

RESOLUTION NO. 2015190

RE: RATIFYING THE 2011-2016 AGREEMENT BETWEEN
DUTCHESS COUNTY AND THE DUTCHESS
COUNTY SHERIFF'S EMPLOYEES ASSOCIATION
AND AMENDING THE 2015 ADOPTED COUNTY
BUDGET TO EFFECTUATE THE SALARY ADJUSTMENTS

Legislators BORCHERT, FLESLAND, BOLNER, SAGLIANO, WEISS,
JETER-JACKSON, MAC AVERY, and FARLEY offer the following and move its adoption:

WHEREAS, the negotiating teams for Dutchess County and the Dutchess County Sheriff's Employees Association (DCSEA) have negotiated a proposed Collective Bargaining Agreement regarding the terms and conditions of employment for the bargaining unit for the years 2011 through 2016, and

WHEREAS, the DCSEA has ratified a Memorandum of Agreement which modifies the 2007 – 2010 Collective Bargaining Agreement, and

WHEREAS, a copy of the Memorandum of Agreement is attached hereto and made a part hereof, and

WHEREAS, the terms of the Memorandum of Agreement are incorporated into the Collective Bargaining Agreement and all other provisions of that Collective Bargaining Agreement remain unchanged except for modification of dates where applicable, and

WHEREAS, Dutchess County and the Dutchess County Sheriff's Employees Association shall execute a new Collective Bargaining Agreement which incorporates the terms of the Memorandum of Agreement, and

WHEREAS, a copy of the proposed Collective Bargaining Agreement, as modified, is attached hereto and made a part hereof, and

WHEREAS, it is now necessary to amend the 2015 Adopted County Budget to reflect the fiscal changes resulting from the ratification of the Memorandum of Agreement and Collective Bargaining Agreement, and

WHEREAS, Exhibit A attached hereto outlines the necessary budget amendments to fulfill the intent of this resolution, now, therefore be it

RESOLVED, that the Memorandum of Agreement and the proposed Collective Bargaining Agreement between Dutchess County and the Dutchess County Deputy Sheriff's Employees Association (DCSEA) be ratified, and be it further

RESOLVED, that the County Executive is hereby authorized and empowered to execute and deliver the Collective Bargaining Agreement on behalf of the County which

incorporates the terms of the Memorandum of Agreement adopted by this Legislature in substantially the same form as that is attached hereto and made a part hereof, and be it further

RESOLVED, that the Commissioner of Finance is authorized, empowered, and directed to amend the 2015 Adopted County Budget as set forth on Exhibit A attached hereto and made a part hereof, and be it further

RESOLVED, that the Commissioner of Finance is further authorized, empowered, and directed, within the appropriations authorized herein, to make such other amendments as necessary to facilitate transfers among departments and the Appropriated Fund Balance to implement the provisions of the salary adjustments as set forth on Exhibit A attached hereto and made a part hereof.

CA-110-15
CEN/G-0175-A
06/11/15

Fiscal Impact: See attached statement

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 13th day of July 2015, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 13th day of July 2015.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

DCSEA Contract Settlement

APPROPRIATIONS

Increase

A.3150.1010	Positions	\$1,310,204
A.3150.8100	Payments to Retirement System	\$113,175
A.3150.8200	Payments to State Social Security	\$43,290
		<u>\$1,466,669</u>

REVENUES

Increase

A.9998.95990	Appropriated Fund Balance	\$1,466,669
		<u>\$1,466,669</u>

FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ 1,466,669

Total Current Year Revenue \$ _____
and Source

Appropriated Fund Balance

Source of County Funds (check one): Existing Appropriations, Contingency,
 Transfer of Existing Appropriations, Additional Appropriations, Other (explain).

Identify Line Items(s):

A.9998.95990 Appropriated Fund Balance

Related Expenses: Amount \$ _____

Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): \$1,466,669

Contract Period 1/1/11-12/31/16: \$3,404,936

Additional Comments/Explanation:

Prepared by: Rachel Kashimer, Budget Office

Prepared On: 5/26/2015

FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ 1,466,669

Total Current Year Revenue \$ _____
and Source

Appropriated Fund Balance

Source of County Funds *(check one)*: Existing Appropriations, Contingency,
 Transfer of Existing Appropriations, Additional Appropriations, Other *(explain)*.

Identify Line Items(s):

A.9998.95990 Appropriated Fund Balance

Related Expenses: Amount \$ _____

Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): \$1,466,669

Contract Period 1/1/11-12/31/16: \$3,404,936

Additional Comments/Explanation:

Prepared by: Rachel Kashimer, Budget Office

Prepared On: 5/26/2015

MEMORANDUM OF AGREEMENT

BY AND BETWEEN

THE COUNTY OF DUTCHESS, DUTCHESS COUNTY SHERIFF

AND

THE DUTCHESS COUNTY SHERIFF'S EMPLOYEES ASSOCIATION

The January 1, 2007, through December 31, 2010 Collective Bargaining Agreement by and between the parties is hereby modified as follows. All other provisions remain unchanged except modification of dates, formatting, and "housekeeping" language where applicable.

1. **Term of Agreement.** January 1, 2011 through December 31, 2016.

2. **Article IV, Section 2, Salaries.**

2011 – 0%

2012 – 0%

2013 – 0%

Effective July 1, 2014, the salary schedule shall be increased by 2.00%.

