. Payroll deductions will be used. Deductions shall be made at the rate of fifty dollars (\$50.00) per payroll until the recoupment is satisfied. Payroll deductions will commence on the second payday following the date of notification.
- (d) If the recoupment is not satisfied and the employee leaves County employment, the balance of the recoupment will be taken from the employee's last paycheck.
- (e) If a recoupment schedule of fifty dollars (\$50.00) per payroll represents an undue hardship to an employee, the employee may request to the Department of Human Resources that a lesser recoupment be taken. The decision of the Department of Human Resources on the request shall be final. Until the decision is made by the Department of Human Resources, there shall be no recoupment made by the Finance Department. In addition, notwithstanding anything to the contrary, an Employee may request a repayment amount in excess of fifty dollars (\$50.00) per payroll.

SECTION 10. EMERGENCY CLOSURE

(a) Applicability

This section shall only apply when the County Executive issues a Local Emergency Order closing all County offices and facilities under his authority under the law.

(b) Definitions

The definitions below pertain only to these sections outlined below regarding the closure of County offices and facilities and shall not be used to interpret other sections.

“REQUIRED TO WORK”

“Required to work” means any employee that the County deems is necessary to work during a closure of County offices and facilities, either from home or in the facility, with prior authorization from the Department Head. The closure of County offices and facilities must be by the County Executive’s Local Emergency Order and the time compensated pursuant to this section will only be during the hours that the County offices and facilities are closed pursuant to said order, not the duration of the State of Emergency.

(c) Required to Work

Based upon the needs of each closure, the County will determine which bargaining unit members are required to work. Bargaining unit members who are required to work when the County closes offices and facilities due to an Emergency Order, shall be compensated at their regular rate of pay for all hours worked during the closure of County offices and facilities.

In addition, bargaining unit members shall receive straight compensatory time for their normal shift for all hours worked during the closure of County offices and facilities. Compensatory time is an accrual award and does not count towards the overtime calculation within that time week.

Bargaining unit members will only receive any of the above benefits for normally scheduled shifts, if applicable, and shall not apply to any overtime hours worked. Overtime will be calculated based upon the provisions in the collective bargaining agreement.

Any essential employee who is required to work their regular shift but does not report to work during the closure of County offices and facilities shall be required to use benefit time to cover the time off during the closure, and the employee shall not receive the compensation benefits of this provision.

(d) Not Required to Work

Bargaining unit members who are not required to work during the closure of County offices and facilities, shall receive their hourly compensation for their normally scheduled hours during the closure. Prescheduled overtime hours, that are not worked due to the closure of County offices and facilities will not be compensated.

(e) Early Dismissal

In the event of an early closing of County offices and facilities, an employee who is working as scheduled and is sent home due to the closure, will be compensated for their normally scheduled workday, i.e., seven (7) or eight (8) hours, as if they had worked the entire shift. Break or meal periods shall be at the discretion of the supervisor.

An employee is not eligible to exercise the Inclement Weather “make up time” in order to receive compensation beyond one’s normally scheduled workday, i.e., seven (7) or eight (8) hours. In no event shall a thirty-five-hour or a forty-hour per week employee be paid for more than seven (7) hours or eight (8) hours in the workday, unless required to work overtime by the Department Head.

All employees who are required to continue working during the closure shall be compensated in accordance with Section c above.

(f) Delayed Opening

In the event of a delayed opening of County offices and facilities, an employee who is scheduled to work must report to work at the time of the scheduled opening of County offices and facilities. Employees shall be compensated for their regularly scheduled workday, i.e., 7 or 8 hours.

Employees are not permitted to take their lunch break and then come to work. Any employee that does not report to work at the scheduled opening time shall be required to use benefit time from the time County offices and facilities opened until they arrive at work. Break or meal periods shall be at the discretion of the supervisor.

An employee is not eligible to exercise the Inclement Weather "make up time" in order to receive compensation beyond one's normally scheduled workday, i.e., seven (7) or eight (8) hours. In no event shall a thirty-five-hour or a forty-hour per week employee be paid for more than seven (7) hours or eight (8) hours in the workday unless required to work overtime by the Department Head.

All employees who are required to report to work during the closure shall be compensated in accordance with (c) above.

(g) Scheduled Time Off, Off Payroll or on Leave

Bargaining unit members using pre-scheduled benefit time (vacation, sick, personal, compensatory, New York State COVID-19 leave, etc.) during the closure of County offices and facilities shall be charged benefit time, notwithstanding the fact that County offices were closed on any of those dates.

Bargaining unit members "off the payroll" or on any unpaid leave shall not receive compensation during the closure of County offices and facilities.

Bargaining unit members on Workers' Compensation Leave, disability, or FMLA leave shall receive payment pursuant to New York State or Federal law as appropriate but shall not receive their normal compensation during the closure of County offices and facilities unless using benefit time.

(h) Not Applicable to Overtime Hours

Bargaining unit members will only receive any of the above benefits for normally scheduled shifts and is not applicable to any hours worked outside your normally scheduled shift. Overtime will be calculated based upon the provisions in the collective bargaining agreement.

ARTICLE V

WORKDAY AND WORK WEEK

SECTION 1. BASIC WORKDAY AND WORK WEEK

- (a) Full time Employees.** The basic work week for office personnel is thirty five (35) hours per week, seven (7) hours per day, Monday through Friday. The basic work week for all other Employees is forty (40) hours per week, eight (8) hours per day, Monday through Friday, except for those titles to be outlined and added in Appendix ____.
- (b) Part time Employees.** The basic work week for part time Employees is one half the basic work week for full time Employees.
- (c) Split Shift.** No Employee will regularly be required to work a split shift.
- (d) Non-Continuous Overtime.** A Unit Head may direct an Employee to work in excess of 35 hours per week on a non-continuous basis provided the Employee is advised of the additional hours at least 12 hours in advance and given a specific time and date to report. Any hours worked between 35 and 40 hours shall be compensated on a straight time basis. Hours worked beyond 40 hours shall be compensated at time and one-half rates. These additional hours worked are not subject to compensation pursuant to Article IV, Section "4" Emergency Call-back Pay.

SECTION 2. OFFICE HOURS

Excluding legal holidays, all offices shall be open for the transaction of business from 9:00 a.m. to 5:00 p.m., Monday through Friday.

SECTION 3. WORKING HOURS

In those Units where it is necessary to conduct certain functions or operations on a 24-hour basis daily or on other than a first-shift basis, the working days and hours of an Employee may be established by the County Executive. Should the County Executive determine in the future that it is necessary to operate a Unit on a 24-hour basis daily or on other than a first-shift basis, the impact of such determination on the affected Employees and their terms and conditions of employment shall be negotiated between the County and the Union.

SECTION 4. RECORD OF ATTENDANCE

Daily time records, in form determined by the County, showing actual time worked, as well as all types of leave and benefit time earned by each Employee, will be maintained by the County.

SECTION 5. FLEX TIME

- (a) A full-time Employee may submit a written flex time proposal on his behalf to the Unit Head. If the Unit Head and the Employee agree to a flex time proposal, it will be channeled through the Dept. of Human Resources to the Labor Management Committee for its review and recommendations prior to implementation.
- (b) If the Unit Head denies the proposal, he shall submit the proposal and his response to the Labor Management Committee. The Labor Management Committee will review the proposal and make recommendations to the Unit Head. Upon its request, the Unit Head will submit the basis for his determination and/or the Employee will submit additional information to the Labor Management Committee to assist it in its review. All recommendations shall be advisory and non-grievable and not otherwise subject to administrative or judicial challenge. Recommendations must be supported by a majority of the full membership of the Committee.
- (c) Flex time requests shall not be unreasonably denied.

SECTION 6. ALTERNATE WORK WEEK PROGRAM

Due to the demonstrated need of titles in the Probation Officer series in the Department of Probation and Community Corrections to work outside the normal office hours set forth in Section "2" above, the County and the Union agree to develop an alternate work week program in accordance with a separate stipulation between the parties. Only the titles in the Probation Officer series shall be included in the program. The County shall have the right to discontinue the program with 30 days' notice. Should other departments develop a need to work outside the normal work week, on a consistent basis, they may submit their requests in writing to the Labor Management Committee.

ARTICLE VI

OVERTIME

SECTION 1. STRAIGHT TIME, COMPENSATORY TIME, AND TIME AND ONE-HALF

- (a) Office Employees. Except as otherwise provided in this Article, office personnel shall be compensated at straight time rates or receive straight time compensatory time for hours worked between 35 and 40 hours per week. The decision to pay Employees or award compensatory time shall be at the discretion of the Unit Head, taking into consideration the Employee's needs.
- (b) Office personnel who work over 40 hours per week shall be compensated at the time and one-half rate or receive time and one-half compensatory time. The decision to pay Employees or award compensatory time shall be at the discretion of the Unit Head, taking into consideration the Employee's needs.
- (c) Other Employees. Except as otherwise provided in this Article, overtime for all other Employees is defined as all hours worked in excess of 40 hours per week. Overtime shall be compensated at the time and one-half rate and shall be granted in pay or time off, in the discretion of the Unit Head, taking into consideration the Employee's needs.
- (d) Compensatory time, whether earned at overtime or straight time rates, shall, after appropriate conversion, be credited at a single straight time rate. For example, when 6 hours of compensatory time is earned at the overtime rate, it shall be credited as 9 hours at the straight time rate.
- (e) If compensatory time is granted, it shall be taken within 6 months of the date earned or it shall be paid to the Employee in the first payroll period of the seventh month.
- (f) No Employee shall be compensated for overtime unless he was first properly directed to work such overtime by the Unit Head.
- (g) Upon the death or separation of an Employee, the Employee's estate or the Employee shall be paid for all unused accumulated compensatory time.

SECTION 2. EXCLUDED TITLES

- (a) The County and the Union agree to review titles to be excluded from the overtime provisions of the Fair Labor Standards Act. Titles mutually agreed upon are set forth in Appendix "A", which is annexed to and made a part of this Agreement, and which may be modified upon mutual consent. Titles on which the parties cannot agree shall be sent to the United States Department of Labor for a determination, which determination shall be binding. New titles allocated to the same or a higher salary grade as a result of the reclassification or reallocation of current excluded titles shall remain excluded from the overtime provisions of the Fair Labor Standards Act. Appendix "A" shall be amended accordingly.
- (b) Any titles which are excluded from the overtime provisions of the Fair Labor Standards Act shall be paid at straight time rates or receive straight time compensatory time, in the discretion of the Unit Head, taking into consideration the Employee's needs, for all hours worked beyond 35 hours per week. If straight time compensatory time is awarded, it will be treated as provided in Section 1 above.

SECTION 3. HOURLY RATE COMPUTATION

The hourly rate for salaried Employees shall be computed by dividing the Employee's annual salary by the number of work hours in the year.

SECTION 4. HOLIDAY WORK

- (a) An Employee who is required to work on a holiday shall be paid at the rate of time and one half the hours worked. At the discretion of the Unit Head, taking into consideration the Employee's needs, an Employee may either be paid his normal day's pay for the holiday or receive another day off, which will be known as an alternate holiday.
- (b) If the alternate holiday is granted and an Employee is subsequently required to work on his alternate holiday, he shall be:
 - i. Paid on a straight time basis, unless the alternate holiday hours combined with his regular worked hours for that week exceed 40 hours. All time over 40 hours shall be compensated at the time and one-half rate.
 - ii. Paid according to the provisions under Emergency Call Back if he is required to work with less than 12 hours notice.
 - iii. Allowed to cancel his scheduled alternate holiday and take it at a later date.
- (c) The alternate holiday shall be taken by the end of the calendar year in which it is granted, or it shall be paid at year end within the normal payroll process.

SECTION 5. IN LIEU DAY

Should a holiday fall on an Employee's normal day off, he shall be granted some other day off with pay in lieu of the holiday. For compensation purposes, the in lieu day shall be considered the legal holiday. The in lieu day shall be taken by the end of the calendar year in which it is granted, or it shall be paid at year end within the normal payroll process.

SECTION 6. WORK WEEK COMPUTATION

For the purpose of determining whether an Employee is entitled to overtime pay, an un-worked holiday, approved paid leave, or unworked compensatory time in an Employee's normal work week shall be considered as time worked.

SECTION 7. OVERTIME PAY RATE

Overtime shall be paid at the rate for the shift on which the Employee actually works the overtime.

SECTION 8. DISTRIBUTION OF OVERTIME

Overtime shall be rotated on an equitable basis among all qualified Employees within each Unit consistent with the most efficient operation of the Unit.

SECTION 9. CHANGE OF WORK HOURS

The County will not arbitrarily change the working hours of any Employee for the purpose of evading the overtime provisions of this Agreement.

ARTICLE VII
HOLIDAYS, VACATIONS, LEAVES

SECTION 1. HOLIDAYS

- | | | |
|------------------------|-----------------------------|------------------|
| (a) New Year's Day | Juneteenth (beginning 2023) | Election Day |
| Martin Luther King Day | Independence Day | Veteran's Day |
| Lincoln's Birthday | Labor Day | Thanksgiving Day |
| Washington's Birthday | Columbus Day | Christmas Day |
| Memorial Day | | |
- (b) When a holiday falls on a Sunday, Employees will be entitled to the Monday immediately following for such observance. When a holiday falls on a Saturday, Employees will be entitled to the preceding Friday for such observance.
- (c) If additional days become official holidays with closed county office hours, these additional days will be deemed holidays under this benefit.
- (d) Holiday observance at the Dutchess Community College shall be in accordance with this Article, except that holidays shall be scheduled by the College to coincide with the academic schedule in the same calendar year they actually occur unless otherwise agreed.
- (e) For those job classifications required to work on a seven (7) day schedule, Employees will observe all holidays on the actual date of the holiday.

SECTION 2. VACATIONS

- (a) For 2021 and 2022, all Employees shall earn quarterly paid vacation on their adjusted benefit date based upon completion of each quarter year of continuous employment as noted below.

Days Earned Per Quarter of Continuous Employment				
During	First Qtr.	Second Qtr.	Third Qtr.	Fourth Qtr.
1 st year	0	3	3	4
2 nd – 5 th	2	3	2	3
6 th – 11 th	3	4	4	4
12 th – 15 th	4	5	4	5
16 th – 20 th	5	5	5	5
21 years & over	6	6	6	7

- (b) Effective the first full pay period in October 2022, all Employees, with the exception of those working at Dutchess Community College will be awarded vacation on a per payroll basis up to full time hours (i.e. excludes overtime or unpaid time and includes eligible paid time off). Prior to switching to payroll accrual system employees will be prorated so they receive the same number of vacation days that they would have received had this change not occurred.

The amount of accrual is based on the duration of continuous employment, in accordance with the chart below.

Duration of Continuous Employment	Vacation Hours Earned per Regular Hour Paid
Up to 5 years	0.0385 hours
6 – 11 years	0.0577 hours
12 – 15 years	0.0693 hours
16 – 20 years	0.0770 hours
21 years & over	0.0962 hours

- (c) Employees at Dutchess Community College shall retain the current quarterly procedures as outlined in section (a) above until Dutchess Community College's software/computer system can be updated to a per payroll earning system, at which time it will be changed to reflect the changes in section (b) above.
- (d) Unit Heads, in their discretion, will schedule vacation time taking into consideration the following factors:
 - i. Request of the Employee;
 - ii. Needs of the Unit and
 - iii. Seniority.
- (e) An Employee may utilize vacation credits in minimum units of one-half (1/2) hour. Employees shall be allowed to accrue vacation credits up to an amount not to exceed forty-five (45) days; accruals exceeding that limit shall be forfeited.
- (f) Employees shall retain any earned vacation benefits if they transfer between Units within the County.
- (g) Upon death, retirement, or separation from the County in good standing, Employees will be paid the monetary value of accumulated unused vacation time in an amount not to exceed the maximum as specified in subdivision (e) above. If an Employee dies while employed by the County or retires from service on other than his adjusted benefit date, the County shall pay the prorated monetary value of vacation time from his previous adjusted benefit date to the date of death or retirement in addition to the monetary value of his accumulated unused vacation time up to the earned maximum as specified in subdivision (e) above.

SECTION 3. SICK LEAVE

Accumulated sick leave shall be used only for an Employee's personal illness, or an illness in his immediate family requiring him to be with his immediate family. For the purpose of this Section, immediate family means an Employee's husband, wife, children, mother or father.

- (a) For an Employee hired prior to April 1, 2018, sick leave will be accrued at the rate of one (1) day for each month of continuous employment with unlimited accumulation.
- (b) For an Employee hired on or after April 1, 2018, sick leave will be accrued at the rate of ten (10) days per year of continuous employment with unlimited accumulation. Accruals will be awarded as a full day per month for ten (10) of the twelve (12) months in a service year. Any employee earning twelve (12) sick days per year who returns to County service after at least a one (1) year break in service will receive the ten (10) days of sick leave accrual outlined in this section. (Leaves pursuant to Civil Service Law Section 71 or Section 72 or time on a preferred eligible list (PEL) will not be deemed a break in service for this provision.)

- (c) Effective the first full pay period in October 2022, all Employees, with the exception of those working at Dutchess Community College, shall earn sick leave at a rate based on their current hire date as noted below. Regular Hours include hours worked up to full time hours (i.e. excludes overtime or unpaid time and includes eligible paid time off).

Hire Date	Sick Hours Earned per Regular Hour Paid
Prior to 4/1/2018	0.0462 hours
4/1/2018 or Later	0.0385 hours

- (d) Employees at Dutchess Community College shall retain the current procedures as outlined in section (a) and (b) above until Dutchess Community College's software/computer system can be updated to a per payroll earning system, at which time it will be changed to reflect the changes in section (c) above.
- (e) Sick leave may be taken in minimum units of one-half (½) hour. The Unit Head may, in his discretion, require confirmation of the use of sick leave and its purpose from the Employee.
- (f) Employees are responsible for reporting and justifying their use of sick leave. Advance notification of sick leave shall be given whenever possible. Notification of use of sick leave must be given no later than 1 hour after the Employee's normal time for reporting to work. In the event that the absence of an Employee would necessitate that a substitute be called in, the Unit Head may require earlier notification. However, in no case will an Employee be required to report sick leave more than two hours prior to the start of his work day. Sick leave will not be paid if the Employee fails to provide notice as set forth above.
- (g) Before absence for personal illness or disability in excess of two continuous days may be charged against accumulated sick leave credits, a Unit Head may require proof of illness or disability. A Unit Head may also require that an Employee be examined at County expense by a physician designated by the County. However, where an illness is of a "very personal nature", the County will accept and pay for an examination by the Employee's personal physician.
- (h) If an Employee has used six (6) days of sick leave during the course of a twelve (12) month period, a Unit Head may require the aforementioned proof or examination before any subsequent absence may be charged against accumulated sick leave credits. Such proof of illness shall be required for a six (6) month period from the last used sick day, if the Unit Head provides written notice that the Employee has exceeded the above limitation.
- (i) A Unit Head may require that an Employee who has been absent because of personal illness or disability be examined by a County designated physician prior to his return to work. Said examination shall be scheduled and performed within ten (10) working days after the Unit Head receives, in writing, notice from the Employee's physician that he is capable of returning to work and performing his normal duties without jeopardizing his own health and safety or that of his fellow Employees. In the event the examination does not occur within ten (10) working days, the Employee will be placed back on the payroll, and, in the discretion of the County, be required to return to work. This examination will be paid for by the County and is intended to establish that the Employee is not disabled and can perform his normal duties and that his return to work will not jeopardize his own health and safety or that of his fellow Employees.