Effective July 1, 2014, the monetary increase from Step 5 to 6, Step 6 to 7, and Step 7 to 8 shall be 2.7%.

Effective July 1, 2014, the monetary increase from Step 8 to Step 9 shall be 3.00%.

Effective January 1, 2015, the salary schedule shall be increased by 2.00%.

Effective January 1, 2016, the salary schedule shall be increased by 2.50%.

3. **Article VIII, Section 3, Dental Plan.**

Effective January 1, 2015, \$90.00 per employee per month.

4. **Article VIII, Section 5, Vision Plan.**

Effective January 1, 2015, the employer shall contribute \$130.00 annually per employee.

5. Article X, Section 13, Flex 125 Plan

Add: "...and effective January 1, 2015, non-reimbursed medical expenses...".

6. Article X, Section 15, General Municipal Law Section 207-c.

The parties agree to meet at the request of either party at a Labor-Management Meeting at which the parties will discuss the General Municipal Section 207-c Policy and Procedure.

Dated: June 15, 2015

COUNTY OF DUTCHESS

BY:  _____

Dated: June 12, 2015

DUTCHESS COUNTY SHERIFF

BY:  _____

Dated: June 12, 2015

DUTCHESS COUNTY SHERIFF'S
EMPLOYEES ASSOCIATION

BY:  _____

AGREEMENT

BY AND BETWEEN

THE SHERIFF OF THE COUNTY OF DUTCHESS,

THE COUNTY OF DUTCHESS,

AND

**THE DUTCHESS COUNTY SHERIFF'S EMPLOYEES
ASSOCIATION**

January 1, 2011 through December 31, 2016

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THIS AGREEMENT, made as of the _____ day of _____, 2015, by and between the **SHERIFF OF THE COUNTY OF DUTCHESS**, a public officer of the State of New York, having his principal office at 150 North Hamilton Street, Poughkeepsie, New York 12601 and the **COUNTY OF DUTCHESS**, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to collectively as the “Employer” and respectively as the “Sheriff” and the “County”), and the **DUTCHESS COUNTY SHERIFF’S EMPLOYEES ASSOCIATION/DCSEA**, having its principal place of business at 150 North Hamilton Street, Poughkeepsie, New York 12601 (hereinafter referred to as the “Union”).

WITNESSETH :

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:

“Adjusted Benefit Date” means the date on which an Employee is hired, adjusted by adding any period of more than five (5) consecutive days during which the Employee does not appear on the payroll. This date effects accrual of leave time.

“Adjusted Longevity or Increment Date” means the date on which an Employee is hired, adjusted by adding any period of more than five (5) consecutive days during which the Employee does not appear on the payroll. This date effects eligibility dates for increment or longevity awards.

“County” - means the County of Dutchess and its units of government.

“County Executive” - means the chief executive officer of the County, as that office is defined and established in Article III of the Dutchess County Charter, or his designee.

“Employee(s)” - means a member of the workforce of the Employer who is duly appointed to one of titles set forth in Appendix “A”, annexed to and made a part of this Agreement, who works the basic workweek set forth in Appendix “A”.

“Employer” - means the County and the Sheriff as co-employers pursuant to Article XIV of the New York State Civil Service Law.

“He” - means she, pursuant to Section 22 of the General Construction Law.

“Sheriff” - means the duly elected Sheriff of the County as that office is defined in Article XXIII of the Dutchess County Charter, or his designee.

“Union” - means the Dutchess County Sheriff’s Employees Association/DCSEA.

“Unit” - means the following divisions within the Sheriff’s Office: (1) the Dutchess County Corrections Division and civilian staff; and (2) the Dutchess County Sheriff’s Office civilian staff.

ARTICLE II
RECOGNITION

Section 1. Representation

The Employer 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 Employer shall limit access to County property only to representatives of the Union, except where required by law.

Section 2. Membership Dues

The Employer 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 Employer and the Union for those Employees who sign an authorization form permitting such payroll deductions.

Section 3. Agency Shop Fee

The County shall deduct from the wages of each Employee hired by the County, who is not a member of the Union, an agency shop fee in accordance with the provisions of Section 208(3)(b) of the Civil Service Law. Such agency shop fee shall be deducted from the wages of such Employee commencing with the first full payroll period after his date of employment. Agency shop fees shall be deducted and paid pursuant to the same procedures used in Section "2" of this Article, except that the County will separately designate, at the time of deduction, membership union dues and agency shop deductions. The Union shall establish and maintain a procedure providing for the refund to any Employee demanding the return of any part of the agency shop fee deductions which represent the Employee's pro rata share of the expenditures by the Union in aid of activities or causes only incidentally related to the terms and conditions of employment.

Section 4. No Strike Affirmation

The Union affirms that it shall not assert the right to strike against the Employer, 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 Employer agrees that the Union is the sole and exclusive negotiating representative for the Employees 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 by the Employer 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 by the County to be managerial or confidential.

Section 3. Amended Appendices

Updated Appendices "A" indicating modifications of the Unit as authorized above, shall be provided by the Employer to the Union on a quarterly basis.

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 B)
- (b) Annual Salary Schedules for 2011 – June 30, 2014 (Appendices C.1 and C.2)
- (c) Annual Salary Schedules for 2014, effective July 1, 2014 (Appendices D.1 and D.2)
- (d) Annual Salary Schedules for 2015 (Appendices D.3 and D.4)
- (e) Annual Salary Schedules for 2016 (Appendices D.5 and D.6)
- (f) Longevity Schedule (Appendix D.7)
- (g) Rules for Administration of the Salary Plan (Appendix E)

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

Section 2. Salaries

- (a) The salary schedules for 2011 through June 30, 2014 (Appendices C1 and C2) reflect an increase over the 2010 salary schedules of zero percent (0.0%) for Correction Officer and Civilian Series Employees.

- (b) Effective July 1, 2014, the salary schedules for 2014 (Appendices D.1 and D.2) reflect an increase over the 2013 salary schedules of two percent (2.0%) for Correction Officer and Civilian Series Employees, and shall be paid retroactively to July 1, 2014.
- (c) Effective July 1, 2014, the monetary increase from Step 5 to 6, Step 6 to 7, and Step 7 to 8 shall be two and seven tenths percent (2.7%).
- (d) Effective July 1, 2014, the monetary increase from Step 8 to Step 9 shall be three percent (3.0%).
- (e) Effective January 1, 2015, the salary schedules for 2015 (Appendices D.3 and D.4) reflect an increase over the 2014 salary schedule of two percent (2.0%) for Correction Officer and Civilian Series Employees, and shall be paid retroactively to January 1, 2015.
- (f) Effective January 1, 2016, the salary schedules for 2016 (Appendices D.5 and D.6) reflect an increase over the 2015 salary schedule of two and a half percent (2.5%) for Correction Officer and Civilian Series Employees.
- (g) Retroactive salary increases will be paid only to those Employees who are on the payroll on the date of final ratification, or had retired between January 1, 2011, and the date of final ratification. Retroactive salary increases shall be paid to the estate of any Employee who died between January 1, 2011, and the date of final ratification.

Section 3. Shift Compensation

A workday will be broken into three (3) 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 midnight - 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. Daylight Savings, Eastern Standard Time Changes

When an Employee works the entire third shift in the Spring on the day Daylight Savings Time is implemented, he shall be paid for seven (7) hours. When an Employee works the entire third shift in the Fall on the day Eastern Standard Time is implemented, he shall be paid for nine (9) hours.

Section 5. Emergency Call-Back Pay

- (a) An Employee, other than a maintenance Employee, called back to work after his regular work shift, or called in four (4) or more hours before his regular work shift, shall be guaranteed a minimum of two (2) hours pay at time and one-half. Time worked after the guaranteed

minimum shall be compensated at straight time or overtime, depending upon the total hours worked by the Employee for the week in question.

- (b) Any maintenance Employee called back to work after his regular work shift, or called in four (4) or more hours before his regular work shift, shall be guaranteed a minimum of three (3) hours pay. So much of the three (3) hours as the Employee is actually required to work shall be compensated at overtime rates, while the remainder of the time shall be paid at straight time. In addition to the guaranteed three (3) hour minimum, an Employee shall receive one (1) hour's pay at straight time for compensation for travel time to and from work.
- (c) Any maintenance Employee called back for additional calls shall be compensated in accordance with Section (b) above.

Section 6. Court or Grand Jury Pay

Time accumulated while an Employee is making a court or grand jury appearance related to his job duties during off-duty hours shall be considered in the computation of overtime. The minimum compensation for such appearance shall be two (2) hours straight time in monetary pay.

Section 7. Increments

Increments based upon the annual step increment structure, as reflected in Appendix "D.7", shall be paid to qualifying Employees if awarded pursuant to the annual performance appraisal provided for in Section "8" of this Article IV and shall be paid effective on the Employees adjusted increment date.

Section 8. Annual Performance Appraisal

- (a) The parties recognize that the Employer 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 action.
- (b) The following are reasonable guidelines to be followed wherever practical in implementing the Annual Performance Appraisal System:
 - (i) The Employee's performance should be monitored throughout the appraisal year with the supervisor making notations periodically in the incident file on the Employee and providing the Employee with a copy simultaneously. These notations should be both of typical performance as well as unusual incidents and should reflect the range of Employee performance, both good and bad.
 - (ii) Approximately six (6) months into the appraisal year, the incident file should be reviewed against the previous appraisal to see how the current year's performance compares to the previous appraisal. If performance is unsatisfactory or marginal, the Employee and supervisor should discuss the Employee's performance, noting any deficiencies in performance, and the supervisor should review the expectations of performance for the job. The supervisor should seek to resolve any environmental factors such as workflow that may be hindering Employee performance. The "coaching" session should

be followed up in writing so both the supervisor and Employee have a record of what was discussed.

- (iii) Nine (9) months into the appraisal period, the same procedure should be followed. The "coaching" session should review the previous session noting any improvements or declines in performance. The Employee should again be told of the expectations of performance for the job. In addition, the Employee should be told that unsatisfactory performance may result in denial of the merit increment. The "coaching" session should be followed up in writing so both the supervisor and Employee have a record.
- (iv) Two (2) weeks prior to the Employee's anniversary date, the formal appraisal should be completed. The information from the incident file and the results of the two "coaching" sessions should be included. If the increment is denied, the Employee should be told where improvements in performance are needed.