- (j) When an Employee changes Units within the County service, his accumulated sick leave credits shall be transferred with him.
- (k) If an Employee's service with the County is terminated for any reason, compensation will not be given for unused accumulated sick leave credits. If an Employee resigns and then returns to County service in a permanent position within one (1) year of his resignation, any sick leave credits cancelled at the time of resignation will be reinstated.

SECTION 4. PERSONAL LEAVE

The purpose of personal leave is to permit Employees to attend to personal affairs that cannot be accommodated during non-working hours. Each Employee shall be entitled to four (4) personal leave days during each year.

- (a) Personal leave may be taken in minimum units of one-half (1/2) hour.
- (b) Prior approval of personal leave must be obtained from the Unit Head. Approval or denial of personal leave shall be based upon the needs of the Unit for the services of the Employee. The nature of the Employee's personal business shall not be a factor.
- (c) For presently serving Employees, four days personal leave shall be earned each January 1st. For new or reinstated Employees, personal leave days shall be earned on the date of employment on a prorated basis from the date of employment through December 31st of that year.
- (d) Unused personal leave hours shall be added to the accumulated sick leave of each Employee at the end of each year.
- (e) When an Employee moves between Units within the County service, his accumulated personal leave credits shall be transferred with him.

SECTION 5. LEAVE FOR CIVIL SERVICE EXAMINATION: INTERVIEWS

Upon the request of an Employee, a Unit Head shall grant leave with pay for the purpose of taking a civil service examination, provided that the examination is for employment with the County and also cannot be scheduled during non-working hours. This Section shall apply to written, oral and performance tests, physical examinations and reviews. Employees called for an interview for possible inter-departmental transfer within the County service or an exit interview prior to leaving County service will be allowed time off with pay for such purpose.

SECTION 6. LEAVE FOR COURT AND JURY ATTENDANCE

When an Employee is officially summoned to be present at the courthouse for jury duty or is under subpoena to appear in court or before an administrative tribunal on a matter related to his job duties, he shall be granted leave with pay for such purposes. In the case of jury duty, the amount of pay shall be the difference between his daily rate of pay and the amount allowed by the court for jury duty.

SECTION 7. MILITARY AND OTHER LEAVES REQUIRED BY LAW

A Unit Head shall grant any leave of absence, with or without pay, as is now or may be required by specific statutory authority, such as the Military Law. Additionally, Employees who are also members of the Armed Forces Reserves or National Guard and who are called to Active-Duty Military Service

shall be entitled to the benefits conferred upon them in the Dutchess County Resolution No. 2016221, as may be amended.

SECTION 8. WORKERS' COMPENSATION LEAVE

An Employee who is absent from work because of occupational injury or disease, which results in an award of workers' compensation, shall be entitled to leave with full pay for the waiting period, which is not compensated by the Workers' Compensation Board. If the determination of the Workers' Compensation Board is that the injury or sickness did not arise during the course of employment, then the waiting period leave shall be charged against accumulated leave or, if no accumulated leave exists, shall be paid back to the County by the Employee. A determination by the Workers' Compensation Board as to whether or not an injury or sickness arose in the course of employment shall be final and conclusive as to the County and the Employee, subject to the right of judicial review. Before allowing any such leave with pay, a Unit Head may require proof of the nature of the occupational injury or disease and proof of the Employee's inability to return to work during this initial period. In addition, a Unit Head may require a physical examination, paid for by the County, as a condition precedent to the Employee's return to work. Should the examination not occur within ten (10) working days, the Employee will be placed back on the payroll, and, in the discretion of the County, be required to return to work. The purpose of the examination is to establish that the Employee is able to perform his own normal duties and that his return to work will not jeopardize his own health and safety or that of his fellow Employees. An Employee on workers' compensation leave as approved by the Workers' Compensation Board shall not be deemed off the payroll for the purpose of the definition of the terms adjusted benefit, increment or longevity dates as set forth in Article I hereof.

SECTION 9. LEAVES OF ABSENCE WITHOUT PAY

The County Executive may, upon recommendation of a Unit Head, authorize a leave of absence, without pay, for a specified period of time not to exceed one (1) year. All such leaves may, with the concurrence of the County, be terminated prior to their expiration.

SECTION 10. EMERGENCY FIRE/DISASTER LEAVE

Leave with pay shall be provided to duly appointed volunteer firefighters or members of volunteer ambulance rescue squads who must leave their jobs for an emergency, at the request of the commanding officer of the unit, or who are late for work because of involvement in a fire or rescue operation.

SECTION 11. BEREAVEMENT LEAVE

An Employee shall be granted five (5) consecutive working days off with pay at the time of death of an Employee's spouse, parent, or child. An Employee shall be granted three (3) consecutive working days off with pay at the time of death of an Employee's grandchild, grandparent, brother, sister, mother-in-law, father-in-law, legal guardian, step-parent, step-child, step-brother or step-sister. An Employee shall be granted one (1) working day off with pay at the time of death of an Employee's brother-in-law, sister-in-law, son-in-law or daughter-in-law. . However, one (1) day of the leave may be reserved, up to thirty (30) days after the date of death, to attend services/funeral.

ARTICLE VIII
HEALTH INSURANCE; DENTAL; OPTICAL; RETIREMENT
AND DISABILITY INSURANCE PLANS

SECTION 1. HEALTH INSURANCE FOR CURRENT EMPLOYEES

- (a) The County shall provide and administer group health insurance plan coverage for the benefit of the bargaining unit Employees, their Spouses and eligible Dependents. The County currently offers two coverage options:
- i. a PPO (Preferred Provider Organization): The Empire Plan, New York State Health Insurance Program (NYSHIP)
 - ii. an HMO (Health Maintenance Organization): MVP Health Plan Inc.
- (b) The County shall contribute the following amounts towards the premium cost of the applicable health insurance plan set forth in subdivisions (a) above:
- i. For Employees with an adjusted benefit date prior to July 1, 1979 – 95% towards the premium cost of the applicable plan.
 - ii. For Employees with an adjusted benefit date on or after July 1, 1979 but before January 1, 2007 - 85% of the premium cost of the applicable plan.
 - iii. For Employees with an adjusted benefit date on or after January 1, 2007, – 80% of the premium cost of the applicable plan for the first ten (10) full years of employment. Commencing on the Employees' eleventh (11th) year of employment, the County shall contribute at the same rate as for those Employees referenced in (ii) above.
 - iv. Effective January 1, 2007, an Employee's health insurance contribution rate shall not be increased as a result of a change in his or her adjusted benefit date provided that Employee has remained continuously employed (no separation from employment followed by subsequent re-employment) by the County.
 - v. Employees shall contribute the balance in 24 equal payroll deductions to be taken in the first two paychecks actually paid (issued) in any calendar month.
- (c) The County reserves the right to review health insurance for double coverage due to other family members being employed. An Employee who is eligible for health insurance coverage through the County and another public or private employer must elect coverage under only one of those plans. The Employee may have individual coverage for himself or family coverage for himself and some or all of his family under either plan, but the Employee may not have coverage for himself or any family member under both plans. Employees must fully cooperate with the County in implementing this provision.
- (d) All Employees appointed to permanent budgeted positions working at least seventeen and one-half (17 ½) hours per week with an expected term of employment of at least six (6) months, shall be eligible for health insurance coverage. An application must be submitted within thirty (30) days of their date of hire. The effective date of coverage will be the first of the second complete month following their date of hire (i.e. an employee hired between October 2 and October 31 would be effective December 1).
- (e) The County and the Union shall establish a Health Insurance Advisory Committee for the purpose of seeking effective and significant cost containment measures to control the rising cost of health insurance coverage. Such measures may include, but are not limited to, changing deductible and co-

insurance requirements, changing health insurance carriers, seeking a health insurance administrator, and deleting or changing portions of health insurance plans. The Committee shall meet quarterly or as deemed necessary by members of the advisory committee and may bring in additional parties to assist in their review.

- (f) The County may, as hereinafter provided, upon sixty (60) days written notice to the Union of its intention to do so, self-insure, in whole or in part, any or all of the above referenced health insurance plans or thereafter, change to a health insurance carrier, or change health insurance carriers provided the benefits including the deductibles and co-pays remain substantially equivalent.

SECTION 2. HEALTH INSURANCE FOR RETIRED EMPLOYEES AND SURVIVING SPOUSES

- (a) Employees who retire from the County; are receiving retirement benefits from the New York State Retirement System and have the County retirement service credit years with County government shall have the option to elect contributory health insurance coverage from the County based on the following schedule:

County Service Credit Years	County Share of Coverage	
	Individual	Dependent
10 - 14 Years	50%	35%
15 - 19 years	60%	45%
20 - 24 years	70%	55%
25 years or more	80%	65%

- (b) Surviving spouses receiving health insurance coverage through a retired Employee as described above shall have the option to continue either individual or dependent health insurance coverage with the County on a contributory basis. The County will pay 50% towards the cost of individual coverage. The surviving spouse shall pay the balance of the individual coverage premium cost. In the event the surviving spouse elects dependent coverage, the surviving spouse shall be responsible for the total cost of dependent coverage.

SECTION 3. DENTAL PLAN

- (a) The County shall provide a non-contributory dental plan to the bargaining unit Employees and their families known as the Dutchess County Government Guardian Dental Plan. Prior to January 1, 2012 the County had provided a comparable dental plan through CSEA Employee Benefit Fund known as the Dutchess Dental Plan.
- (b) All Employees appointed to permanent positions working seventeen and one-half (17 ½) hours or more shall be eligible for dental plan coverage the first of the third complete month following their date of hire, provided the term of their employment is for six (6) months or more (i.e. an employee hired between October 2 and October 31 would be effective January 1).
- (c) The County reserves the right to review dental insurance for double coverage due to other family members being employed by the State of New York, or a municipality, school district, agency, public benefit corporation, or another political subdivision thereof and shall seek mutual acceptance with the Union for the purpose of reducing the cost of such double coverage.

SECTION 4. OPTICAL PLAN

- (a) The County shall continue to provide a non-contributory optical plan for all full-time employees and their families substantially equal to the plan presently known as "CSEA Employee Benefit Fund Dutchess Plan." The County is not obligated to purchase the plan from the CSEA Benefit Fund.
- (b) The County reserves the right to review optical insurance for double coverage due to other family members being employed by the State of New York, or a municipality, school district, agency, public benefit corporation, or another political subdivision thereof and shall seek mutual acceptance with the Union for the purpose of reducing the cost of such double coverage.
- (c) All full-time Employees appointed to permanent positions shall be eligible for optical coverage the first of the third complete month following their date of hire, provided the term of their employment is for 6 months or more (i.e. an employee hired between October 2 and October 31 would be effective January 1).
- (d) The County agrees to allow CSEA Employee Benefit Fund to offer Optical Insurance to Employees who retire under this contract. The County will not contribute toward premium nor bear any responsibility for the administration of this benefit. In the event the County transitions carriers/plans the County is not obligated to continue the benefit option for retirees.

SECTION 5. RETIREMENT PLANS

The County shall continue to participate in the retirement plan provided in Sections 75-g and 41(j) of the New York State Retirement and Social Security Law, as in effect in 1973. In addition, the County shall continue to participate in a retirement plan provided in Section 60(b) of the New York State and Social Security Law. The County will offer a retirement plan pursuant to Section 75(i) of the New York State Retirement and Social Security Law, as the same was in effect in 1990.

SECTION 6. DISABILITY INSURANCE

- (a) The County shall continue to provide disability insurance through a private provider and not pursuant to the New York State Workers' Compensation Law, for all Employees on the payroll and appointed to permanent positions with a work commitment of 6 months or more. The disability insurance plan shall provide substantially those benefits as set forth in Appendix "E."
- (b) Eligible Employees shall be enrolled in the disability insurance plan after 1 calendar month has elapsed from the close of the calendar month in which they were hired and thereafter shall immediately be eligible for benefits.
- (c) Employees may not draw disability insurance benefits for any period or disability for which they were eligible for workers' compensation benefits.
- (d) Employees may use benefit time to supplement their disability payments either for any applicable waiting period or to bring payments to 100% of base salary.
- (e) Benefit time used for a period covered by the disability insurance plan shall be proportionately credited to the Employee when and if the County is reimbursed for the disability payment. Benefit time shall be credited to the Employee in the same sequence and category (sick, personal, and the like) as the time taken. It shall be credited in the same proportion the dollar disability reimbursement to the County bears to the dollar benefit time payment made to the Employee. Accordingly, if the disability reimbursement to the County is less than 100% of the benefit time payment to the

Employee, then the time credited to the Employee shall be proportionately less than 100% of the benefit time taken.

- (f) Employees who are receiving disability insurance payment under this section shall continue to be eligible for County health insurance at the same contributory ratio during the period of disability (a maximum of twenty-six (26) weeks), regardless of FMLA status.

SECTION 7. HEALTH INSURANCE BUY-OUT

- (a) An Employee enrolled in a County health insurance plan for the twenty-four (24) months immediately prior to submission of his buy-out application shall be eligible for a health insurance buy-out for the plan category (individual or family coverage) in which he was actually enrolled for those prior twenty-four (24) months as hereinafter set forth. Thereafter an Employee may continue to apply for the buyout if that Employee would otherwise be eligible for health insurance.
- (b) In the event that the employee has not been enrolled in a family plan for 24 months but has been continuously receiving health care insurance benefits for the prior 24 month period (either in an individual plan or in a combination of the time in an individual plan and family plan for 24 months continuously) then the buyout will be awarded at the individual rate.
- (c) An Employee, who meets the criteria above, may exercise the health insurance buyout by submitting an application to the County, any time during the year they elect to terminate County coverage but no later than the open enrollment period designated by the County, within that same calendar year that he/she terminated coverage along with proof of alternative non-County health insurance coverage. The application shall be as prescribed by the County and made available by Risk Management. No award shall be made in the year in which application is made (i.e., coverage is dropped in June of 2016, the buyout will be applicable in the calendar year 2017).
- (d) Once an Employee has exercised the buyout, it shall remain effective for a designated calendar year unless rescinded as set forth below.
- (e) Each Employee who exercises the health insurance buyout shall be paid \$1,250.00 for an individual plan, and \$2,500.00 for a family plan for the health insurance plans available pursuant to this Agreement.
- (f) Payment shall be made between December 1st and December 15th of the following year for applications made in the current year. If an Employee leaves County employment before December 15th, he shall receive a buyout payment prorated on a monthly basis for the appropriate period.
- (g) An Employee who has elected the health insurance buyout may rescind that election by presenting written proof of loss of health insurance coverage to the County. The Employee shall be eligible to apply for enrollment in an appropriate health insurance plan subject to the prescribed waiting period and the applicable health insurance contribution rate for that Employee. The Employee shall not be eligible for any buyout payment for that year.
- (h) Employees who elect this buyout and subsequently retire, shall have their buyout payments prorated on a monthly basis for the current year. Retirees are not eligible for the buyout. As is present practice, an Employee must have been enrolled in a County health insurance plan on the date of retirement to be eligible for Retiree Health Insurance-Article VIII, Section 2.

SECTION 8. NEW YORK STATE PAID FAMILY LEAVE

The County shall provide Paid Family Leave (PFL) pursuant to Article 9 of the Workers' Compensation Law and any amendments which may be enacted to said law and it shall be effective after the County's compliance with the statutory and insurance carrier notice requirements. The County shall cover the employees' contribution up to a maximum of \$85.00 per year.

SECTION 9. PARENTAL LEAVE

- (a) Permanent full-time employees who are eligible for Paid Family Leave will also be eligible for paid Parental Leave upon the birth or adoption of a child after having served at least one year in any full-time position. This benefit is intended to assist employees with bonding with a newly born or adopted child. Full time employees are eligible for Parental Leave immediately after a child's birth, or immediately after the placement of a child for adoption in a full-time employee's home.
- (b) Employees are entitled to up to eight (8) weeks of parental leave upon the birth or adoption of a child. The eight (8) weeks need not be taken consecutively or immediately, but the use of paid Parental Leave expires after twelve (12) weeks from the birth or adoption of the child.
- (c) This benefit is a supplement to Paid Family Leave and will provide a balance payment between the Paid Family Leave covered salary and the employee's full salary.
- (d) Employees will use available Family Medical Leave Act (FMLA) time concurrently with this benefit.

ARTICLE IX

TENURE

SECTION 1. RIGHTS OF NON-COMPETITIVE AND LABOR CLASSES

- (a) Permanent Employees in the non-competitive and labor classes shall be granted rights pursuant to Section 75 of the Civil Service Law upon completion of twelve (12) months continuous and satisfactory service.
- (b) Any Employee, whether in the competitive, non-competitive or labor classes, who has obtained Section 75 rights by statute or this contract, against whom removal or other disciplinary action is proposed shall, on service of charges and disciplinary proposals upon him by the County, either (i) answer and demand a hearing; or (ii) accept the removal or other disciplinary proposals contained in the charges.

An Employee who does not answer and demand a hearing within ten (10) days of service of charges and disciplinary proposals upon him and his Union, shall be deemed to have waived any right to a hearing and deemed to have accepted the removal or other disciplinary proposals sought in the charges. Service upon the Union shall be to the President at the unit CSEA office. The Union shall advise the County of any change in its address.

If service is not made on the Union, the preceding waiver shall not apply.