Section 9. Longevity Payment

Longevity payments after 10, 15, 20, 25 and 30 years of service, shall be paid as set forth in Appendix "D.7", as appropriate, to qualifying Employees if awarded pursuant to the annual performance appraisal provided in Section "8" above and shall be paid effective on the Employee's adjusted longevity date. 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 10. Canine Duties

- (a) Correction Officers assigned to perform canine duties, as a canine officer (which includes training, care, custody, general maintenance and handling of a canine, and related tasks) shall receive additional compensation for those duties as set forth herein.
 - (i) The Officer shall be relieved during one hour of each day he works his regular shift, to perform canine duties. Such duties need not be performed at the job site and will be compensated at the Officer's regular rate of pay, including any applicable differentials. For example, an Officer will be compensated at his regular rate of pay for a 40-hour workweek, but will perform his normal duties for 35 hours a week and canine duties on or off-site for 5 hours per week.
 - (ii) In addition, the Officer will receive additional compensation equal to twenty-four (24) minutes each day he works a regular shift and performs canine duties off regularly scheduled hours. Such time will be compensated at the federal minimum wage at time and one-half (1-1/2) of the federal minimum wage.
 - (iii) In addition, the Officer will receive additional compensation equal to one (1) hour for each day he is not scheduled to work a regular shift and performs canine duties off regularly scheduled hours. Such time will be compensated at time and one-half (1-1/2) of the federal minimum wage.

In addition, the Officer will be compensated at the Contract rate, in the event any of the following requires him to perform canine duties outside his regularly scheduled workweek:

- (iv) A canine requires emergency medical treatment;
- (v) A canine is required to attend monthly training sessions.

Each Officer shall submit a weekly Canine Report, attesting to the time spent in off-duty canine care, in the form set forth in Appendix "H". The compensation described in subpart (a) shall be included in the Officer's regular paycheck for as long as the Officer continues to be assigned canine duties.

The parties agree the time allocated to perform the tasks in "(a)" above, is reasonable, that all pertinent facts were taken into consideration and no Correction Officer assigned canine duties shall spend more time discharging such responsibilities. Nevertheless, any affected Officer shall immediately notify the Employer in writing, with supporting reasons if, for whatever reason, he believes these hours are no longer reasonable for the required tasks.

ARTICLE V

WORKDAY AND WORKWEEK

Section 1. Basic Workday and Workweek

The basic workweek for Employees is forty (40) hours per week, eight (8) hours per day, or, thirty-five (35) hours per week, seven (7) hours per day, for five (5) consecutive days as indicated in Appendix "A." No Employee will regularly be required to work a split shift.

Section 2. Record of Attendance

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

Section 3. Seniority Assignments For Shifts and Pass Days

- (a) The non-supervisory members of the bargaining unit assigned to the Corrections Division, shall, upon a vacancy, bid for all assignments to each of the established shifts and pass days based on seniority.
- (b) The number of individuals and available pass days on each established shift shall rest solely with the Sheriff or his designee. A newly hired Correction Officer Employee shall not be permitted to bid for the first eighteen (18) months of employment after completing training. During said eighteen (18) month period, assignments shall be at the discretion of the Sheriff.
- (c) In regard to all shift and pass day assignments, the Sheriff or his designee will retain the right to reassign individuals for just cause based upon reasonable criteria including, but not limited to, the following:
 - (i) Training
 - (ii) Documented Personality Conflicts Within the Shift

- (iii) Documented Improper Performance of Duty
- (iv) Restricted or Light Duty
- (v) Need for Shifting Manpower

- (d) Once assigned, Employees will follow the work schedule for that assignment.
- (e) Claimed violations of this Section shall not be subject to the grievance procedure, but may be appealed to the Sheriff or his designee.
- (f) Current shift and pass day assignments shall be grandfathered.
- (g) This provision shall not apply to any other Employees of the Unit, including but not limited to maintenance, clerical, teaching, counseling and dispatching Employees.

ARTICE VI

OVERTIME

Section 1. Time and One-Half

- (a) Overtime for all Employees, other than those Employees designated as 35-hour Employees in Appendix "A", is defined as all hours worked in excess of 40 hours per week. Overtime will be compensated at the rate of 1-1/2 times the Employee's normal hourly rate of pay or compensatory time at the rate of 1-1/2 times the time worked. The 40-hour Employee will have a choice of whether he would be paid in money or time. If the Employee elects compensatory time and (1) this causes the Employee's compensatory time balance to exceed 480 hours; or (2) the time is not used within twelve (12) months of date earned, the Employee must elect to have the excess or expiring compensatory time paid in money or converted to vacation time. Compensatory time shall be paid or used in inverse order of accrual (oldest time first). If the Employee chooses to be paid, he must notify the department, in writing, at least 10 days before the time is due to expire or would exceed 480 hours. If no such notification is given, the compensatory time will convert to vacation time unless this will cause vacation time to exceed 45 days. In such event, the excess shall be paid in money instead. 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 six (6) hours of compensatory time is earned at the overtime rate, it shall be credited as nine (9) hours at the straight-time rate.
- (b) Employees designated as 35-hour Employees in Appendix "A" shall be compensated at straight-time rates in money or compensatory time, at the discretion of the Sheriff, taking into consideration the Employee's needs, for the first five (5) hours of overtime, and at the rate of 1-1/2 times the Employee's normal hourly rate of pay for all additional hours. If compensatory time is granted, it shall be treated as compensatory time in accordance with Section (a) above.
- (c) No Employee shall be compensated for overtime unless he was first properly directed to work such overtime by the Sheriff.

Section 2. 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. The number of work hours in the current year shall be determined by calculating the number of weekdays, Mondays through Fridays excluding Saturdays and Sundays, in the current year and multiplying times the basic full-time workday for the Employee's position.

Section 3. Holiday Work

An Employee who is required to work on a holiday shall be paid in accordance with the previous subsections in addition to a normal day's pay.

Section 4. 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 straight-time compensatory time and treated as compensatory time in accordance with Section "1(a)" above.

Section 5. Workweek Computation

For the purpose of Section "1(a)" of this Article, an unworked holiday or approved paid leave in an Employee's normal workweek shall be considered as time worked, except as hereinafter provided. Sick leave shall not be considered as time worked for overtime purposes, except when an Employee is required to work overtime (mandatory overtime). Where an Employee submits a doctor's note to substantiate an illness which prevented him from performing his duties before overtime is worked or upon his first day back to work where the overtime was worked prior to the illness, sick leave shall be considered as time worked for overtime purposes.

Section 6. Overtime Pay Rate

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

Section 7. 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 8. Change of Work Hours

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

Section 9. Line-Up Pay

(a) Employees shall receive line-up pay, if worked, computed in accordance with the overtime provision of the contract. If an Employee arrives between one to three minutes late for line-up, he shall be paid for the entire line-up period. If the Employee arrives four or more minutes late, he shall not be paid for any of the line-up period. Regardless of whether payment is made, lateness to any degree is a matter subject to disciplinary action.

(b) Employees are required to work and remain at their posts for the entire eight hour and ten minute day for each full shift they are scheduled, unless excused by their supervisor.

- (c) Actual Line-up time worked shall be paid and incorporated into the bi-weekly pay check in lieu of any other payments..

Section 10. Fair Labor Standards Act

The parties agree to administer this Agreement in accordance with any applicable provisions of the Fair Labor Standards Act. The parties acknowledge that the County is entitled to the partial overtime exemptions contained in 28 U.S.C. 207(k) which authorizes among other things, a 7 day, 43 hour work period. Nevertheless, the County shall pay the overtime rate for all hours worked in excess of 40 hours per workweek.

ARTICLE VII

HOLIDAYS, VACATIONS, LEAVES

Section 1. Holidays

Saturdays, Sundays and legal holidays are allowed as days off with pay. An Employee whose normal workweek includes Saturdays and/or Sundays shall be granted two (2) consecutive days off each week. Nothing in the Agreement shall be construed as preventing the County Legislature from granting Employees such additional days off with pay as it may lawfully authorize by resolution.

Paid holidays are:

NEW YEAR'S DAY	LABOR DAY
MARTIN LUTHER KING DAY	COLUMBUS DAY
LINCOLN'S BIRTHDAY	ELECTION DAY
WASHINGTON'S BIRTHDAY a/k/a PRESIDENT'S DAY	VETERAN'S DAY
MEMORIAL DAY	THANKSGIVING DAY
INDEPENDENCE DAY	CHRISTMAS DAY

Section 2. Vacations

(a) Employees shall earn vacation from their adjusted benefit date as follows:

- (i) 2 weeks of vacation after one (1) year of service.

Employees with six (6) months and one pay period of service will be advanced one week's vacation. After one year of service, the second week of vacation will be credited. If the Employee takes vacation and leaves before one year has been reached, he will have one week's pay deducted from his salary. In addition, if an Employee does not take the week's vacation and leaves before one year has been reached, he will not be credited with a lump sum payment for the vacation.

- (ii) 3 weeks of vacation after 5 years of service.
- (iii) 4 weeks of vacation after 15 years of service.
- (iv) 5 weeks of vacation after 20 years of service.

- (b) The Sheriff, in his discretion, will schedule vacation time taking into consideration the following factors:
 - (i) Request of the Employee.
 - (ii) Needs of the Unit.
 - (iii) Seniority.
- (c) An Employee may utilize vacation credits in minimum units of one day. Employees shall be allowed to accrue vacation credits up to an amount not to exceed 45 days; accruals exceeding 45 days shall be converted to sick days.
- (d) Employees shall retain any earned vacation benefits if they transfer between Units within the Employer's or the County's service.
- (e) Upon death, retirement or separation from the Employer 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 "c" above. If an Employee dies while employed by the Employer or retires from service on other than his adjusted benefit date, the Employer shall pay the pro-rated monetary value of vacation time from his previous accrual 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 "c" above.

Section 3. Sick Leave

Accumulated sick leave shall be used only for an Employee's personal illness, or for an illness in his immediate family requiring him to be with his immediate family. When applicable, proof of an illness or disability for sick time usage must be submitted within two (2) business days of the Employee's return to work. For the purpose of this Section, immediate family means an Employee's spouse, parents, children, or stepchildren or foster children who reside in the household. Sick leave will be accrued for an Employee at the rate of one (1) day for each month of continuous employment with unlimited accumulation. Sick leave may be taken in minimum units of one-half day. Sick leave may also be taken in minimum units of two (2) hour increments for prescheduled doctor's appointments with proper verification or proof of visit, subject to the needs of the Sheriff. If an absence for family illness is for one day or less, the Employee may bring in proof of doctor's visit, stating the date of visit and the name of the patient.