SECTION 2. LAYOFFS

In the event of a layoff, non-competitive and labor class Employees shall be laid off by seniority based on first permanent appointment in the classified service with the County, followed by continuous service

in the classified service with the County on a permanent basis up to the time of abolition or reduction of the non-competitive or labor class positions. Such Employees may retreat up to a maximum of the two positions they most recently held on a permanent basis in the non-competitive or labor classes if the present incumbents of those positions have less seniority. Such Employees shall be recalled in order of seniority for a period of 2 years from the date of the layoff to a position in the non-competitive or labor classes which they previously held on a permanent basis. For purposes of this Section, the layoff unit will be defined in Article "1" as "Unit" and all titles will be defined in Appendix "A".

ARTICLE X

MISCELLANEOUS

SECTION 1. MERIT AWARD PROGRAM

The County agrees to maintain a merit award program as authorized by Section 88-a of the General Municipal Law. Under the program, all Employees shall have the opportunity to offer suggestions relative to the improvement of County services and working conditions.

SECTION 2. TUITION PAYMENTS; TUITION WAIVERS

- (a) The County agrees to reimburse tuition payments at Dutchess Community College, BOCES, local high school evening divisions, public secondary institutions, or at any college or university (if the course is not available at Dutchess Community College), for Employees who have taken and successfully complete job-related courses which will improve the skills of such Employees. Reimbursement shall be subject to approval of a committee composed of the County Executive, plus two (2) members of management appointed by the County Executive and two Employees appointed by the Union. All applications for tuition payment reimbursement shall be submitted on or before dates determined by the committee, which shall meet five (5) times annually to review and act upon such applications. During each contract year, the total of all approved tuition payment reimbursements shall not exceed \$30,000.00.
- (b) The County shall offer a tuition waiver, exclusive of all fees, books, and the like, to any Employee appointed to a permanent position who enrolls in a credit course(s) for credit, on a space-available basis at Dutchess Community College. To be eligible for a tuition waiver, the employee must complete normal registration procedures as determined by Dutchess Community College.

An Employee must adhere to and abide by all academic regulations of the College.

Neither the County nor the College will have any obligation to expand class size beyond the prescribed enrollment maximums or add additional classes to accommodate a tuition waiver Employee. The parties agree that this program will continue as long as State funding for the enrolled participants is received.

SECTION 3. MEAL PAYMENTS

The County shall provide a payment for meals for Employees working over and above a full-time workday in accordance with the following schedule:

- (a) For work performed immediately following an Employee's regular or scheduled full-time workday:
 - i. First complete two (2) hour period - \$5.75. Effective September 21, 2022, this amount shall be increased from \$5.75 to \$10.00.

- ii. The next succeeding complete six (6) hour period - \$3.50. Effective September 21, 2022, this amount shall be increased from \$3.50 to \$8.00.
 - iii. Each succeeding complete four (4) hour period thereafter - \$3.50. Effective September 21, 2022, this amount shall be increased from \$3.50 to \$8.00
- (b) For work performed immediately before an Employee's regular or scheduled full-time workday:
- i. First complete two (2) hour period - \$5.75. Effective upon final execution of the contract by the County Executive this amount shall be increased from \$5.75 to \$10.00.
 - ii. The next preceding complete six (6) hour period - \$3.50. Effective upon final execution of the Contract by the County Executive this amount shall be increased from \$3.50 to \$8.00.
 - iii. Each preceding complete four (4) hour period - \$3.50. Effective upon final execution of the Contract by the County Executive this amount shall be increased from \$3.50 to \$8.00.
- (c) Emergency call-back:
For each complete four (4) hour period up to next workday - \$3.50. Effective September 21, 2022, this amount shall be increased from \$3.50 to \$10.00.
- (d) Prescheduled non-continuous overtime:
For each complete four (4) hour period - \$3.50. Effective September 21, 2022, this amount shall be increased from \$3.50 to \$8.00.
- (e) Present IRS Regulations provide that meal payments made without a receipt are taxable income. If an Employee submits a receipt for meal payments referenced in this Section, the Employee shall be paid the amount shown on the receipt up to the amount otherwise designated in this Section. The balance, if any, between the amount shown by the receipt and the amount provided for in this Section, shall not be reimbursed. Meal payments made without a receipt shall be paid in accordance with (a), (b), (c) and (d) above and will be considered taxable income as provided by IRS Regulations. IRS Regulations are subject to change.

SECTION 4. MILEAGE

Employees required and authorized by their Unit Head to use their personal vehicle on County business shall be reimbursed a mileage allowance payment. The payment shall be at the IRS mileage reimbursement rate, upon submission of a voucher in acceptable form.

SECTION 5. OUT-OF-COUNTY TRAVEL; CONFERENCE ATTENDANCE; REIMBURSEMENT

- (a) Authorization by the Unit Head, subject to approval by the County Executive, of all out-of-county travel or attendance at conferences, in-service training sessions, or other meetings is required. No additional compensation shall be paid to Employees for out-of-county travel or attendance at these conferences, training sessions or meetings, except when an Employee is directed by his Unit Head, subject to approval by the County Executive, to attend a meeting, conference or training session as a part of his job duties, he shall receive compensatory time for travel to and from the conference, meeting, or training site when such travel time is over and above his regular work day. Reimbursement for actual and necessary expenses incurred shall be paid upon the submission of vouchers within thirty (30) days after incurrence of the expense. The County will reimburse the Employee within thirty (30) days of receipt of voucher in acceptable form and will provide a copy of the voucher to the Employee. Allowable expenses include mileage or other travel expenses, food, lodging, tolls, conference and tuition fees. Receipts for all expenses except mileage are required.
- (b) Payment for meals is subject to the following limitations:

Breakfast - if departure is prior to 7:00 AM,

Lunch- if outside of County on County business between 11:00 AM. and 2:00 PM,

Dinner - if arrival at home is after 7:00 PM.

- (c) Payment for meals may be made without a receipt in the following amounts:

Breakfast: \$3.50. Effective September 21, 2022, this amount shall be increased from \$3.50 to \$10.00;

Lunch: \$5.00. Effective September 21, 2022, this amount shall be increased from \$5.00 to \$15.00;

Dinner: \$9.75. Effective September 21, 2022, this amount shall be increased from \$9.75 to \$25.00.

- (d) When an Employee is requested by a Unit Head to attend an in-county function and meals are an integral part of that function, the Employee shall be compensated for meal expenses associated with the function. The Employee shall be notified in advance of approval to attend the function and advised that compensation for meals will be made.
- (e) When an Employee is assigned, as a regular part of his duties, by a Unit Head, to attend a job-related event, either in-County or out-of-County, and meals are an integral part of that event, the Employee shall be compensated for meal expenses associated with the event. The employee shall be notified, in advance, of approval to attend the event and advised that compensation for meals, subject to any restrictions designated by the Unit Head, will be made.
- (f) Present IRS Regulations provide that meal payments made without a receipt are taxable income. If an Employee submits a receipt for the meal payments referenced in this Section, the Employee shall be paid the amount shown on the receipt up to the amount otherwise designated in this Section. The balance, if any, between the amount shown by the receipt and the amount provided for in this Section shall not be reimbursed. Meal payments made without a receipt shall be paid in accordance with (b) and (c) above and will be considered taxable income as provided by IRS Regulations. IRS Regulations are subject to change.

SECTION 6. PROMOTION

In the filling of promotional vacancies, it is the County's policy to consider the Employee's Performance Appraisal and length of service an Employee has given to the County, reserving to itself the right to make such promotional appointments in the County's discretion.

SECTION 7. UNIFORMS, WORK CLOTHES AND TOOL ALLOWANCE

- (a) The County shall continue to provide protective work clothes for those positions presently identified as requiring such clothing. The County reserves the right subject to law to identify in the future other positions, which would warrant protective work clothes.
- (b) The County reserves the right to require any group of Employees to wear a designated uniform. In that case, the County shall provide two sets of uniforms for winter and summer. Employees shall be responsible for every-day cleaning, maintenance, and minor repair of uniforms. The County shall replace worn out uniforms or uniforms damaged beyond repair through no fault of the Employee.
- (c) The County shall pay up to six hundred (\$600.00) dollars per year to each Automotive Mechanic, Construction Equipment Mechanic I, Construction Equipment Mechanic II, Senior Automotive Mechanic, Auto Service Center Supervisor, Equipment Mechanic Supervisor I and Equipment Mechanic Supervisor II and all Transit Mechanics to purchase new, replacement and/or additional tools for use in the course of employment. In addition, if the County purchases, or acquires, vehicles or equipment that require the use of different, or upgraded, tools from the standard tools currently

needed to service the current County vehicles and/or equipment, the County will purchase those tools for use by the appropriate mechanic(s) and the County shall replace these tools as needed.

- (d) Each Airport Maintenance Mechanic II and the Airport Maintenance Supervisor shall provide, at his own expense, an appropriate set of tools, as determined by the Unit Head, for use while employed by the Department of Aviation. These tools shall be available for use during working hours and may be secured on County property upon approval of the Unit Head. Should any Employee provided tool fail during normal use, the County shall replace the tool with one of equal quality, provided the tool is not covered by an outside warranty.
- (e) For all titles designated by Risk Management, excluding employees of the Dutchess Community College, who are required to wear protective footwear, the County will provide up to a collective three hundred dollars (\$300.00) reimbursement per year per employee, for 2022 and 2023, who produce a receipt for the purchase of such footwear. The reimbursement for 2022 will be for eligible footwear, in eligible titles, purchased during any time in 2022.

Prior to 2024, the parties shall establish a Labor Management Committee to determine which employees, excluding employees of the Dutchess Community College, are eligible to purchase footwear, the amount of reimbursement and the procedure for purchasing footwear and reimbursement. The intent is for the procedure to take effect beginning January 1, 2024, and the annual value of the footwear procedure established shall be no less than three hundred dollars (\$300.00).

SECTION 8. DEDUCTIONS

The County will make no deductions from an Employee's wages without prior written notification as to the purpose and amount.

SECTION 9. ALTERNATE CIVIL SERVICE EXAMINATION DATES

The County shall arrange with the New York State Civil Service Commission to make available alternate examination dates in accordance with the policy adopted by the Commission.

SECTION 10. PARKING

- (a) Effective June 1, 2018, the County will reduce an employee's payroll deduction for parking expense up to \$11.50 per payroll (26 payrolls annually). This benefit is eligible to employees who park in City of Poughkeepsie Municipal Parking Lots and authorize payments to be made to the City through a payroll deduction.
- (b) Effective the first full payroll after full ratification and execution by the County Executive, the County will reduce an employee's payroll deduction for parking expense up to twenty dollars (\$20.00) per payroll (twenty-six (26) payrolls annually). This benefit is eligible to employees who park in City of Poughkeepsie Municipal Parking Lot.
- (c) Employees are required to enter into agreement directly with the City of Poughkeepsie to rent/lease parking in City of Poughkeepsie Municipal Lots unless otherwise stipulated. The County will not be responsible for administration, availability/location, liability, or any other role/obligation related to these parking arrangements with the City.
- (d) Employees who are hired and/or separate from the County are responsible for resolving any outstanding obligations with the City of Poughkeepsie.

SECTION 11. WORK LOCATIONS

The County agrees to maintain or cause to be maintained, all County-Operated work locations, including leased work sites, in a safe and sanitary condition.

The County is not responsible for cleaning or providing maintenance to work-from-home locations.

SECTION 12. CURTAILMENT OF SERVICES: CONTRACTING OUT

(a) Curtailment of Services.

In the event the County decides it is necessary to curtail the services of Employees, it will negotiate the impact of such curtailment. The County will abide by the Civil Service Law and other applicable provisions of this Agreement in the layoff of competitive class Employees.

(b) Contracting Out.

The County will not exercise its right to contract work out if the result of contracting out is the layoff or discharge of then existing Employees. However, if the County determines it has a need to contract out services that would cause the layoff of Employees, the County and the Union will discuss such contracting out in order to attempt to resolve the issue mutually, and, if mutually agreed, the County may proceed with such contracting out.

SECTION 13. BENEFITS AND LEAVE FOR EMPLOYEES PAID ON AN HOURLY BASIS

(a) Employees paid on an hourly basis include only the following:

- i. "part time Employees": all Employees regularly working at or less than half the normal work week.
- ii. "hourly Employees": all Employees regularly working more than half of the normal work week, but less than full time.
- iii. "hourly temporary Employees": all Employees appointed to temporary positions.

(b) Subject to Article IV, Section "5" of this Agreement, part time and hourly Employees shall be eligible for annual increments, provided they earned a minimum of 30% of the regular full time salary for the position every pay period of the previous year. Part time and hourly Employees shall be eligible for a longevity, provided they earned a minimum of 30% of the regular full time salary for the position each year prior to the longevity award. The hourly rate shall be computed in accordance with Article VI, Section "3" of this Agreement.

(c) All Employees paid on an hourly basis shall accrue sick days, vacation, personal days and holiday credits on a pro-rata basis. Personal days, holidays and sick leave will become available at the end of each calendar quarter to each Employee who works continuously throughout that quarter. Vacation leave will become available consistent with Article VII, Section "2" of this Agreement. If an Employee paid on an hourly basis converts to a full time annual basis, the County shall (i) credit the Employee with the respective pro-rata vacation time as defined above and (ii) place the Employee on the appropriate vacation schedule. Any holiday balances will be credited to the Employee's sick leave accruals.

(d) Employees paid on an hourly basis are also eligible for other benefit leaves in pro-rata amounts not to exceed their normal work schedule.

(e) Employees with an adjusted benefit date prior to January 1, 1991 who work a minimum of half the regularly scheduled work week shall be eligible for health insurance coverage, provided they contribute towards the premium cost pursuant to Article VIII, Section "1" of this Agreement. These Employees will be eligible for fully paid dental insurance.

- (f) Employees with an adjusted benefit date after January 1, 1991 who work a minimum of half the regularly scheduled work week, but less than a full work week, shall be eligible for health insurance and dental insurance coverages. The County will contribute 50% towards the premium costs of the coverages. The balance will be paid by the part time or hourly Employee electing the coverage(s).

SECTION 14. PAST PRACTICE

The parties agree that the term past practice shall mean a condition of employment existing on or prior to January 1, 1982, but not addressed by the terms of this Agreement, provided to an Employee or a group or class of Employees as a matter of practice by the County. The parties further agree that there shall be no past practices created after January 1, 1982; that if a term or condition of employment is not addressed in this Agreement, it shall not be considered binding on the County.

SECTION 15. CSEA FITNESS PROGRAM

For 2021, the County agrees to pay \$500.00 per contract year to an interest bearing account for the purpose of employee fitness programs. The funds shall be distributed by the Department of Human Resources after receipt, review and approval of written proposals from authorized Union executive committee.

Effective in 2022, after full ratification and execution by the County Executive, the County agrees to pay five thousand dollars (\$5,000.00) per contract year to an interest-bearing account for the purpose of employee fitness programs with a maximum rollover amount of seven thousand five hundred dollars (\$7,500.00) per year. The funds shall be distributed by the Department of Human Resources after receipt, review, and approval of written proposals from the authorized Union executive committee. Unused funds, in excess of seven thousand five hundred dollars (\$7,500.00), at the end of the calendar year will be recouped by the County.

SECTION 16. DEFERRED COMPENSATION

- (a) A plan for Employee participation in a deferred compensation program has been established by the County in accordance with, and subject to all necessary procedures and approvals required by federal and state agencies. The plan shall be administered by the Finance Department according to the rules and regulations prescribed by the State of New York.
- (b) As soon as practicable, the County will offer the Roth 457 IRA option through the NYS Deferred Compensation Plan through payroll deduction.

SECTION 17. NOTICE UPON SEPARATION

Employees with responsibility for treating patients shall be required to serve a notice of twenty (20) working days to the Unit Head prior to separation from service with the County. Failure to give notice will result in an assessment of an amount equal to two (2) weeks salary as liquidated damages. Affected titles are listed in Appendix "A". Arrangements may be made to waive this requirement upon consultation with the Unit Head. New titles allocated to the same or higher salary grade as a result of the reclassification of current titles listed in Appendix A shall continue to be required to serve notice as provided in this Section. Appendix A shall be amended accordingly.

SECTION 18. COUNTY VEHICLES

- (a) Employees shall not be permanently assigned County vehicles. At the discretion of the Unit Head, Employees may be required to either utilize County vehicles or their own personal vehicles during working hours.
- (b) Based on County policy, the Unit Head may temporarily assign County vehicles to specific Employees. Such assignment will not represent an entitlement to any Employee. Unassigned County vehicles shall be left on County premises during non- working hours.
- (c) In the discretion of the Unit Head, Employees who are regularly assigned to be on-call may be temporarily assigned a County vehicle for use during the on-call period.

SECTION 19. DIRECT DEPOSIT

Employees are required to utilize direct deposit.

- (a) The County provides a Paperless Direct Deposit process for all employees. Each Employee must elect Paperless Direct Deposit of their entire net paycheck. Funds will be available in each designated account through ACH on each pay date. If an over or under payment occurs, it will be corrected in the next paycheck.
- (b) Employees will be responsible for any bank charges as a result of insufficient funds or late transfer of funds.
- (c) Changes to a previously elected direct deposit option may be made at any time. The change will be effective within two (2) payroll cycles.

SECTION 20. INTERNAL REVENUE SERVICE SECTION 125 FLEXIBLE SPENDING PLAN

- (a) Medical Plan Premium Conversion: The County will auto-enroll Employees who contribute toward their health insurance coverage to process the contribution on a pre-tax basis. Employees must submit a written request to the Risk Management Department within thirty (30) days of date of hire, a qualifying event or the open enrollment period(s) to opt out of the program to then process contributions as post-tax deductions pursuant to the Internal Revenue Service rules and regulations.
- (b) Medical Expense Reimbursement Plan: The County will offer a flexible spending plan to Employees. The flexible spending plan may be used to offset qualifying non-reimbursed medical expenses by allowing Employees to defer or convert a portion of their earnings on a pre-tax basis into separate spending accounts to fund allowable medical expenses.
- (c) Dependent Care Spending Account Plan: The County will offer a flexible spending plan to Employees. The flexible spending plan may be used to offset qualified expenses for elder care, handicapped care and dependent care expenses by allowing Employees to defer or convert a portion of their earnings on a pre-tax basis into separate spending accounts to fund allowable expenses.
- (d) Continuation or modification of the Flex 125 Plan is subject to change depending upon Internal Revenue Service rules and regulations.