- (a) 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 one (1) hour prior to the Employee's normal time for reporting to work. Sick leave will not be paid if the Employee fails to provide notice as set forth above.
- (b) Before absence for personal illness or disability in excess of two (2) continuous days may be charged against accumulated sick leave credits, the Sheriff may require proof of illness or disability from a physician. The Sheriff may also require that an Employee be examined at Employer expense by a physician designated by the Employer. However, where an illness is of a "very personal nature", the Employer will accept and pay for an examination by the Employee's personal physician.

- (c) If an Employee has used six (6) days of sick leave during the course of a twelve (12) month period, the Sheriff 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 Sheriff provides written notice that the Employee has exceeded the above limitation. At the end of the six (6) month period, the Employee shall start a new twelve (12) month period.
- (d) The Sheriff may require that an Employee, who has been absent because of personal illness or disability, be examined by an Employer designated physician prior to his return to work. Said examination shall be scheduled after the Sheriff receives in writing, a notice from the Employee's physician stating 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. The examination shall be performed no later than ten (10) working days after the Employee's scheduled return date. 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 Sheriff, be required to return to work. This examination will be paid for by the Employer 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.
- (e) When an Employee changes Units within the Employer's or the County's service, his accumulated sick leave credits shall be transferred with him.
- (f) Except as provided in "h" below, if an Employee's service with the Employer is terminated for any reason, compensation will not be given for unused accumulated sick leave credits. If an Employee resigns and then returns to Employer 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.
- (g) The Sheriff, upon the approval by the County Executive and the County Legislature, may grant sick leave at half-pay for personal illness to an Employee having not less than one (1) year of service, after all of his sick leave, vacation credits and Sick Leave Bank benefits have been used, subject to the provisions of Resolution No. 466 of 1973 entitled "Guidelines for Administration of the ½ Pay Sick Leave Policy for County Employees."
- (h) Upon retirement or death while in County employment, an Employee or an Employee's estate, may choose one of the following options to be paid for accumulated sick leave:
 - (i) Additional retirement service credit, pursuant to Section 41(j) of the New York State Retirement and Social Security Law, or
 - (ii) A payment of one day for each two days accumulated for a maximum of 150 days paid for 300 days accumulated. An Employee must have at least 150 days accumulated to exercise this option, or
 - (iii) Convert unused sick leave as follows: An Employee with a minimum of 125 days of sick leave, up to a maximum of 300 days, may convert such unused sick leave at the rate of 75% to offset the Employee's share of retiree health

insurance. Upon exhaustion of the value of the sick leave, the retiree shall pay his/her share of retiree health insurance. A surviving spouse of the retiree may utilize any unused balance to pay the surviving spouse's share of health insurance. In no event shall a retiree who elects this option, or the surviving spouse, receive payment for unused sick leave. Retirement shall be deemed to mean separation from employment from the County and receiving a pension from the New York State Retirement System. An Employee hired prior to January 1, 2004 with less than the required 125-day minimum at the time of retirement, may apply up to 45 days of unused vacation to reach and exceed the 125-day minimum. Each such vacation day shall be deemed a sick day and applied at the 75% conversion rate referenced above.

- (iv) All payments and sick leave accruals under this provision shall be based on salary schedules in existence at the time of death or retirement.
- (i) The New York State Retirement and Social Security Law does not permit an Employee retiring under the provisions of Section 89(p) of the Retirement and Social Security Law to elect Section 41(j) benefits. Such Employee shall be paid for accumulated sick leave as set forth above.

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 (1) hour.
- (b) Prior approval of personal leave must be obtained from the Sheriff. 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 (4) 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 pro-rated basis from the date of employment through December 31st of that year, except that new or reinstated Employees shall not be eligible to take personal leave days until ninety (90) days after their hire, or successful completion of their probationary period, whichever comes first, unless they indicate the purpose of the request during that period of time.
- (d) Unused personal leave hours shall be added to the accumulated straight time compensatory leave of each Employee at the end of each year and shall be treated as compensatory time in accordance with Article VI, Section "1(a)".
- (e) When an Employee moves between Units within the Employer's or the County's 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, the Sheriff 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 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 Leave Required By Law

The Sheriff 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.

Section 8. Workers' Compensation Leave

An Employee who is absent from work because of occupational injury or disease NOT COVERED BY 207-c, 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 Employer 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 Employer and the Employee, subject to the right of judicial review. Before allowing any such leave with pay, the Sheriff 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, the Sheriff may require a physical examination, paid by the Employer, 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 Employer, 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 the Workers' Compensation Board should not be deemed off the payroll for the purpose of the definition of the TERMS ADJUSTED BENEFIT DATE, AND ADJUSTED LONGEVITY OR INCREMENT DATE AS SET FORTH IN ARTICLE I HEREOF.

Section 9. Leave of Absence Without Pay

The Sheriff 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 Employer, be terminated prior to their expiration.

Section 10. Child Care Leave

Upon request, immediately following the birth or adoption of a child, an Employee shall be granted a leave of absence without pay for a period of six (6) months, which may be extended for an additional six (6) month period upon the recommendation of a unit head and approval of the Sheriff.

Section 11. Emergency Fire/Disaster Leave

Leave with pay shall be provided to duly appointed volunteer fire fighters 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 12. Bereavement Leave

An Employee shall be granted five (5) consecutive working days off with pay commencing within one (1) week of the death of an Employee's spouse, parent, or child. An Employee shall be granted three (3) consecutive working days off with pay commencing within one (1) week of the death of an Employee's step-child, grandchild, grandparent, sibling, mother-in-law or father-in-law.