SECTION 21. ONE HOUR REPORTING TIME STANDARD

- (a) Pursuant to Section 139 of the New York State Highway Law, the County has a non-delegable duty to maintain its highway system in a safe and passable condition. It is essential to the efficient

performance of this duty that any employee who participates in the performance of snow and ice control operations report to their assigned work site, especially during inclement weather (snow and ice conditions) within one (1) hour from notice to do so. To report to work means an employee arrives at the site prepared to work and so notifies his supervisor within the designated time frame. Except under emergency or extenuating circumstances, the above-mentioned one (1) hour reporting requirement shall apply only during the snow and ice control season.

- (b) All Employees of the Department of Emergency Response shall report to their work site within one (1) hour from notice to do so. To report to work means an employee arrives at the site prepared to work within the designated time frame.

SECTION 22. DEFENSIVE DRIVING COURSES

The standard and procedures set forth below shall supersede any past practice, policy, procedure or contract language of the parties to the contrary.

The County may offer defensive driving courses and require that Employees who drive county vehicles or personal vehicles on County business attend and participate as part of their job duties. Any Employee, who uses an automobile at least once a month on County business, shall be eligible for a defensive driving course when offered. Subject to available course space, Risk Management may, in their discretion, assign certain Employees from among eligible Employees to take a defensive driving course.

Risk Management may, in their discretion, permit other Employees who have requested permission to attend a defensive driving course but do not meet the standards set forth above, to do so subject to available course space. Such Employees may use benefit time or may attend when not scheduled to work subject to available course schedules.

Any Employee who requests a certificate of participation for his or her personal use, shall pay the administrative costs to obtain such certificate.

SECTION 23. ALCOHOL AND DRUG ABUSE POLICIES AND PROCEDURES

Except as required by law, these Policies and Procedures are established, updated, and amended by mutual agreement of the County and Union and will be posted electronically on the County's Intranet and made available to any CSEA member in hard copy upon request to the Department of Human Resources. Upon amendment, a copy of the policy will be distributed to all employees via email.

SECTION 24. NON-SALARY REIMBURSEMENTS

Notwithstanding anything to the contrary, non-salary payments for reimbursements for travel, meals, uniforms and the like shall be paid through a payroll check.

SECTION 25. LICENSED SOCIAL WORKER TUITION PROGRAM

An Employee in the Case Manager Series in Children's Services in the Department of Community and Family Services, matriculated in Adelphi University, Hudson Valley Campus, or such other institution as the County may designate, pursuing a degree to become a Licensed Master Social Worker or a Licensed Clinical Social Worker, shall be eligible for partial or full tuition payment from the County when the County, in its discretion, offers such as further set forth below.

TO BE ELIGIBLE FOR TUITION PAYMENT AN EMPLOYEE MUST:

1. Have been employed in the case manager series in Children's Services in the Department of Community and Family services in a permanent appointment to a permanent budgeted position for at least thirteen (13) continuous months before submitting a tuition payment application.
2. Submit and have received approval of a tuition payment application for an eligible course before enrolling in that course.
3. Have no pending disciplinary proceedings at the time of application.
4. Have a present job appraisal rating of at least fully satisfactory.
5. Work full time with a permanent appointment to a permanent budgeted position.
6. Take all courses outside of work hours.
7. Pay for all textbooks and other fees related to the degree program.
8. Maintain an overall B average for the degree program.

An Employee who has received a field placement from Adelphi University, Hudson Valley Campus, acceptable to the County, may be allowed time off from work with pay to complete some or all of that placement, provided the Commissioner or his designee determines in his sole discretion, that there is sufficient available personnel to provide appropriate staff coverage.

An Employee, who leaves the employ of Dutchess County, whether voluntarily or otherwise, within three (3) years of the date of the last tuition payment made on his or her behalf, shall have an obligation to reimburse the County for all funds previously expended for tuition and funds paid to or on behalf of that Employee for field placement as follows:

- (a) If an Employee leaves within one (1) year from the date of the last tuition payment made on his or her behalf, that Employee shall have a maximum reimbursement obligation of \$7,000.00.
- (b) If an Employee leaves, having completed one (1) full year, but before two (2) full years, from the date of the last tuition payment made on his or her behalf that Employee will have a maximum reimbursement obligation of \$3,500.00.
- (c) If an Employee leaves, having completed two (2) full years, but before three (3) full years, from the date of the last tuition payment made on his or her behalf that Employee will have a maximum reimbursement obligation of \$1,000.00.

Notwithstanding any recoupment provisions in the Collective Bargaining Agreement to the contrary, upon termination of employment, the County may withhold an Employee's entire remaining paycheck(s) to satisfy that Employee's reimbursement obligations as set forth above. In addition, the County may deduct (recoup) any benefit time standing to that Employee's credit, which would otherwise be paid to that Employee upon separation, to satisfy that Employee's remaining reimbursement obligations as set forth above. To the extent these do not extinguish the Employee's reimbursement obligations, the Employee shall make payments as follows:

\$100.00 per month beginning the first full calendar month after termination of employment.

As a condition precedent to continuing in or acceptance into the Licensed Social Worker Tuition Program an Employee, otherwise eligible, must execute a waiver, as prescribed by the County, accepting the

reimbursement obligations and agreeing to the methodology for reimbursement (recoupment) set forth above.

In the event the funds the County is willing to commit to this Licensed Social Worker Tuition Program, are insufficient to satisfy the requests it receives for tuition payment, it may in its discretion authorize partial tuition for some or all Employees, or may offer tuition payment to some and not others.

Determinations made by the County in implementing this Program shall not be subject to the grievance procedure.

SECTION 26. VEHICLE TRACKING DEVICES

The County will place a notification label on any County vehicle equipped with a tracking device.

ARTICLE XI **GRIEVANCE PROCEDURE**

SECTION 1. DEFINITIONS

As used herein, the following terms shall have the following meanings:

- (a) "Grievant" shall mean an Employee alleging a grievance.
- (b) "Grievance" means, except when an alternate remedy is provided by law, a claimed violation, misinterpretation, or misapplication of the terms of this Agreement, the rights claimed thereunder, or a past practice as limited in Article X (14), except that decisions regarding reclassification or reallocation pursuant to Article XIV shall not be subject to the grievance procedure.
- (c) "Immediate Supervisor" shall mean the Employee or officer on the next higher level of authority above the grievant in the Unit wherein the grievance exists, who normally assigns or supervises the Grievant's work and approves his time record or evaluates his work performance.
- (d) "Decision" shall mean the recommendation or ruling on, or disposition of a grievance made by an immediate supervisor, the Unit Head or the County Executive.
- (e) "Days" shall mean all days other than Saturdays, Sundays, and legal holidays. Saturdays, Sundays and legal holidays shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this Section.

SECTION 2. DECLARATION OF BASIC PRINCIPLE

Every grievant shall have the right to present his grievance in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination or reprisal, and shall have the right to elect to be represented by a person of his own choosing, at no cost to the County, at all stages of the grievance procedure. However, only designated officers or Union representatives will be released from their work site on County time to perform these duties of representation.

SECTION 3. INITIAL PRESENTATION

- (a) Grievant must present his grievance to his immediate supervisor, in writing, with a copy to the Commissioner of Human Resources, in accordance with paragraph (d) hereof, within twenty (20)

working days after the grounds for the grievance occur or the grievance shall be deemed time-barred and shall be rejected. In the case where the grounds for the grievance are continuing, relief may be applied retroactively only for twenty (20) working days prior to the commencement of the grievance.

- (b) The immediate supervisor shall discuss the grievance with the grievant, make such investigation as he deems appropriate and consult with his superiors to such extent, as they deem appropriate, all on an informal basis.
- (c) Within five (5) days after presentation of the grievance, the immediate supervisor shall make his recommendation and transmit same, in writing, to the grievant or his representative, and the Unit Head.
- (d) The grievance shall consist of a written statement signed by the grievant containing the following:
 - i. The name, residential address, and department of employment of the grievant.
 - ii. The name and department of employment of each other Employee or official involved in the grievance.
 - iii. The name and address of the Employee's representative, if any, and his department of employment if he is a fellow Employee.
 - iv. A concise statement of the nature of the grievance, the facts relating to it, including, without limitation, the time and date it arose.

SECTION 4. SECOND STAGE

- (a) If a grievant is not satisfied with the recommendation made by his immediate supervisor, he may, within five (5) days thereafter, request a review and determination of his grievance by the Unit Head. Such request shall be made in writing and shall be served upon the Unit Head with a copy to the Commissioner of Human Resources. Thereupon, and within five (5) days after receiving such request, the Unit Head may request the immediate supervisor to submit a written statement of his information concerning the specific nature of the grievance and facts relating to it.
- (b) The Unit Head may, and, at the request of the grievant shall, hold an information hearing within ten (10) days after receiving the written request and statement from the grievant. The grievant, and his representative, if any, may appear at the hearing and present oral or written statements or arguments.
- (c) Within ten (10) days after the close of the hearing, or within ten (10) days after the grievance has been submitted to him if there is no hearing, the Unit Head shall make his recommendation in writing and serve the same on the grievant, the Grievant's representative, if any, and the County Executive.

SECTION 5. THIRD STAGE

- (a) The grievant may appeal the recommendation of the Unit Head within ten (10) days after notice of such recommendation. The appeal shall be taken by submitting to the County Executive a written statement signed by the grievant.
- (b) The County Executive may request the Unit Head to submit within ten (10) days a written statement of facts, including a summary of the record of the hearing, if there was a hearing, and the original or a true copy of any other record or document used by the Unit Head in making his decision.
- (c) The County Executive shall hold a hearing within ten (10) days after receiving the written request for review. He shall give at least five (5) days' notice in writing of the time and place of such hearing to

the grievant, or the Grievant's representative, if any, and the Unit Head, all of whom shall be entitled to be present at the hearing.

- (d) The hearing may be adjourned from time to time by the County Executive for a total of no more than ten (10) days, or by mutual consent of the parties.
- (e) The County Executive shall not be bound by the formal rules of evidence.
- (f) A written summary shall be kept of each hearing held and shall be provided to the Union upon request.
- (g) The County Executive shall make his report in writing within ten (10) days after the close of the hearing. He shall immediately file his report and send a copy of the same to the grievant, or the Grievant's representative, if any, and the Unit Head. The report shall include a statement of the County Executive's finding of fact, conclusions and recommendations.

SECTION 6. FOURTH STAGE

If the grievant and/or the Union is dissatisfied with the decision of the County Executive, the Union may, within twenty (20) working days, submit any grievance under this Agreement to binding arbitration under the rules of the New York State Public Employment Relations Board, at equal expense to both parties.

The parties reserve the right to substitute a mutually agreed upon arbitrator, or panel of arbitrators, in lieu of utilizing the New York State Public Employment Relations Board.

SECTION 7. WAIVER OR EXTENSION OF TIME: TIME FOR DISCUSSIONS AND HEARINGS

- (a) The time limitations for presentation and resolution of grievances as provided herein may be waived or extended by mutual agreement of the parties involved.
- (b) No employee organization other than the Union will be allowed to initiate or represent a grievant in the processing of grievances.
- (c) All proceedings pursuant to this Article shall be held, to the extent practicable, during regular working hours.

ARTICLE XII **UNION RIGHTS**

SECTION 1. UNION REPRESENTATIVES

- (a) The County recognizes the right of the Employees to designate specific representatives of the Union to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this Agreement and to visit Employees during working hours, subject to work requirements of the County. The Union representatives shall consist of the following: Thirty (30) shop stewards and five (5) officers who shall be the sole representatives of the Union authorized to carry out such duties. Only representatives designated by the Union President shall be permitted a reasonable amount of time free from regular duties to fulfill their obligations. A listing of representatives shall be given to the County Executive in January of each year and within thirty (30) days of any change. Time required for such representation must be reported to the Unit Head on at least a weekly basis. Such representatives shall be permitted to appear at public hearings before the County Legislature.

- (b) The Union President shall be allowed one-half of his normal work week to conduct Union business. The President's work load shall be reduced accordingly.

SECTION 2. UNION DELEGATES

Certain representatives of the Union shall be allowed time off with pay and without charge to accumulated leave time for the purpose of attending State Union meetings. The Union shall notify the County Executive of the Employees designated as representatives. At least two (2) weeks prior to a meeting, the Union shall notify the County Executive, in writing, of the date, time, place and purpose of the meeting, and shall identify the individual representatives for whom time off is requested. The County reserves the right to deny the time off request with regard to any individual Employee if the County determines that his presence is required for the proper functioning of his Unit. An aggregate total of eighty-five (85) days shall be allowed per calendar year for this purpose.

SECTION 3. UNION OFFICE SPACE

The County agrees to provide office space within the County Office Building complex for the Union's records and for the conduct of business.

SECTION 4. PERSONNEL CHANGES

The Commissioner of Human Resources will provide an Employee roster of CSEA membership to the Union on a periodic basis.

SECTION 5. PAYROLL

The County will provide the Union with a copy of the last payroll in each calendar quarter as soon as it becomes available. The County will also provide the Union with a copy of the proposed budget and adopted budget from the first printing.

SECTION 6. LEGISLATIVE MEETINGS

The agenda and copies of all resolutions of the County Legislature will be forwarded to the Union office at the same time it is sent to members of the Legislature.

SECTION 7. UNION NOTICES

The Union shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the County, subject to the approval of the contents of such notices and communications by the County Executive.

ARTICLE XIII **MANAGEMENT RIGHTS**

The County retains the right to manage its business affairs and services and to direct the working force, including the right to decide the number and location of its business and service operations; the business and service operations to be conducted and rendered; the control and condition of the buildings, real

estate, materials, vehicles, parts, tools, machinery and all equipment which may be used in the operation of its business or supplying its services; to determine whether and to what extent the work required in operating its business and supplying its services shall be performed by Employees covered by this Agreement; to maintain order and efficiency in all its departments and operations, including the right to discipline, suspend and discharge Employees for cause; to hire, lay off, assign, promote and determine the qualifications of Employees; to determine the starting and quitting time and the number of hours to be worked.

The rights of the County listed above are not all-inclusive, but indicate the type of matters or rights, which belong to and are inherent in the County. Any and all rights, powers, and authority the County had prior to entering this Agreement are retained by the County except as specifically and lawfully abridged, or modified by this Agreement.

Nothing in this Agreement shall be construed as delegating to others the authority conferred by law on any County official, or in any way reducing or abridging such authority, but this Agreement shall be construed as requiring said County officials to follow the procedures and policies herein described, to the extent they are applicable, in the exercise of the authority conferred upon them by law.

ARTICLE XIV

CLASSIFICATION AND ALLOCATION PROCEDURE

SECTION 1. DEFINITIONS

(a)

- 1) Classification as defined in the Civil Service Law means and includes the process by which a Class Title is assigned to a set of specified duties and responsibilities.
- 2) Reclassification is the process of changing the Class Title or Jurisdictional Class (assigned to a specific set of duties and responsibilities) to another Class Title in order to better describe the assigned duties and responsibilities.
- 3) Reclassification may result in a change to a different Class Title allocated to a lower job group, the same job group or a higher job group.

(b)

- 1) Allocation is the process of assigning a new Class Title to a salary range.
- 2) Reallocation is the process of assigning an existing Class Title to another salary range in order to effect more equitable and appropriate payment for the assigned duties and responsibilities.
- 3) Reallocation may result in a change to a lower or higher salary range.

SECTION 2. GENERAL

- (a) All authorized positions covered by this Agreement shall be classified, in accordance with law, by the Commissioner of Human Resources using appropriate classification techniques as recommended by the New York State Department of Civil Service.
- (b) All Class Titles covered by this Agreement shall be allocated to a job group in accordance with the County's system for position allocation, the application of which shall result in each Class Title being assigned to a specific job group (salary range), subject to Legislative approval, if required.

- (c) The County reserves the right to reclassify or reallocate any title, subject to Legislative approval, if required, and notwithstanding any other provisions of this Agreement.
- (d) No Employee shall be employed in or appointed to any title not appropriate to the duties to be performed as defined in the Class Specification for that title and interpreted by the Commissioner of Human Resources, except as provided by Section 61 of the Civil Service Law.
- (e) The Commissioner of Human Resources shall discuss with the Union the criteria being used for classification, reclassification, allocation and reallocation decisions. The Commissioner shall receive and give serious consideration to any and all recommendations made by the Union with respect to such criteria.

SECTION 3. RECLASSIFICATION AND REALLOCATION

- (a) Any Employee, after a reasonable attempt to discuss the matter with his Unit Head, may request in writing that the Department of Human Resources study the duties of the Employee's position in order to determine its proper Class Title and/or allocation (salary range). The Department of Human Resources shall initiate such study within thirty (30) days of the receipt of the request, except in the event that a department-wide or occupational series-wide Classification and Allocation Survey covering the Employee's position is planned within the next twelve (12) months. The Department of Human Resources shall complete an individual position review within sixty (60) working days after the Employee submits the official form describing the duties and responsibilities to his supervisor.
- (b) Any Employee, after a reasonable attempt to discuss the matter with his Unit Head, may request a review of a specific duty to determine whether or not it is out of title work for the Class Title presently held by the Employee. Such request shall be submitted in writing to the Employee's Unit Head and the Commissioner of Human Resources. The Commissioner of Human Resources shall issue a determination within fifteen (15) working days of the receipt of such request.
- (c) Any County officer or Unit Head may also request a review of a position or of a specific duty assigned to a position, or may request a department-wide or occupational series-wide Classification and Allocation Survey. The Commissioner of Human Resources reserves the right to initiate any survey he deems necessary notwithstanding any other provision of this Article. The Commissioner of Human Resources shall notify the Union of any surveys being initiated by him. The Department of Human Resources shall issue notice of proposed Reclassification or Reallocation to the Employees within six (6) months after the date the Department of Human Resources initiated the survey. Upon completion of a survey, the Commissioner of Human Resources shall provide a copy of the survey to the Union within ten (10) days.
- (d) No Employee whose salary is increased by such Reclassification or Reallocation shall have any claim against the County for the difference, if any, between the salary of the position under the old title and that of the new position under the new title for any period prior to the date such change in scale becomes legally effective.
- (e) Upon the finalization and adoption of a determination made pursuant to this Article, the matter will be closed for a minimum of twelve (12) months or until there is a substantial change in the duties and responsibilities of the position as determined by the Commissioner of Human Resources.

SECTION 4. RECLASSIFICATION AND REALLOCATION APPEALS

- (a) All appeals shall be conducted by the Commissioner of Human Resources in accordance with the New York State Civil Service Law and the Dutchess County Rules for the Classified Civil Service. Any Employee may appeal a determination made by the Department of Human Resources. Employees making such appeal may be represented by the Union or by another person of their choosing. Employees and the Union are free to present any evidence in relation to an appeal to the Commissioner of Human Resources. The Commissioner shall notify Employees, at the time of Notice of Proposed Reclassification or Reallocation, of their right to appeal and of the proper procedure to make an appeal.
- (b) An Employee who wishes to appeal a decision shall have ten (10) working days from the receipt of Notice of Proposed Reclassification or Reallocation to file a written request for such and the reasons therefore. The Commissioner of Human Resources shall then schedule the appeal within twenty (20) working days. Upon hearing the appeal, the Commissioner of Human Resources shall issue his final determination within ten (10) working days and shall communicate such in writing to all affected parties. The final decision shall then be submitted to the Budget Director and the appropriate Legislative Committee for action at the next timely convened Legislative session.

SECTION 5. EFFECTIVE DATES

- (a) The effective date of all classifications and reclassifications shall be determined by the Commissioner of Human Resources in accordance with law.
- (b) The effective date of all allocations and reallocations shall be determined by the Legislature, if required by law.

ARTICLE XV

LABOR-MANAGEMENT COMMITTEE(S)

SECTION 1. LABOR-MANAGEMENT COMMITTEE

There shall be a labor-management committee consisting of three (3) representatives of the County and three (3) representatives of the Union who shall meet upon reasonable notice of either party to discuss and make reasonable effort to recommend resolution of matters of mutual interest.

SECTION 2. SPECIAL LABOR-MANAGEMENT COMMITTEE

The parties agree to discuss and submit various issues to a Special Labor Management Committee. The parties further agree that any agreements arising out of the Labor Management Committee shall be implemented pursuant to the terms of the agreements and shall be included in a successor agreement.

ARTICLE XVI

IMPLEMENTATION

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE

ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XVII
NON-DISCRIMINATION

The County and the Union shall carry out their obligations under this contract in a manner which will be fair and impartial to all Employees and shall not discriminate against any Employee as protected by law.

ARTICLE XVIII
SAVINGS CLAUSE

If any part hereof or any provisions herein contained be rendered or declared illegal or an unfair labor practice by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction or by the decision of any authorized governmental agency, such invalidation of such part or portions of this Agreement shall not invalidate the remaining portions thereof, it being understood that the remaining parts or portions shall remain in full force and effect.

ARTICLE XIX
SCOPE

The parties acknowledge that during the negotiations which preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement, including its appendices attached hereto, concludes all collective bargaining between the parties during the term thereof, and constitutes the sole, entire and existing agreement between the parties hereto, and supersedes all prior agreements and undertakings, oral and written, express or implied, or practices (except past practices as defined in Article X[14] of this Agreement), between the County and the Union or the Employees it represents, and expresses all obligations and restrictions imposed on each of the respective parties during its terms.

ARTICLE XX
DURATION

Except as otherwise provided herein, this Agreement shall be effective January 1, 2021 through December 31, 2024.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date below written.

Dated this 17th day of October, 2022

COUNTY OF DUTCHESS

By


MARCUS J. MOLINARO, COUNTY EXECUTIVE

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.,
LOCAL 1000 AFSCME/AFL-CIO,
DUTCHESS COUNTY UNIT, DUTCHESS COUNTY LOCAL 814

By


ANDREW CALAMARI, UNION PRESIDENT

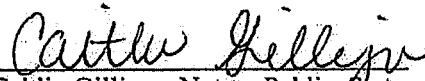
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.,
LOCAL 1000 AFSCME/AFL-CIO

By


HOWARD BAUL, LABOR RELATIONS SPECIALIST

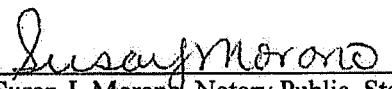
STATE OF NEW YORK)
) SS:
COUNTY OF DUTCHESS)

On this 17th day of October, 2022, before me, the subscriber, a Notary Public in and for State, personally appeared **MARCUS J. MOLINARO**, personally known to me, who being duly sworn, did depose and say: That he resides at Red Hook, New York; that he is the County Executive of the COUNTY OF DUTCHESS, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto pursuant to the authority of the Charter of the County of Dutchess.


Caitlin Gilligan, Notary Public, State of New York
Qualified in Columbia County
Reg. No. No. 01GI6377228
Commission Expires June 25, 2026

STATE OF NEW YORK)
) SS:
COUNTY OF DUTCHESS)

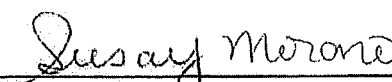
On this 17th day of October, 2022, before me, the subscriber, a Notary Public in and for State, personally appeared **ANDREW CALAMARI**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.


Susan J. Morano, Notary Public, State of New York
Qualified in Ulster County
Reg. No. 01M05048657
Commission Expires August 28, 2025

SUSAN J. MORANO
Notary Public, State of New York
No. 01M05048657
Qualified in Ulster County
Commission Expires August 28, 2025

STATE OF NEW YORK)
) SS:
COUNTY OF DUTCHESS)

On this 17th day of October, 2022, before me, the subscriber, personally appeared **HOWARD BAUL**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.


Susan J. Morano, Notary Public, State of New York
Qualified in Ulster County
Reg. No. 01M05048657
Commission Expires August 28, 2025

SUSAN J. MORANO
Notary Public, State of New York
No. 01M05048657
Qualified in Ulster County
Commission Expires August 28, 2025

APPENDIX A
TITLES OF BARGAINING UNIT MEMBERS

Title	Grade Allocation	Work Week	Titles Excluded from Overtime Compensation at Time & One Half	Titles Requiring Twenty Days Notice of Separation
911 CAD Coordinator	16	35		
Academy of Music Assistant (DCC)	10	35		
Accountant	16	35		
Accounting Clerk	9	35		
Accounting Supervisor I	14	35		
Accounting Supervisor II	16	35		
Activities Coordinator	7	35		
Activities Therapy Aide	6	35		
Administrative Assistant	12	35		
Administrative Services Coordinator	15	35		
Aging Information Services Specialist	15	35		
Aging Services Aide	4	40		
Airport Maintenance Mechanic I	11	40		
Airport Maintenance Mechanic II	12	40		
Airport Maintenance Supervisor	15	40		
Alternatives To Incarceration (ATI) Worker	17	35		
Architectural Technician	13	35		
Archivist	12	35		
Assistant Civil Engineer I	17	35		
Assistant Civil Engineer II (Design)	19	35		
Assistant Coordinator for Children with Special Needs	17	35		
Assistant Director of Public Health Nursing	19	35	Excluded	
Assistant Park Naturalist	9	40		
Assistant Purchasing Agent	14	35		
Assistant Social Welfare Manager II	16	35		
Assistant To The Commissioner For Program Planning and Evaluation	18	35		
Assistant Tree Climber	11	40		
Associate Public Health Sanitarian	19	35	Excluded	
Athletic Facilities and Equipment Attendant	4	40		
Athletic Facilities and Equipment Attendant/Intramural Director	4	40		
Auditor	16	35		
Automotive and Equipment Mechanic	13	40		
Automotive Mechanic	13	40		
Automotive Mechanic Helper	9	40		
Automotive Parts Specialist	13	40		
Automotive Service Center Supervisor	15	40		
Billing Manager	14	35		
Biostatistician	16	35		
Bridge Maintainer	10	40		
Bridge Maintenance Supervisor	14	40		
Building Maintenance Mechanic I	8	40		
Building Maintenance Mechanic I (H & V)	10	40		
Building Maintenance Mechanic II	11	40		
Building Maintenance Mechanic II (H & V)	12	40		
Building Maintenance Mechanic III	13	40		
Building Maintenance Mechanic III (H & V)	13	40		
Building Maintenance Supervisor	16	40		
Bus Driver I	7	40		

Title	Grade Allocation	Work Week	Titles Excluded from Overtime Compensation at Time & One Half	Titles Requiring Twenty Days Notice of Separation
Bus Driver II	9	40		
Bus Driver III	12	40		
Business Manager	14	35		
Buyer	12	35		
Campus Guard	7	40		
Campus Investigator	15	35		
Campus Peace Officer	13	40		
Campus Public Safety Dispatcher	12	40		
Carpenter	13	40		
Case Manager Aide	7	35		
Case Manager Aide (Spanish Speaking)	7	35		
Case Manager I	12	35		
Case Manager I (Spanish Speaking)	12	35		
Case Manager II	14	35		
Case Supervisor	16	35		
Case Supervisor II	17	35		
Chemical Dependency Counselor	14	35		Required
Chemical Dependency Counselor Assistant	13	35		
Chemistry Teaching Lab Assistant	12	35		
Chemistry Teaching Lab Coordinator	14	35		
Chief Engineer	18	40		
Chief Medical Investigator-Forensic	17	35		
Cleaner	4	40		
Cleaning Supervisor	14	40		
Clerk	4	35		
Clerk (Spanish Speaking)	4	35		
Clinical Program Manager	20	35	Excluded	
Clinical Services Assistant (Spanish Speaking)	9	35		
Clinical Unit Administrator	21	35	Excluded	
Communicable Disease Coordinator	17	35		
Communications Clerk	8	40		
Communications Systems Specialist	17	35		
Community Development Administrator	18	35		
Community Development Coordinator	17	35		
Community Engagement and Prevention Coordinator	19	35		
Community Health Nurse	14	35		
Community Health Outreach Worker (Spanish Speaking)	9	35		
Community Investment Program Specialist	15	35		
Community Mental Health Aide	12	35		
Community Mental Health Aide (Spanish Speaking)	12	35		
Community Mental Health Counselor	15	35	Excluded	Required
Community Mental Health Nurse	14	35		
Community Services Worker	9	35		
Computer Operator	12	35		
Construction Equipment Mechanic Aide	9	40		
Construction Equipment Mechanic I	13	40		
Construction Equipment Mechanic II	14	40		
Construction Equipment Operator I	11	40		
Construction Equipment Operator I - Mechanic	11	40		
Construction Equipment Operator II	12	40		
Construction Equipment Operator II - Instructor	13	40		
Construction Equipment Operator II - Mechanic	12	40		
Construction Equipment Welder I	12	40		

Title	Grade Allocation	Work Week	Titles Excluded from Overtime Compensation at Time & One Half	Titles Requiring Twenty Days Notice of Separation
Construction Equipment Welder II	14	40		
Consumer Services Inspector I	12	35		
Consumer Services Inspector I Trainee	11	35		
Consumer Services Inspector II	13	35		
Contract Specialist	13	35		
Coordinator of Special Needs Services	19	35	Excluded	
Courier	6	35		
Crime Analyst	14	35		
Criminal Justice Intake Specialist	11	35		
Cyber Security Administrator	19	35	Excluded	
Database Administrator	16	35		
Delivery Driver	9	40		
Development and Design Coordinator	19	35	Excluded	
Director of Communicable Disease Control	19	35	Excluded	
Director of Emergency Management	19	35		
Director of Services	18	35	Excluded	
Director of Weights and Measures B	15	35		
Director of Youth Services	17	35		
Dispatch Center Operations Director	17	40		
Domestic Violence Outreach Worker	12	35		
Drafting Technician I	9	35		
Drafting Technician II	11	35		
Early Intervention Assistant (Spanish Speaking)	10	35		
Early Intervention Specialist	15	35		
Electrician I	13	40		
Electrician II	15	40		
Electronic Equipment Repair Specialist	17	40		
Emergency Management Coordinator	17	35		
Emergency Medical Services Coordinator	17	35		
Emergency Preparedness Coordinator	17	35		
Emergency Response Logistics Coordinator	11	35		
Engineering Aide	10	35		
Epidemiologist	17	35		
Equipment Mechanic Supervisor I	14	40		
Equipment Mechanic Supervisor II	15	40		
Family Peer Advocate	12	35		
Fire Coordinator	17	35		
Fire Instructor	13	35		
G.I.S. Analyst	15	35	Excluded	
G.I.S. Project Coordinator	16	35		
G.I.S. Technician	12	35		
Garage Superintendent	16	40		
Grand Jury Reporter	16	35		
Grants Program Coordinator	15	35		
Graphic Designer	16	35	Excluded	
Graphics Specialist	12	35		
Groundskeeper I	6	40		
Groundskeeper II	10	40		
Head Cleaner	6	40		
HEAP Examiner	11	35		
Heating and Ventilating Supervisor	16	40		
Heating and Ventilating Technician	14	40		
Helpline Crisis Counselor	15	35		

Title	Grade Allocation	Work Week	Titles Excluded from Overtime Compensation at Time & One Half	Titles Requiring Twenty Days Notice of Separation
Home Delivered Meals Coordinator	11	35		
Housekeeping Supervisor	16	40		
Infrastructure Administrator	19	35	Excluded	
Infrastructure Systems Specialist (DCC)	17	35	Excluded	
Instructional Media Control Operator	10	40		
Instructional Media Services Assistant	15	40		
Instructional Media Technician	13	40		
Investigative Assistant	13	35		
Investigator (District Attorney)	16	35		
Investigator (Public Defender)	16	35		
Janitor	6	40		
Junior Accountant	12	35		
Junior Auditor	13	35		
Junior Civil Engineer	15	35		
Junior Planner	13	35		
Junior Programmer/Analyst (GIS)	15	35		
Junior Systems Programmer	17	35		
Labor Supervisor	14	40		
Laborer	8	40		
Law Enforcement Coordinator (Child Advocay Center)	17	35		
Legal Secretary	11	35		
Library Clerk (DCC)	6	35		
Lieutenant of Campus Safety/Investigator	16	40		
Lifeguard	6	35		
Line Service Attendant	9	40		
Line Service Supervisor	13	40		
Locksmith	12	40		
Maintenance Superintendent	16	40		
Mechanical Engineer	19	35		
Medical Examiner Technician	13	35		
Medical Reserve Corps. Coordinator	14	35		
Medicolegal Death Investigator	12	35		
Microcomputer Services Supervisor	19	35	Excluded	
Microcomputer System Administrator	19	35	Excluded	
Microcomputer/Network Support Specialist	17	35	Excluded	
Microcomputer/Virtualization Support Specialist (DCC)	17	35	Excluded	
Microcomputer/Word Processing Support Assistant	14	35		
Mortuary Technician	11	35		
Motor Equipment Operator	10	40		
Motor Vehicle Clerk	9	35		
Network Administrator	19	35	Excluded	
Network Administrator (DCC)	19	35	Excluded	
Nurse Practitioner	21	35	Excluded	Required
Nursing Supervisor	17	35	Excluded	
Nutrition Services Coordinator	15	35		
Office Assistant	6	35		
Office Assistant (Spanish Speaking)	6	35		
Office Services Manager	13	35		
Offset Printer	11	35		
Offset Printing Machine Operator	7	35		
Outreach Coordinator	12	35		
Painter I	11	40		
Painter II	12	40		

Title	Grade Allocation	Work Week	Titles Excluded from Overtime Compensation at Time & One Half	Titles Requiring Twenty Days Notice of Separation
Park Attendant	6	40		
Park Maintenance Mechanic	11	40		
Park Manager	14	40		
Park Naturalist	11	40		
Parking Lot Attendant	4	40		
Parks Superintendent	16	40		
Payroll Clerk	11	35		
Planner	15	35	Excluded	
Plumber	13	40		
Principal Accounting Clerk	12	35		
Principal Library Clerk (DCC)	12	35		
Principal Motor Vehicle Clerk	11	35		
Principal Program Assistant	12	35		
Principal Registry Clerk	11	35		
Principal Transit Services Assistant	12	35		
Print Shop Supervisor	13	35		
Probation Assistant	12	35		
Probation Intake Worker	11	35		
Probation Officer I	15	35		
Probation Officer I (Spanish Speaking)	15	35		
Probation Officer I Trainee	14	35		
Probation Officer I Trainee (Spanish Speaking)	14	35		
Probation Officer II	16	35		
Probation Supervisor I	18	35	Excluded	
Probation Unit Administrator	18	35	Excluded	
Program Assistant	8	35		
Program Assistant (Spanish Speaking)	8	35		
Program/Analyst Trainee	15	35		
Programmer/Analyst	17	35	Excluded	
Programmer/Analyst (GIS)	17	35	Excluded	
Programmer/Analyst (MH)	17	35	Excluded	
Programming and Operations Supervisor (MH)	19	35	Excluded	
Psychiatrist I	27	35	Excluded	Required
Psychiatrist II	28	35	Excluded	Required
Psychologist I	19	35	Excluded	Required
Psychologist II	20	35	Excluded	Required
Psychologist III	21	35	Excluded	Required
Public Health Advisor	15	35	Excluded	
Public Health Education Coordinator	15	35		
Public Health Engineer	17	35	Excluded	
Public Health Engineering Technician	13	35		
Public Health Nurse	15	35		
Public Health Nutrition Coordinator	15	35		
Public Health Sanitarian	14	35		
Public Safety Call Taker	10	40		
Public Safety Dispatcher I	13	40		
Public Safety Dispatcher II	14	40		
Public Safety Dispatcher Trainee	12	40		
Purchasing Agent	16	35		
Quality Improvement Coordinator	18	35		
Real Property Information System Specialist	16	35		
Real Property Information System Technician	14	35		
Real Property Information System Technician Trainee	12	35		

Title	Grade Allocation	Work Week	Titles Excluded from Overtime Compensation at Time & One Half	Titles Requiring Twenty Days Notice of Separation
Real Property Tax Services Assistant	12	35		
Receiving Registry Clerk	9	35		
Receptionist	6	35		
Receptionist (Spanish Speaking)	6	35		
Recovery Coach	11	35		
Recreational Therapy Assistant	11	35		
Recycling Educator	13	35		
Registered Professional Nurse	13	35		
Registry Clerk	8	35		
Rehabilitation Specialist	14	35		
Reproduction Specialist	10	35		
Research Assistant	15	35		
Research Assistant (DCC)	15	35		
Resource Consultant	13	35		
Road Maintainer	9	40		
Road Maintenance Supervisor	14	40		
Safety Coordinator	15	35	Excluded	
Safety Specialist	13	35		
Safety Specialist (Transit)	14	35		
Secretary	10	35		
Security Guard	4	40		
Security Systems Specialist	15	35		
Senior Accountant	17	35		
Senior Auditor	17	35		
Senior Automotive Mechanic	14	40		
Senior Bridge Maintainer	12	40		
Senior Campus Guard	10	40		
Senior Carpenter	14	40		
Senior Communications Clerk	11	40		
Senior Engineering Aide	12	35		
Senior GIS Project Coordinator	17	35		
Senior Head Cleaner	10	40		
Senior IT Support Administrator (DCC)	19	35		
Senior Library Clerk (DCC)	9	35		
Senior Network Administrator	20	35	Excluded	
Senior Network Administrator (DCC)	20	35	Excluded	
Senior Office Assistant	8	35		
Senior Park Maintenance Mechanic	12	40		
Senior Payroll Clerk	12	35		
Senior Planner	17	35	Excluded	
Senior Planner - Environmental	17	35	Excluded	
Senior Plumber	14	40		
Senior Program Assistant	10	35		
Senior Public Health Advisor	16	35	Excluded	
Senior Public Health Education Coordinator	16	35		
Senior Public Health Engineer	19	35	Excluded	
Senior Public Health Sanitarian	17	35	Excluded	
Senior Public Safety Dispatcher	15	40		
Senior Site Manager	10	35		
Senior Systems Architecture Administrator (DCC)	20	35	Excluded	
Senior Tax Map Technician	13	35		
Senior Web Designer/Analyst	18	35	Excluded	
Senior Youth Worker	14	35		