Section 13. Conference, Training Session Leaves

The Sheriff or his designee shall have full authorization and discretion to authorize attendance at in-service training sessions, conventions, meetings, educational courses and similar endeavors. No additional compensation shall be given for these activities, except that mandatory in-service training shall be compensated as provided in Article X (10) of this Agreement.

ARTICLE VIII

HEALTH INSURANCE; DENTAL and RETIREMENT PLANS

Section 1. Health Insurance for Current Employees

- (a) The Employer shall participate in a health insurance plan for the benefit of its Employees and their families. That plan shall be the New York State Health Insurance Program – The Empire Plan with Core Plus Enhancements.
- (b) The Employer shall pay 100% of the premium of such plan for Employees and their families for Employees with an adjusted benefit date before November 1, 1979.
- (c) An Employee with an adjusted benefit date on or after November 1, 1979, and on/or before December 31, 2003, shall contribute 15% of the premium cost of the Employer Health Insurance Plan applicable to the Employee and/or his family.
- (d) An Employee with an adjusted benefit date on or after January 1, 2004, shall contribute 20% of the premium cost of the Employer insurance plan applicable to the Employee and/or his family.
- (e) The Employee contribution shall be in twenty-four (24) equal payroll deductions to be taken in the first two (2) pay checks, actually paid (issued), in any calendar month.

- (f) The Employer reserves their right to review hospitalization 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.
- (g) All Employees shall be eligible for health insurance coverage the month following commencement of their employment with the Employer provided the term of employment is for six (6) months or more.
- (h) As an alternative to the health insurance plan set forth above in Section "1(a)", the Employer shall offer its Employees the right to participate in the following health maintenance organizations:
 - (i) Mohawk Valley Physicians (MVP) Health Plan CO-20 with a \$10/\$30/\$50 prescription drug card in place of CO-15 with a \$5/20 prescription drug card.
 - (ii) If MVP changes the co-pay and/or the prescription drug card and increases co-pays or diminishes benefits, the County shall provide such successor plan or prescription drug card. The County shall provide the Union with a copy of the correspondence it receives from MVP advising of the changes.
- (i) The parties agree to investigate mutually acceptable cost containment measures to reduce the cost of healthcare.
- (j) Effective on the date of final ratification, 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 the Employee has remained continuously employed (no separation from employment followed by subsequent re-employment) by the County.

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 the 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.

- (c) This Section took effect for Employees retiring after final ratification of the Agreement for the term January 1, 1993 through December 31, 1999.

Section 3. Dental Plan

- (a) The Employer shall contribute the following amount per month for a dental plan for each eligible Employee as provided below:

<u>ANNUAL TERM</u>	<u>COST PER MONTH</u>
2011	\$52.00
2012	\$52.00
2013	\$52.00
2014	\$52.00
2015	\$90.00
2016	\$90.00

- (b) All Employees appointed to permanent positions shall be eligible for dental plan coverage after sixty (60) days following the end of the first month of their employment, provided the term of their employment is for six (6) months or more.
- (c) The Employer 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. Retirement Plans

The Employer 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 Employer shall continue to participate in a retirement plan provided in Section 60(b) of the New York State Retirement and Social Security Law. The Employer will continue to provide benefits to those Employees eligible under Section 89-a of the New York State Retirement and Social Security Law. The Employer shall continue to participate in the New York State Retirement and Social Security Law special retirement option Section 89-p.

Section 5. Vision Plan

The Employer shall contribute to the Union vision account \$130.00 annually per Employee with family coverage, and \$100.00 annually per Employee with individual coverage. Effective January 1, 2015, the Employer shall contribute \$130.00 annually per employee. The payment shall be made in a lump sum, based on the Employee population in permanent authorized positions as of January 1st of that year. Payment will be made to the Union by January 31st of each year.

Section 6. DCSEA Welfare Trust Fund

- (a) The funds to be paid to the Union pursuant to Sections 3 and 5 above, shall be deemed Welfare Trust Payments. The Union, subject to the conditions set forth below, may use such funds to provide such dental and vision benefits, if any, as it deems appropriate, and in its discretion, shall use those funds, not otherwise so committed, to provide other benefits for Employees.
- (b) The monies so paid to the Welfare Trust Fund shall be used solely for the purchase of insurance which shall be designated by the Trustees of the Welfare Trust Fund for any and all members of the Unit and such benefits shall be applied equally to each Employee.
- (c) No Employee shall be discriminated against with regard to receipt of benefits from the Welfare Trust Fund, it being understood that the insurance carriers involved shall be solely responsible for determining eligibility.
- (d) The Union shall indemnify and hold the Employer harmless regarding any claims and suits pertaining to the Welfare Trust Fund, including legal fees and other expenses and costs incurred in defending such claims and suits in any forum, and any judgments or awards resulting therefrom. The Employer's sole obligation under this Section is to make the payments provided herein to the Union Welfare Trust Fund.

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) An Employee, who meets the criteria for (a) above, may exercise the health insurance buyout by submitting an application to the County, during an open enrollment period designated by the County, along with proof of alternative non-County health insurance coverage. The application shall be as prescribed by the County.
- (c) Once an Employee has exercised the buyout, it shall remain effective for a designated calendar year unless rescinded as set forth below.
- (d) 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.
- (e) Payment shall be made between December 1st and December 15th of each year for the current year. If an Employee leaves County employment before December 15th, he shall receive a buyout payment pro-rated on a monthly basis for the appropriate period.