Title	Grade Allocation	Work Week	Titles Excluded from Overtime Compensation at Time & One Half	Titles Requiring Twenty Days Notice of Separation
Sergeant Campus Peace Officer	14	40		
Sign Maker	10	40		
Site Manager	9	40		
Social Welfare Manager I	15	35		
Social Welfare Manager II	17	35		
Social Welfare Specialist	13	35		
Social Welfare Worker I	10	35		
Social Welfare Worker II	11	35		
Social Worker I	15	35	Excluded	Required
Social Worker II	16	35	Excluded	Required
Social Worker II (Spanish Speaking)	16	35	Excluded	Required
Social Worker III	17	35	Excluded	Required
Software Applications Specialist	18	35	Excluded	
Software Specialist (CCBET)	18	35	Excluded	
Software Specialist (CCBET) Trainee	17	35		
Solid Waste Compliance Inspector	14	35		
Stock Clerk Helper	9	40		
Stockroom Assistant	11	40		
Stockroom Supervisor	14	40		
Stop DWI/Traffic Safety Administrator	15	35		
Student Financial Services Systems Specialist (DCC)	11	35		
Supervising Alternatives To Incarceration (ATI) Worker	18	35		
Supervising Criminal Justice Intake Specialist	13	35		
Supervising Head Cleaner	12	40		
Supervising Legal Secretary	12	35		
Supervising Motor Vehicle Clerk	13	35		
Supervising Office Assistant	10	35		
Supervising Public Health Engineer	20	35	Excluded	
Supervising Public Health Nurse	17	35	Excluded	
Supervising Registry Clerk	13	35		
Supervising Social Worker	18	35	Excluded	Required
Supervisor of Athletic Facilities	11	40		
Supervisor of Computer Operations	16	35		
Supervisor of Grounds and Equipment	16	40		
Supervisor of Health Services (DCC)	17	35		
Supervisor of Nurses	15	35		
Supervisor of Special Investigations	16	35		
Supervisor of Student Accounts	14	35		
Support Services Assistant	12	35		
Systems Analyst	19	35	Excluded	
Systems Analyst (GIS)	19	35	Excluded	
Systems Specialist (CCBET)	18	35	Excluded	
Tax Collection Supervisor	14	35		
Tax Map Technician	12	35		
Tax Map Technician Trainee	11	35		
Teaching Laboratory Assistant	10	40		
Teaching Laboratory Supervisor	11	40		
Telecommunications Systems Administrator	17	35		
Telecommunications Systems Manager	16	35		
Telecommunications Technician	12	35		
Tire Mechanic	11	40		
Title Searcher	12	35		
Title Searcher Trainee	11	35		

Title	Grade Allocation	Work Week	Titles Excluded from Overtime Compensation at Time & One Half	Titles Requiring Twenty Days Notice of Separation
Traffic Engineer	18	35	Excluded	
Transit Building and Maintenance Aide	11	40		
Transit Equipment Mechanic	13	40		
Transit Equipment Mechanic Aide	12	40		
Transit Equipment Mechanic Supervisor	15	40		
Transit Garage Superintendent	16	40		
Transit Operations Assistant	8	40		
Transit Operations Supervisor	14	40		
Transit Operations Supervisor II	15	40		
Transit Services Assistant	8	40		
Transit System Technician	14	35		
Transportation Program Administrator	19	35	Excluded	
Tree Climber	12	40		
Tree Maintenance Supervisor	14	40		
Tree Trimmer	10	40		
User Services Administrator	15	35	Excluded	
User Services Liaison	12	35		
Veterans Counselor	12	35	Excluded	
Warehouse Supervisor	12	40		
Waterfront Director	10	40		
Web Designer/Analyst	17	35	Excluded	
Welfare Management System Program Assistant	14	35		
Youth and Community Engagement Specialist	11	35		
Youth Programs Analyst	15	35		
Youth Worker	12	35		

Employees appointed to the designated titles in the departments set forth below shall be excluded from the bargaining unit:

Board of Election

All Titles

Sheriff's Office & Jail

All Titles

County Attorney's Office

Legal Secretary (4)

County Executive's Office

All Titles

Behavioral & Community Health

Secretary (1)

Support Services Assistant (3)

Public Works Department

Office Manager (1)

Secretary (1)

Community & Family Services

Director of Services (1)

Administrative Assistant (1)

Dutchess Community College

Personnel Assistant (1)

Administrative Assistant (3)

APPENDIX B
2020 SALARY SCHEDULE

2020 SALARY SCHEDULE PLUS 2.25%

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Average Increment
1	28,814	29,537	30,278	31,034	31,806	32,603	33,417	34,254	35,111	787
2	30,003	30,751	31,519	32,307	33,116	33,942	34,790	35,661	36,552	819
3	31,189	31,967	32,767	33,586	34,426	35,285	36,166	37,073	38,000	851
4	32,361	33,171	34,002	34,852	35,722	36,617	37,529	38,471	39,433	884
5	33,580	34,418	35,280	36,160	37,067	37,993	38,940	39,913	40,910	916
6	34,749	35,620	36,509	37,420	38,357	39,314	40,299	41,303	42,336	948
7	36,165	37,070	37,999	38,950	39,919	40,920	41,943	42,992	44,066	988
8	37,828	38,773	39,743	40,737	41,756	42,801	43,871	44,965	46,090	1,033
9	39,717	40,711	41,729	42,772	43,839	44,937	46,061	47,211	48,390	1,084
10	41,837	42,885	43,953	45,055	46,181	47,336	48,520	49,731	50,975	1,142
11	44,424	45,534	46,672	47,840	49,032	50,261	51,517	52,803	54,124	1,213
12	47,716	48,910	50,134	51,384	52,671	53,989	55,337	56,718	58,135	1,302
13	52,465	53,777	55,121	56,500	57,913	59,362	60,844	62,363	63,922	1,432
14	57,449	58,886	60,358	61,863	63,411	64,997	66,622	68,286	69,992	1,568
15	62,431	63,990	65,589	67,229	68,913	70,633	72,400	74,208	76,063	1,704
16	67,408	69,091	70,819	72,588	74,404	76,262	78,168	80,121	82,124	1,840
17	72,368	74,178	76,032	77,934	79,884	81,879	83,926	86,024	88,175	1,976
18	77,341	79,273	81,256	83,285	85,368	87,505	89,690	91,929	94,227	2,111
19	82,299	84,359	86,468	88,627	90,845	93,114	95,441	97,825	100,270	2,246
20	87,269	89,450	91,688	93,981	96,330	98,740	101,203	103,732	106,326	2,382
21	92,259	94,566	96,931	99,351	101,835	104,384	106,994	109,666	112,409	2,519
27	170,723	171,758	172,790	173,823	174,857	175,888	176,924	177,955	179,012	1,033
28	177,959	178,991	180,023	181,057	182,090	183,123	184,157	185,189	186,245	1,033

APPENDIX C.1**2021, 2022, 2023, 2024 SALARY SCHEDULES****2021 SALARY SCHEDULE****2021 SALARY SCHEDULE PLUS 3.50%**

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Average Increment
1	29,822	30,571	31,338	32,120	32,919	33,744	34,587	35,453	36,340	815
2	31,053	31,827	32,622	33,438	34,275	35,130	36,008	36,909	37,831	847
3	32,281	33,086	33,914	34,762	35,631	36,520	37,432	38,371	39,330	881
4	33,494	34,332	35,192	36,072	36,972	37,899	38,843	39,817	40,813	915
5	34,755	35,623	36,515	37,426	38,364	39,323	40,303	41,310	42,342	948
6	35,965	36,867	37,787	38,730	39,699	40,690	41,709	42,749	43,818	982
7	37,431	38,367	39,329	40,313	41,316	42,352	43,411	44,497	45,608	1,022
8	39,152	40,130	41,134	42,163	43,217	44,299	45,406	46,539	47,703	1,069
9	41,107	42,136	43,190	44,269	45,373	46,510	47,673	48,863	50,084	1,122
10	43,301	44,386	45,491	46,632	47,797	48,993	50,218	51,472	52,759	1,182
11	45,979	47,128	48,306	49,514	50,748	52,020	53,320	54,651	56,018	1,255
12	49,386	50,622	51,889	53,182	54,514	55,879	57,274	58,703	60,170	1,348
13	54,301	55,659	57,050	58,478	59,940	61,440	62,974	64,546	66,159	1,482
14	59,460	60,947	62,471	64,028	65,630	67,272	68,954	70,676	72,442	1,623
15	64,616	66,230	67,885	69,582	71,325	73,105	74,934	76,805	78,725	1,764
16	69,767	71,509	73,298	75,129	77,008	78,931	80,904	82,925	84,998	1,904
17	74,901	76,774	78,693	80,662	82,680	84,745	86,863	89,035	91,261	2,045
18	80,048	82,048	84,100	86,200	88,356	90,568	92,829	95,147	97,525	2,185
19	85,179	87,312	89,494	91,729	94,025	96,373	98,781	101,249	103,779	2,325
20	90,323	92,581	94,897	97,270	99,702	102,196	104,745	107,363	110,047	2,466
21	95,488	97,876	100,324	102,828	105,399	108,037	110,739	113,504	116,343	2,607
27	176,698	177,770	178,838	179,907	180,977	182,044	183,116	184,183	185,277	1,069
28	184,188	185,256	186,324	187,394	188,463	189,532	190,602	191,671	192,764	1,069

2022 SALARY SCHEDULE**2022 Salary Schedule Plus 3.25%**

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Average Increment
1	30,791	31,565	32,356	33,164	33,989	34,841	35,711	36,605	37,521	841
2	32,062	32,861	33,682	34,525	35,389	36,272	37,178	38,109	39,061	875
3	33,330	34,161	35,016	35,892	36,789	37,707	38,649	39,618	40,608	910
4	34,583	35,448	36,336	37,244	38,174	39,131	40,105	41,111	42,139	945
5	35,885	36,781	37,702	38,642	39,611	40,601	41,613	42,653	43,718	979
6	37,134	38,065	39,015	39,989	40,989	42,012	43,065	44,138	45,242	1,014
7	38,648	39,614	40,607	41,623	42,659	43,728	44,822	45,943	47,090	1,055
8	40,424	41,434	42,471	43,533	44,622	45,739	46,882	48,052	49,253	1,104
9	42,443	43,505	44,594	45,708	46,848	48,022	49,222	50,451	51,712	1,159
10	44,708	45,829	46,969	48,148	49,350	50,585	51,850	53,145	54,474	1,221
11	47,473	48,660	49,876	51,123	52,397	53,711	55,053	56,427	57,839	1,296
12	50,991	52,267	53,575	54,910	56,286	57,695	59,135	60,611	62,126	1,392
13	56,066	57,468	58,904	60,379	61,888	63,437	65,021	66,644	68,309	1,530
14	61,392	62,928	64,501	66,109	67,763	69,458	71,195	72,973	74,796	1,676
15	66,716	68,382	70,091	71,843	73,643	75,481	77,369	79,301	81,284	1,821
16	72,034	73,833	75,680	77,571	79,511	81,496	83,533	85,620	87,760	1,966
17	77,335	79,269	81,251	83,284	85,367	87,499	89,686	91,929	94,227	2,112
18	82,650	84,715	86,833	89,002	91,228	93,511	95,846	98,239	100,695	2,256
19	87,947	90,150	92,403	94,710	97,081	99,505	101,991	104,540	107,152	2,401
20	93,258	95,590	97,981	100,431	102,942	105,517	108,149	110,852	113,624	2,546
21	98,591	101,057	103,585	106,170	108,824	111,548	114,338	117,193	120,124	2,692
27	182,441	183,548	184,650	185,754	186,859	187,960	189,067	190,169	191,299	1,104
28	190,174	191,277	192,380	193,484	194,588	195,692	196,797	197,900	199,029	1,104

2023 SALARY SCHEDULE**2023 Salary Schedule Plus 3.50%**

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Average Increment
4	35,793	36,689	37,608	38,548	39,510	40,501	41,509	42,550	43,614	978
5	37,141	38,068	39,022	39,994	40,997	42,022	43,069	44,146	45,248	1,013
6	38,434	39,397	40,381	41,389	42,424	43,482	44,572	45,683	46,825	1,049
7	40,001	41,000	42,028	43,080	44,152	45,258	46,391	47,551	48,738	1,092
8	41,839	42,884	43,957	45,057	46,184	47,340	48,523	49,734	50,977	1,142
9	43,929	45,028	46,155	47,308	48,488	49,703	50,945	52,217	53,522	1,199
10	46,273	47,433	48,613	49,833	51,077	52,355	53,665	55,005	56,381	1,264
11	49,135	50,363	51,622	52,912	54,231	55,591	56,980	58,402	59,863	1,341
12	52,776	54,096	55,450	56,832	58,256	59,714	61,205	62,732	64,300	1,441
13	58,028	59,479	60,966	62,492	64,054	65,657	67,297	68,977	70,700	1,584
14	63,541	65,130	66,759	68,423	70,135	71,889	73,687	75,527	77,414	1,734
15	69,051	70,775	72,544	74,358	76,221	78,123	80,077	82,077	84,129	1,885
16	74,555	76,417	78,329	80,286	82,294	84,348	86,457	88,617	90,832	2,035
17	80,042	82,043	84,095	86,199	88,355	90,561	92,825	95,147	97,525	2,185
18	85,543	87,680	89,872	92,117	94,421	96,784	99,201	101,677	104,219	2,335
19	91,025	93,305	95,637	98,025	100,479	102,988	105,561	108,199	110,902	2,485
20	96,522	98,936	101,410	103,946	106,545	109,210	111,934	114,732	117,601	2,635
21	102,042	104,594	107,210	109,886	112,633	115,452	118,340	121,295	124,328	2,786
27	188,826	189,972	191,113	192,255	193,399	194,539	195,684	196,825	197,994	1,143
28	196,830	197,972	199,113	200,256	201,399	202,541	203,685	204,827	205,995	1,142

2024 SALARY SCHEDULE

2024 Salary Schedule Plus 3.75%

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Average Increment
4	37,135	38,065	39,018	39,994	40,992	42,020	43,066	44,146	45,250	1,014
5	38,534	39,496	40,485	41,494	42,534	43,598	44,684	45,801	46,945	1,051
6	39,875	40,874	41,895	42,941	44,015	45,113	46,243	47,396	48,581	1,088
7	41,501	42,538	43,604	44,696	45,808	46,955	48,131	49,334	50,566	1,133
8	43,408	44,492	45,605	46,747	47,916	49,115	50,343	51,599	52,889	1,185
9	45,576	46,717	47,886	49,082	50,306	51,567	52,855	54,175	55,529	1,244
10	48,008	49,212	50,436	51,702	52,992	54,318	55,677	57,068	58,495	1,311
11	50,978	52,252	53,558	54,896	56,265	57,676	59,117	60,592	62,108	1,391
12	54,755	56,125	57,529	58,963	60,441	61,953	63,500	65,084	66,711	1,495
13	60,204	61,709	63,252	64,835	66,456	68,119	69,821	71,564	73,351	1,643
14	65,924	67,572	69,262	70,989	72,765	74,585	76,450	78,359	80,317	1,799
15	71,640	73,429	75,264	77,146	79,079	81,053	83,080	85,155	87,284	1,956
16	77,351	79,283	81,266	83,297	85,380	87,511	89,699	91,940	94,238	2,111
17	83,044	85,120	87,249	89,431	91,668	93,957	96,306	98,715	101,182	2,267
18	88,751	90,968	93,242	95,571	97,962	100,413	102,921	105,490	108,127	2,422
19	94,438	96,804	99,223	101,701	104,247	106,850	109,520	112,256	115,061	2,578
20	100,142	102,646	105,213	107,844	110,540	113,305	116,132	119,034	122,011	2,734
21	105,869	108,516	111,230	114,007	116,857	119,781	122,778	125,844	128,990	2,890
27	195,907	197,096	198,280	199,465	200,651	201,834	203,022	204,206	205,419	1,186
28	204,211	205,396	206,580	207,766	208,951	210,136	211,323	212,508	213,720	1,185

APPENDIX C.2
LONGEVITY SCHEDULE

Grade	Effective 1/1/19	Effective 1/1/23	Effective 1/1/24
1	\$923		
2	\$955		
3	\$984		
4	\$1,015	\$1,115	\$1,215
5	\$1,045	\$1,145	\$1,245
6	\$1,075	\$1,175	\$1,275
7	\$1,110	\$1,210	\$1,310
8	\$1,152	\$1,252	\$1,352
9	\$1,200	\$1,300	\$1,400
10	\$1,253	\$1,353	\$1,453
11	\$1,318	\$1,418	\$1,518
12	\$1,401	\$1,501	\$1,601
13	\$1,520	\$1,620	\$1,720
14	\$1,646	\$1,746	\$1,846
15	\$1,771	\$1,871	\$1,971
16	\$1,896	\$1,996	\$2,096
17	\$2,021	\$2,121	\$2,221
18	\$2,146	\$2,246	\$2,346
19	\$2,271	\$2,371	\$2,471
20	\$2,396	\$2,496	\$2,596
21	\$2,522	\$2,622	\$2,722
27	\$3,954	\$4,054	\$4,154
28	\$4,106	\$4,206	\$4,306

APPENDIX C.3
ON-CALL COMPENSATION SCHEDULE

Grade	Effective Until Ratification		Effective Upon Ratification	
	On-Call Every 3 Weeks or Less	On-Call Every Week or Every Other Week	On-Call Every 3 Weeks or Less	On-Call Every Week or Every Other Week
4	\$62	\$124	\$82	\$144
5	\$64	\$128	\$84	\$148
6	\$66	\$132	\$86	\$152
7	\$69	\$138	\$89	\$158
8	\$72	\$144	\$92	\$164
9	\$76	\$152	\$96	\$172
10	\$80	\$160	\$100	\$180
11	\$85	\$170	\$105	\$190
12	\$92	\$184	\$112	\$204
13	\$101	\$202	\$121	\$222
14	\$111	\$222	\$131	\$242
15	\$121	\$242	\$141	\$262
16	\$131	\$262	\$151	\$282
17	\$141	\$282	\$161	\$302
18	\$150	\$300	\$170	\$320
19	\$160	\$320	\$180	\$340
20	\$170	\$340	\$190	\$360
21	\$180	\$360	\$200	\$380
27	\$300	\$600	\$320	\$620
28	\$300	\$600	\$320	\$620

APPENDIX D
RULES FOR THE ADMINISTRATION OF THE SALARY PLAN

1. **NEW APPOINTEES:**

A new appointee appointed to a position in a class shall be paid the minimum rate paid for the class unless the Commissioner of Human Resources, after consultation with the department head, shall certify to the County Legislature that it is impracticable to recruit at that particular time for the position at the then minimum salary. The County Legislature may then authorize recruitment at a higher step of the salary scale for such position.

2. **TEMPORARY OR PROVISIONAL APPOINTEES:**

An employee who has been continuously employed under temporary or provisional appointment shall, upon appointment on a permanent basis to a position with the same class title, be credited with the length of time as a provisional or temporary employee in determining the salary of his position.

3. **PROMOTIONS AND VOLUNTARY DEMOTIONS:**

When an Employee is promoted to a position in a higher grade, he shall be placed on that step of the new grade which is closest to the sum of his former rate plus two average increment steps in the new grade. When an Employee elects a voluntary demotion to a position in a lower grade, he shall be placed on the same increment step in the new grade as he was on in the former grade.

4. **REASSIGNMENTS:**

There shall be no immediate change in the salary rate of an employee reassigned to a new position unless his salary is below the approved minimum of the new position. If any employee is reassigned to a position having a higher salary range than the class from which he was reassigned, such change shall be deemed to be a promotion and the legal provisions governing promotions will apply.

5. **REALLOCATION:**

When an employee's position is reallocated or reclassified downward, the employee shall continue at the same grade and step, receiving increments and longevities as though no reallocation took place. New employees hired to this position shall be hired at the new and lower grade.

When an employee's position is reallocated or reclassified (unless upward reclassification is deemed a promotion for Civil Service purposes, in which case the promotion rule is applicable), the employee shall be placed on that step of the new grade which is nearest to but higher than his/her present salary and shall be, entitled to such annual increments and longevities which may be due.

Rule 5 shall not apply to Psychiatrists on staff on the date of ratification of this Agreement.

6. **REINSTATEMENTS:**

A reinstated employee shall be paid at a salary rate within the approved salary range for the position to which he is reinstated, but not in excess of the salary received at the time he

vacated his position. If an appointment to a higher level position fails to mature into a permanent appointment and the employee is reinstated to his former position without a break in service, the employee shall be placed at the step he would have received had he remained in the former position and had the unit head awarded the increments in accordance with the annual review.

7. PART-TIME OR HOURLY EMPLOYMENT:

All rates prescribed in the scales of pay are the standard rates of pay authorized for full-time employment. When employment is on a part-time or hourly basis, only the proportionate part of the rate for the time actually employed shall be paid.

8. TEMPORARY ASSIGNMENT IN HIGHER GRADE POSITION:

An employee assigned on a temporary or limited basis to a higher grade position shall receive the minimum of the higher grade position during such assignment unless his present rate of pay exceeds such minimum. Under such circumstances, the employee will be compensated in accordance with the procedure for promotion (Rule 3 above). This rule shall not be applicable in those instances where a temporary assignment is made as a result of either (1) one vacation period per calendar year (not to exceed three weeks) taken by another employee in a higher level position; or (2) the absence of any employee for a period of one workday or less.

9. TRAINEES:

Persons appointed to trainee positions shall be paid either one grade below the minimum of the grade for a one-year traineeship. For a two year traineeship, a trainee shall be paid two grades below the minimum of the grade for the first year and one grade below the minimum of the grade for the second year. Upon completion of the trainee program, the trainee shall be paid in accordance with the salary grade established for the class. This rule may be modified in exceptional cases by agreement of the County and the Union.

10. STEP PLACEMENT FOR NURSE PRACTITIONER, PSYCHIATRIST I, AND PSYCHIATRIST II:

The Commissioner of Behavioral and Community Health may authorize the appointment of a Nurse Practitioner, Psychiatrist I, or Psychiatrist II, to the grade and step in grade, which reflects the appointees' education, experience (post residency for Psychiatrists), and certification(s).

11. IMPLEMENTATION OF STEP 9:

All full-time employees on Step 8 as of December 31, 2014 shall move to Step 9 on January 1, 2016. Hourly and part-time employees on Step 8 as of December 31, 2014 will be reviewed in accordance with contract provisions to determine eligibility for movement to Step 9 on January 1, 2016. All other employees will continue to progress through the salary schedule in accordance with existing contract provisions.

APPENDIX E
DISABILITY BENEFITS

WEEKLY DISABILITY INCOME:

50% of average weekly wage, maximum of \$340.00 per week; minimum of \$15.00 per week

DURATION OF BENEFITS:

26 weeks of disability per 52 weeks.

WAITING PERIOD:

7 days.

The parties shall continue to share premium costs in the proportion 70% County share, 30% Employee share, provided, however, the County share shall never exceed \$9.00 per month per eligible Employee. All premium costs above \$9.00 per month otherwise attributable to the County shall be paid by each eligible Employee.

APPENDIX F

RULES FOR EMERGENCY RESPONSE DISPATCH 24 HOUR SCHEDULING ROTATION

1. **COVERED TITLES:**

The following titles in the Department of Emergency Response may be assigned to the scheduling provisions in this appendix (fulltime only, and includes any successor or new titles of similar functionality):

- Public Safety Call Taker
- Public Safety Dispatch Trainee
- Public Safety Dispatcher I
- Public Safety Dispatcher II
- Senior Public Safety Dispatcher

2. **SCHEDULING STRUCTURE:**

Covered titles in the Department of Emergency Response shall be assigned to one of a variety of four (4) week rotations of predominately ten (10) and fourteen (14) hour work periods in a combination of three (3) and four (4) day weeks. A schedule of assignments follows. Additional similar rotations of approximately the same duration may also be established from time to time consistent with the needs of the department. Employees may be assigned to different schedules depending upon the needs of the department including a limited number of eight (8) hour shifts. If, in addition to those presently working eight (8) hour shifts, the County establishes other eight (8) hour shifts, it will seek volunteers to fill such additional shifts. If there are no qualified volunteers, an employee(s) shall be assigned to each shift based on reverse seniority taking into the consideration the needs of the department.

3. **WORKING HOURS AND ASSIGNMENT:**

In those weeks where the schedule calls for thirty-seven (37) hours, employees shall be scheduled to work an additional three (3) hours to complete the forty (40) hour work week as otherwise provided herein. The County shall establish a recurring training, staff or special meeting schedule for the three (3) hours. The County shall give any affected employee two (2) weeks' notice of a change of such schedule. If the three (3) hours are not scheduled for training, staff, or special meetings, the employee may be assigned regular dispatching duties to work those three (3) hours during that work week.

4. **HOLIDAY ACCRUAL:**

Covered employees working other than eight (8) hour shifts will be prospectively awarded an accrual of forty-eight (48) hours of Holiday time on January 1, and fifty-six (56) hours of Holiday time on July 1 of each calendar year (based on eight (8) hours per Holiday that occur in the time period). This award is intended to provide flexibility to cover Holidays without creating the need to supplement time-off with additional benefit time.

A. **NEW HIRES TO COVERED TITLES:**

Employees hired into a covered title will remain covered by the provisions of Article VI, Section 4 and Article VII, Section 1 until the first January 1st or July 1st following completion of the Probationary Period.

B. PROMOTIONS/DEMOTIONS:

Employees in a covered title that are promoted, demoted, or otherwise appointed to another covered title will remain covered by this alternate Holiday Accrual.

C. WORKING ON A (ACTUAL) HOLIDAY:

A covered employee who is required to work on a Holiday shall be paid at the rate of time and one half the hours worked.

D. PAYMENT OF HOLIDAY TIME:

Article VI, Section 4 allows an employee working an actual Holiday to also receive their Holiday accrual as pay, therefore any covered employee working a Holiday (actual) may also use a corresponding number of Holiday hours to receive as pay. If a Holiday occurs on a normal day off (previously Article VI, Section 5) a covered employee may use up to eight (8) hours of accrued Holiday time to receive as pay. In both scenarios, for the purpose of FLSA and overtime, these awards of Holiday pay will not be considered time worked. The decision to receive Holiday time as pay will be in the discretion of the employee.

For the purpose of this section, the Holiday (actual) is the twenty-four (24) hour period of the actual holiday. If/when a shift occurs on multiple calendar days, only the portion of the shift occurring on the Holiday (actual) is eligible for this benefit section.

E. USE/APPROVAL OF HOLIDAY TIME:

Approval for use of Holiday time is in Department discretion taking into consideration the needs of the Department and employee.

F. ADJUSTMENT OF HOLIDAY TIME:

1. Covered employees who separate from service or move to a non-covered position, will forfeit eight (8) hours per Holiday that has not yet occurred within the six (6) month accrual period. *For example, an employee who separates November 15th will forfeit eight (8) hours for the Christmas Holiday that has not yet occurred.*
2. Covered employees on an unpaid leave of absence (unprotected) of at least five (5) days in a two (2) week period will forfeit time corresponding to the amount of calendar time missed. *For example, January 1 – June 30 is one hundred eighty-one (181) days (non-leap year) and an employee has an unpaid, unprotected leave starting March 16 through April 20 (employee returns April 21). This is a period of thirty-six (36) days missed or 19.89% of the period. When applied to the January accrual of forty-eight (48) hours, this creates a forfeit amount of 9.55 Holiday hours.*
3. If there is an insufficient accrual balance to recoup an amount due, the corresponding value may be withheld from a future/final paycheck.

G. PAYOUT BALANCE:

Any accrued and unused Holiday time will be paid effective the end of the calendar year and will not carry-over into future years. Additionally, any covered employees who separate from service or move to a non-covered position will receive any pay for outstanding Holiday accruals after applicable adjustments in sub-section F.

ILLUSTRATION OF TYPICAL SCHEDULING 28-DAY ROTATION
(Starting on a Saturday)

Name	Sa 1	Su 2	Mo 3	Tu 4	We 5	Th 6	Fr 7	Sa 8	Su 9	Mo 10	Tu 11	We 12	Th 13	Fr 14	Sa 15	Su 16	Mo 17	Tu 18	We 19	Th 20	Fr 21	Sa 22	Su 23	Mo 24	Tu 25	We 26	Th 27	Fr 28
Disp 1	C	A	A	B							A	D	B	B		F			A	A	A	E	B	B				
Disp 2	A	C	A	B							A	B	D	B			F		A	A	A	B	E	B				
Disp 3	A	A	C	B							A	B	B	D					F	A	A	B	B	E				
Disp 4				A	D	B	B		F			A	A	A	E	B	B					C	A	A	B			
Disp 5				A	B	D	B			F		A	A	A	B	E	B					A	C	A	B			
Disp 6				A	B	B	D				F	A	A	A	B	B	E					A	A	C	B			
Disp 7	E	B	B					C	A	A	B							A	D	B	B		F			A	A	A
Disp 8	B	E	B					A	C	A	B							A	B	D	B			F		A	A	A
Disp 9	B	B	E					A	A	C	B							A	B	B	D				F	A	A	A
Disp 10		F			A	A	A	E	B	B					C	A	A								A	D	B	B
Disp 11			F		A	A	A	B	E	B					A	C	A	B							A	B	D	B
Disp 12				F	A	A	A	B	B	E					A	A	C	B							A	B	B	D
Relief 1			G		G	G	G	G	G	G				G	G	G	G	G							G	G	G	G
Relief 2	G	G	G	G							G	G	G	G			G		G	G	G	G	G	G				G

A	10 Day	07:00am - 05:00pm
B	14 Night	05:00pm - 07:00am
C	7-1 Day	07:00am - 01:00pm
D	10-7 Night	10:00pm - 07:00am
E	7-7 Night	07:00pm - 07:00am
F	3 Hour Projects	09:00am - 12:00pm
G	12-10	12:00pm - 10:00pm

APPENDIX G
STIPULATIONS

Attached are some of the most frequently used Stipulations. Other Stipulations, not attached, remain in effect unless they have “sunset” by their terms or have otherwise been terminated.

1. CSEA PARKING DEDUCTION STIPULATION
UNDATED
2. TRAINEE STIPULATION
DATED: MARCH 23, 1987
3. VACATION ACCRUAL STIPULATION
EFFECTIVE: DECEMBER 31, 1996
4. PARKING AT THE DEPARTMENT OF COMMUNITY AND FAMILY SERVICES BUILDING LOT
DATED: AUGUST 28, 2018
5. CHILD PROTECTIVE SERVICES STIPEND STIPULATION
DATED SEPTEMBER 1, 2019
6. DEPARTMENT OF PUBLIC WORKS PUBLIC TRANSIT DIVISION MEMORANDUM OF AGREEMENT
DATED: APRIL 22, 2022

CSEA PARKING DEDUCTION STIPULATION

IT IS HEREBY STIPULATED AND AGREED TO by and between the parties that:

A. Parking Deduction - CSEA has asked the County to take a payroll deduction from requesting employees so that CSEA may contract to secure bulk parking spaces from the City of Poughkeepsie at a discount for certain unit employees. In addition to its obligation to make certain payroll deductions set forth in Section 2 "Membership Dues" of Article II of the contract, the County agrees to make an additional payroll deduction as set forth below:

1. The County will make bi-weekly (14 day) payroll deductions in the amount designated by the employee on the parking payroll deduction authorization request form.
2. Requests for deductions must be submitted on the appropriate authorization form at least three weeks prior to the payroll for which the deduction is to be made.
3. Any request to modify the parking payroll deduction or to begin or stop a deduction shall be on at least three weeks' notice to the County on the appropriate authorization form. No more than two changes can be made in any calendar year.
4. The County shall send deductions for employee parking on the Monday following each pay day to Allright Poughkeepsie, P.O. Box 300, Poughkeepsie, New York 12602 or as the City otherwise advises upon reasonable notice. The check shall be accompanied by the following information: a list of each employee for whom a deduction has been made and the amount of that deduction.
5. The County will not make any modifications or adjustments to deductions to correct for over or under payments to the City for parking. All such adjustments shall be made between the City and CSEA or the employee by separate arrangements as those parties may so decide.
6. The County's sole responsibility shall be to make the deductions as provided on the parking payroll deduction authorization and to forward that on the Monday following each payroll with the information referenced in paragraph 5 hereof to Allright Poughkeepsie or as the City otherwise advises upon reasonable notice.

TRAINEE STIPULATION

IT IS HEREBY STIPULATED AND AGREED TO by and between the parties that:

The County and the Union agree to modify the contract provisions of Appendix D, Section 9 Trainees as follows for employees who are promoted to trainee positions:

- 1) Increment and longevity awards may be made to qualifying employees pursuant to the annual performance appraisal, effective the first full pay period following the employee's adjusted anniversary date. Effective January 1, 1994 increment and longevity awards may be made to qualifying employees pursuant to the annual performance appraisal, effective on the employee's adjusted increment and/or longevity date.
- 2) Longevity awards will be paid at the job group rate for the employee's current position.
- 3) Increment awards will be paid at the job group rate for the employee's current position.
- 4) Upon completion of the traineeship, the employee will be placed in the grade of the full performance position at the step closest to but higher than the employee's current step. Any existing longevities will not be considered in this computation and will remain at the job group rate in effect at the time of the appointment to the trainee position.
- 5) This stipulation applies to the following titles:

Social Welfare Worker I	-trainee
Social Welfare Worker II	-full performance
Engineering Aide Trainee	-trainee
Engineering Aide	-full performance
Probation Officer Trainee	-trainee
Probation Officer	-full performance

Additional titles may be added as necessary.
- 6) This stipulation will take effect on January 1, 1987 for eligible employees, whose anniversary dates fall after that day. Any awards will be retroactive to the first full pay period following the employee's anniversary date.

Dated: 3/23/87

VACATION ACCRUAL STIPULATION

IT IS HEREBY STIPULATED AND AGREED TO by and between the parties that:

Employees paid on an hourly basis shall be permitted to accrue up to 45 days of vacation based on the normal workday for their title, as if they were a full time employee, prorated as described in Article X Section 12 of the collective bargaining agreement. Employees with a normal workday of eight hours may accrue up to 360 hours. Employees with a normal workday of seven hours may accrue up to 315 hours. Any time accrued beyond the limit will be forfeited by the Employee. Employees will receive a notice that they are approaching their vacation limits on their paycheck.

If the hourly Employee moves to a full time position or vice versa, his vacation time will move with him.

If an Employee leaves County employment, he may be paid for a maximum of 45 days of vacation based on their normal prorated working schedule. For example, employees who work 17.5 hours per week may only be paid up to a limit of 157.5 hours.

Employees who work 20 hours per week may only be paid up to a limit of 180 hours.

The cap on vacation time for employees paid on an hourly basis will be effective on 12/31/96.

PARKING AT THE DEPARTMENT OF COMMUNITY AND FAMILY SERVICES BUILDING LOT

STIPULATION

BY AND BETWEEN

THE COUNTY OF DUTCHESS ("County")

AND

**THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC. LOCAL 1000, AFSCME/AFL-CIO
("CSEA")**

IT IS HEREBY STIPULATED AND AGREED, by and between the County and the CSEA as follows:

WHEREAS, the County and the CSEA have negotiated a Collective Bargaining Agreement (2017-2020) dated April 30, 2018, and

WHEREAS, in or about June of 1987, the County and the CSEA entered into a stipulation in order to determine which CSEA employees, if any, may be entitled to park in the County-owned parking lot located behind the Department of Community and Family Services ("DCFS") at 60 Market Street, Poughkeepsie, New York, and

WHEREAS, the parties desire to modify the stipulation to provide as follows:

1. The County and the CSEA agree to assign certain parking spaces in the DCFS Lot as follows:
 - a) The County will assign available parking spaces to CSEA members on the basis of seniority. "Seniority," for the purposes of this Stipulation, shall mean civil service seniority, rather than seniority/years worked at the DCFS. The County will award one (1) point for each completed year of service. The employees will be polled for interest starting at the top of the list.
 - b) Employees assigned a parking space will pay \$20.00 per month, in check form, payable to "Department of Community & Family Services." Payment is due the first working day of each month. Failure to pay by the 5th of each month will result in the employee's parking privilege being revoked.
 - c) The County may raise the \$20.00 fee in its discretion, following discussion and input from the CSEA.
 - d) If the County needs to utilize any or all of the allocated spaces, the lowest-ranking CSEA employee on the parking list shall lose their assigned parking space. The process shall continue until the County has obtained the number of spaces it needs. The County will give a minimum of one calendar month's notice to affected employees.
 - e) The County reserves the right to reassign a parking space to an employee outside the CSEA when a CSEA employee with an assigned parking space ceases to work for the Department of Community and Family Services. Employees on a leave of absence lasting for more than one calendar month will have his/her space temporarily offered to the next CSEA employee on the parking list.

Dated: August 2018

CHILD PROTECTIVE SERVICES EMPLOYEE STIPEND STIPULATION

STIPULATION BY AND BETWEEN COUNTY OF DUTCHESS ("COUNTY") AND THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC. LOCAL 1000, AFSCME/AFL-CIO DUTCHESS COUNTY UNIT, DUTCHESS COUNTY LOCAL 814 ("CSEA")

IT IS HEREBY STIPULATED AND AGREED by and between the parties as follows:

WHEREAS, the County and the CSEA are parties to a Collective Bargaining Agreement (2017-2020), which provides, among other things, that the CSEA is the exclusive representative for employees of the CSEA Unit, which includes Case Manager II CPS (Grade 14, full time), Case Supervisor, assigned to CPS (Grade 16, full time), and

WHEREAS, notwithstanding any contrary terms in the parties' Collective Bargaining Agreement, the parties agree to the following:

1. This Stipulation shall apply only to the positions of Case Manager II CPS and Case Supervisor assigned to CPS. The Employees whose names appear in the attached Appendix A represent those DCFS employees who are presently working in the title of Case Manager II CPS and Case Supervisor assigned to CPS. In addition to their ordinary routines, these employees are also assigned to provide afterhours coverage on a 24 hour / 7 day a week basis to address CPS emergencies and initiate investigations of reports of suspected child abuse or maltreatment.
2. The parties mutually agree that, in consideration for the work performed as outlined in Paragraph 1, the Employees listed in the attached Appendix A, so long as they occupy the positions listed in Paragraph 1, or who held either position during the period of January 1, 2019 to execution of this Stipulation and who are currently employed by the DCFS, shall receive an annual stipend of **Five Thousand Dollars (\$5,000.00) Dollars** each. A retroactive payment will be made from January 1, 2019, or the date of assignment to the covered position following January 1, 2019 listed in paragraph 1, to date of full execution of this Stipulation. From date of full execution forward, the stipend shall be payable in equal installments during regular payroll periods commencing with the first pay period following full execution of this Stipulation.
3. Amendments to the list in Appendix A shall only be by mutual agreement of the parties, which shall not require a new fully-executed Amendment to this Stipulation, but rather, may be confirmed by personnel report or action.

This stipend shall be awarded in consideration of the foregoing, and for other good and valuable consideration.

THIS STIPULATION SHALL HAVE NO PRECEDENTIAL VALUE, AND SHALL NOT CONSTITUTE A PAST PRACTICE, SHALL NOT BE CONSTRUED TO CREATE, ALTER, OR NEGATE A TERM AND CONDITION OF EMPLOYMENT, SHALL NOT BE GRIEVABLE OR

ARBITRABLE, NOR SHALL IT BE USED IN ANY FUTURE PROCEEDING BY AND BETWEEN THE PARTIES REGARDLESS OF THE FORUM.

DATED: 5TH DAY OF SEPTEMBER, 2019

**APPENDIX A INTENTIONALLY NOT ATTACHED AND IS AVAILABLE UPON REQUEST BY
CONTACTING HUMAN RESOURCES OR CSEA**

DEPARTMENT OF PUBLIC WORKS TRANSIT DIVISION MEMORANDUM OF AGREEMENT

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
THE COUNTY OF DUTCHESS
AND
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.,
LOCAL 1000 AFSCME, AFL-CIO,
DUTCHESS COUNTY UNIT
DUTCHESS COUNTY LOCAL #814**

WHEREAS, the County of Dutchess ("County") and the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO, Dutchess County Unit, Dutchess County Local #814 ("CSEA") are signatories to a Collective Bargaining Agreement; and

WHEREAS, a contract vendor has operated and managed the transit system in Dutchess County and employed various employees; and

WHEREAS, effective on or about April 30, 2022, the contract vendor will no longer be providing said service; and

WHEREAS, effective on or about May 1, 2022, County employees will perform the operation of the County transit system under the Public Transit Division of the Department of Public Works; and

WHEREAS, the County intends to offer employment to employees who previously provided this service under the contract; and

WHEREAS, the County has determined that the titles of the employees who will be offered employment by the County are most appropriately in the current bargaining unit represented by CSEA. Attached hereto as Exhibit 1 are the titles and grade allocations added to the CSEA bargaining unit; and

WHEREAS, the County and CSEA have entered into good faith negotiations regarding the transition of the former contracted employees (also referred to as "Exhibit 1 Employees" or "Employee(s)") to the County and the terms and conditions of employment of the former contracted employees who will be employed by the County in the operation of the transit system.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

Exhibit 1 Employees transitioning to County employment, on or about May 1, 2022, will be subject to the following provisions:

1. RECOGNITION OF SERVICE CREDIT.

A. Employees will be given seniority credit for full-time service, per Exhibit 1, which will count toward the following:

1. Earning of Longevity awards; and
2. Rate at which Vacation time is accrued; and
3. Date when health insurance contribution changes after ten (10) years of service; and
4. Seniority for bidding purposes within the Public Transit Division; and
5. County service credit for the purpose of retiree health insurance.

Anniversary/accrual dates associated with the benefits outlined in paragraphs 1-5 above will occur on the Employee's anniversary date, based on Exhibit 1 date of hire, except as described in paragraph 5, titled "Awarding of Accruals", and any subsequent adjustments that may occur in compliance with the CSEA Collective Bargaining Agreement and current procedures.

B. Employees will not receive any service credit for the following purposes:

1. Sick accrual, which is based upon the date of hire with the County, and will be May 1, 2022. Employees will earn ten (10) days per year in compliance with Article VII, Section 3(b) of the Collective Bargaining Agreement.
2. New York State Retirement System service credit.

C. Retroactive salary adjustments in any future contract settlement will only be calculated on County time from May 1, 2022 forward.

2. APPOINTMENT AT OTHER THAN FIRST STEP.

Employees will be placed at the Grade and Step according to Exhibit 1, Appointment Chart for Employees of Public Transit Division of the Department of Public Works.

Additional step advancement will occur on the employee's anniversary date, based on their Exhibit 1 date of hire, with any subsequent adjustments that may occur in compliance with the Collective Bargaining Agreement and current procedures.

3. ADJUSTMENT OF WAITING PERIODS FOR HEALTH, VISION AND DENTAL INSURANCE.

The employee eligibility waiting period for health, vision and dental insurance benefits will be amended to be effective on date of hire, May 1, 2022, so long as the transitioning employee properly enrolls by May 30, 2022.

If an Employee does not properly enroll for these benefits by May 30, 2022, all effective dates for health, vision and dental insurance will return to the parameters defined in the existing Collective Bargaining Agreement, Article VIII.

If an Employee does not physically report to work by May 30, 2022, all effective dates for health, vision and dental benefits will return to the parameters defined in the existing Collective Bargaining Agreement.

4. AWARDING OF RIGHTS.

- A. Upon appointment, all Employees, except Building Maintenance Mechanic I and Stockroom Assistant, will be in a Provisional civil service status and will be considered an "at will" employee, and will fall under one of the following:
1. For titles to be petitioned to the State to be removed from the competitive class, they shall be "Pending Jurisdictional Classification"; or
 2. For those titles remaining competitive, they shall remain Provisional following administration of an exam, until subsequent appointment from an eligible list.
- B. Recognizing CSEA's desire to afford a reasonable degree of employment rights during this transition and the County's need to be able to review the performance of these employees:
1. Employees provisionally appointed to positions proposed for Non-Competitive status will receive rights under New York State Civil Service Law §75 after six (6) months of County service for matters related to misconduct or incompetence. For all other matters, the employee will remain at will. In the event the position is not approved for Non-Competitive status, the rules below for competitive class position(s) will become effective immediately.
 2. Employees provisionally appointed to competitive class positions will receive rights under New York State Civil Service Law §75 after six (6) months of County service for matters relating to misconduct and/or incompetence. For all other matters, the employee will remain at will. The benefit is not meant to convey any real or perceived "right" to employment including:
 - a. The candidate is responsible to apply for the civil service exam appropriate for their title, which the County shall provide notice of at least twenty-one (21) calendar days to each effected employee in advance of the application expiration for the applicable test;
 - b. The candidate must pass and be eligible in the Rule of 3, pursuant to Civil Service Law, in order to be permanently appointed;
 - c. Failure to meet the conditions, as outlined in 2(a) and 2(b), above will/may result in employee termination at the County's discretion without additional due process.
- C. Upon permanent appointment, the employee will be required to serve a Civil Service Probationary Period
1. The occurrence of a Probationary Period may occur before, during, or after the awarding of the rights above

- a. If the employee has not received the rights under New York State Civil Service Law §75, for matters relating to misconduct and/or incompetence, above when the Probationary Period begins, they will serve the Probationary Period per normal procedures, but shall still receive rights under New York State Civil Service Law §75, for matters relating to misconduct and/or incompetence, after the completion of collectively six (6) months of County service from the original date of hire with the County.
 - b. If the awarding of this benefit occurs during the employee serving their probationary period, they will receive the designated rights in addition to serving the Probationary Period.
 - c. If the Probationary Period occurs after the employee has been awarded the rights above, they will retain these additional protections throughout the probationary period.
2. The Probationary Period may be completed early contingent on the existing Rules of Civil Service, but nothing herein is intended to waive the requirement.

Nothing herein shall in any way diminish, abrogate, or reduce the County's rights pursuant to New York State Civil Service Law, or Dutchess County Rules for Classified Civil Service.

5. AWARDING OF ACCRUALS.

- A. Recognizing the desire of the County and CSEA to maintain a continuity of operations that respects the work/life balance of transit employees, the parties agree to the following:
 1. Vacation time:
 - a. Dutchess County will provide a prorated award of vacation time for Exhibit 1 Employees for January 1, 2022 – April 30, 2022 based upon the below chart taking into account that the County is recognizing service time in Exhibit 1 as County service for the rate at which vacation is accrued. This accrual will be prorated based upon service time for those hired after January 1, 2022. These hours will be considered earned and not subject to recoupment.
 - b. Dutchess County will front load vacation accruals that would be earned from May 1, 2022 – December 31, 2022 on May 1, 2022, based upon the below chart taking into account that the County is recognizing service time in Exhibit 1 as County service for the rate at which vacation is accrued. These balances are unearned on award. Upon separation prior to December 31, 2022, the County will recoup the time, if unused, or the equivalent dollar amount of the "front loaded" vacation accrual in this paragraph from the employee's last paycheck, with notification to the employee and Union President. As it relates to this vacation recoupment, all other provisions in Collective Bargaining Agreement Article IV, Section 9 "Recoupment" are waived.

Years of Service	Vacation Days In 1 Year	Awarded* Vacation Days 1/1 - 4/30	Front Loaded** Vacation Days 5/1 - 12/31	Days Forfeited if Separation Prior to		
				7/1/2022	10/1/2022	1/1/2023
0 - 1	10	3.33	6.67	5.00	3.33	0.00
2 - 5	10	3.33	6.67	5.00	3.33	0.00
6 - 11	15	5.00	10.00	7.50	5.00	0.00
12 - 15	18	6.00	12.00	9.00	6.00	0.00
16 - 20	20	6.67	13.33	10.00	6.67	0.00
21 +	25	8.33	16.67	12.50	8.33	0.00

*Awarded: not subject to forfeit if separation occurs prior to 1/1/2023

**Front Loaded: subject to forfeit based on the parameters in the above chart if separation occurs prior to 1/1/2023

- c. Upon the occurrence of time off the payroll, the County will recoup a prorated reduction of the "front loaded" vacation accrual in either time, if unused, or the equivalent dollar amount of the "front loaded" vacation accrual from an employee's paycheck, with notification to the employee and Union President. As it relates to this vacation recoupment, all other provisions in Collective Bargaining Agreement Article IV, Section 9 "Recoupment" are waived.
2. An accrual of sick time will be awarded on an hour for hour basis based on the balance at the time of separation from the contracted vendor;
3. Personal Time will be awarded on a prorated basis per existing Collective Bargaining Agreement provisions.
- B. Awarding of the actual accrual balances will be determined on an employee-by-employee basis.
- C. Earned accruals upon hire with Dutchess County shall only be paid out at separation from County employment pursuant to the terms of the CSEA Collective Bargaining Agreement.
6. **TEMPORARY TRANSITION ADJUSTMENT PAYMENT (TTAP).**
 Certain Employees will be awarded a temporary salary adjustment payment to off-set changes in employee deductions for pension and health insurance costs, as defined below.
 - A. This temporary transition adjustment payment will be effective as of May 1, 2022, however, it will not be implemented until the employee finalizes their insurance selections

and payment will be made as soon as practicable. Under no circumstances will the County issue an off-cycle check.

- B. This temporary transition adjustment payment will immediately cease on December 31, 2022, or when the adjusted threshold goes below fifty dollars (\$50.00) in a pay period, whichever occurs first.
- C. The temporary transition adjustment payment will be calculated on a per employee basis according to the following formula:

Vendor Gross Annual Salary (based on 2080 hours, rate as of 1/1/22) Less: Employee Pension Contribution (as of 1/1/22) <u>Less: Employee Health Ins. Contribution (As of 1/1/22)</u> Equals: Vendor Deduction Subtotal	County Gross Annual Salary (based on Grade/ Step/ Longevity on appointment) x 1.06 which represents the CSEA salary being 2 years behind (non-binding estimated COLA's)* Less: Employee Pension Contribution (as of 5/1/22) <u>Less: Employee Health Ins. Contribution (As of 5/1/22)</u> Equals: County Deduction Subtotal
Vendor Deduction Subtotal <u>Less: County Deduction Subtotal</u> Equals: Deduction Subtotal Variance If per payroll Deduction Subtotal Variance is less than \$50.00 or negative: Treat as less the \$50.00 If per payroll Deduction Subtotal Variance is \$50.00 or greater: This amount is the Temporary Transition Adjustment Payment amount and will be converted to a per payroll adjustment and added to the employee reimbursement	

- D. The Temporary Transition Adjustment Payment amount will be recalculated if:
1. *Upon adoption of the CSEA contract, this non-binding estimate formula will be removed from the formulas above, and the salary will be adjusted to reflect actual negotiated amounts.
 2. The employee stops, or otherwise reduces their health insurance contribution (i.e. goes from family to single, and/or transitions from twenty percent (20%) to fifteen percent (15%) contribution) the Temporary Transition Adjustment Payment will be recalculated and reduced;
 3. It is determined an employee was previously enrolled in NYSLRS, or is a member of a retirement Tier that experiences a reduction in employee contribution, the Temporary Transition Adjustment Payment will be reduced to reflect their actual contribution if any.
 4. The employee goes on any unpaid leave of absence, the Temporary Transition Adjustment Payment will be suspended for the period of the unpaid leave. (Return from such leave does not incur a "retro" payment). Unpaid leave of absence for the purpose of this benefit will include any absence where there are no hours paid for County work (regular or overtime) or benefit time used (Holiday, Vacation, Personal,

Sick, Comp). Periods of absence for Workers Comp, Paid Family Leave or Disability without accompanying benefit time use will be considered an unpaid leave of absence.

5. The employee reduces their work schedule (e.g. from full time to part time) the Temporary Transition Adjustment Payment will be discontinued (this would also incur changes in Health Insurance contribution and other benefit changes)
 6. An employee earns a Longevity or Step, at the beginning of the next payroll week the Temporary Transition Adjustment Payment will be reduced by the amount of the Longevity or Step;
 7. An employee is promoted, or otherwise takes another position with the Public Transit Division of the Department of Public Works. Employment outside of the Public Transit Division will end the Temporary Transition Adjustment Payment.
- E. The Temporary Transition Adjustment Payment amount will not change if:
1. The employee works additional hours (e.g., overtime);
 2. The employee increases their health insurance contribution. (e.g., move from single plan to family plan or MVP to NYSHIP);
 3. The employees' pension contribution increases (e.g., due to overtime);
- F. The Temporary Transition Adjustment Payment will be a non-discretionary bonus for the Fair Labor Standards Act calculation of overtime.

7. TRANSITIONING EMPLOYEE EXCLUSION.

A condition of receipt of the benefits set forth in this stipulation shall be that every affected employee report to work on the first day of his/her regularly scheduled shift. Failure to do so without authorization may result in ineligibility for the benefits set forth herein, in the County's discretion.

8. POLICY ADOPTION.

CSEA and the County agree to review and adopt policies and work rules, which may constitute mandatory subjects of negotiations. Documents will be adopted and amended as needed through Labor Management discussions with the approval of the County and CSEA.

9. BIDDING AND SPLIT SHIFTS.

The parties agree that the current bidding process and split shifts will remain in effect until at least March 31, 2023 unless otherwise agreed to by the parties. The County will forward all of the current schedules to CSEA, by or before April 11, 2022, for review.

However, it is agreed that the parties will continue to negotiate the impact, additional benefits or compensation, and continuation of schedules, or not, for employees on shifts that contain multiple unpaid break periods throughout the shift(s), which are different from traditional split

shifts that contain a long break of several continuous hours. The parties plan to meet and discuss specific scheduling issues with the intent to resolve them by September 30, 2022.

10. **NO OTHER MODIFICATIONS.**

Except as otherwise provided herein, all other provisions of the Collective Bargaining Agreement between the County and CSEA shall apply to the Exhibit 1 Employees.

Dated: 22nd day of April, 2022

**EXHIBIT 1 INTENTIONALLY NOT ATTACHED AND IS AVAILABLE UPON REQUEST BY
CONTACTING HUMAN RESOURCES OR CSEA**