- (f) 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's buy-out payment shall be pro-rated for each full calendar month of the year prior to enrollment in an appropriate health insurance plan.
- (g) Employees who elect this buyout and subsequently retire, shall have their buyout payments pro-rated 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 IX

TENURE

Section 1. Rights of Non-Competitive and Labor Classes

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.

Section 2. Job Abandonment

Effective upon final ratification of this contract, all permanent Employees who are absent from work without prior authorization or approval shall be subject to discharge, pursuant to Rule XIX (Resignation (6)) of the Dutchess County Rules for the Classified Civil Service. The Employer shall simultaneously send a copy to the Union President of any notice to the Employee required by Rule XIX.

ARTICLE X

MISCELLANEOUS

Section 1. Tuition Payments

The Employer 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 Sheriff, plus two (2) members of management appointed by the Sheriff and two (2) 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 times annually to review and act upon such applications. During each contract year, the total of all approved annual tuition payment reimbursements shall not exceed \$12,000.00. To be eligible for payments hereunder, an Employee must have completed the requisite probationary period.

Section 2. Out-of-County Travel; Conference Attendance; Reimbursement

Authorization by the unit head, subject to approval by the Sheriff, 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. Reimbursement for actual and necessary expenses incurred shall be paid upon the submission of vouchers within thirty (30) days after incurrence of the expense and upon approval by the Employee's supervisor. Allowable expenses include mileage, food, lodging, tools, conference and tuition fees. Receipts for all expenses except mileage and food are required.

Payments for food shall be made in the following amounts in lieu of any and all other payments therefore:

Breakfast: \$10.00
Lunch: \$10.00
Dinner: \$10.00

Time limits on meals will be as follows:

Breakfast - Time of departure before 7:00 a.m., time of return after 11:00 a.m.;;
Lunch -Time of departure before 11:00 a.m., time of return after 2:00 p.m.;;
Dinner -Time of departure before 4:00 p.m., time of return after 8:00 p.m.

Employee requests for reimbursement must be submitted to the Sheriff within thirty (30) days of the date of the expense, or may be deemed non-reimbursable by the Sheriff. The Employer 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.

The Employer shall be guided by present IRS Regulations and guidelines for all reimbursements.

Section 3. Mileage

Employees required and authorized by their unit head to use their personal vehicle on County business shall be reimbursed a mileage allowance payment of \$.30 per mile, upon submission of a voucher in the appropriate form.

Section 4. Uniforms and Equipment.

Each new Employee shall receive an initial issue of uniforms and equipment as set forth in the annexed Appendix "F". Thereafter, each Employee will receive replacement articles as needed, for any items damaged or worn out during the course of duty.

Section 5. Promotion.

In the filling of promotional vacancies, it is the Employer's policy to give primary significance to the Employee's performance appraisal. It is also the Employer's policy to give significant consideration to the length of service an Employee has given to the Employer, reserving to itself the right to make such promotional appointments in its own discretion.

Section 6. Health and Safety of Work Locations

The Employer agrees to maintain all work locations in as safe and sanitary condition as is reasonable and practicable taking into account the nature of the Employer's mission.

Section 7. Curtailment of Services; Contracting Out

- (a) **Curtailment of Services.** In the event the Employer decides it is necessary to curtail the services of Employees, it will negotiate with the Union the impact of such curtailment. If the Employer decreases the workforce in the Unit, the Employer will abide by the Civil Service Law in the layoff of competitive class Employees. For the non-competitive and labor class Employees, the Employer shall give affected Employees at least two (2) weeks advance notice of layoff, and layoff in inverse order of their seniority in the affected job title(s). A non-competitive or labor class Employee on layoff shall be offered re-employment by seniority in his prior job title for a period of two (2) years from the date of his layoff. If the Employee refuses the recall, he will be removed from the recall list.
- (b) **Contracting Out.** The Employer 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 Employer determines it has a need to contract out services that would cause the layoff of Employees, the Employer and the Union will discuss such contracting out in order to attempt to resolve the issue mutually, and, if mutually agreed, the Employer may proceed with such contracting out.

Section 8. Vehicle Maintenance

A vehicle maintenance schedule will be maintained providing for periodic safety checks including, but not limited to, brake inspection, wheel balancing and alignment, tire and steering checks.

Section 9. Firearms

Employees whose duties require the use of a firearm, as determined by the Sheriff, will be issued such firearm in good working condition. Employees may utilize their own personal firearm in lieu of the aforementioned with the permission of the Sheriff.

All such Employees shall qualify with a firearm before being allowed to carry or to receive a firearm. After initial qualification, Employees shall be required to maintain qualification on a quarterly basis. The Sheriff will provide sufficient ammunition per Employee for monthly practice. Monthly practice will be mandatory with standards to be established by the Sheriff and the Range Officer and no such Employee will be exempt from such practice. For the purpose of this Section, firearm shall be defined as handgun or shoulder weapon.

Section 10. In-Service Training

All Employees in the Unit shall receive continuous documented in-service training or other training established or approved by the Sheriff.

Section 11. Past Practice

The parties agree that the term past practice shall mean a condition of employment existing on or prior to the effective date of this Agreement, 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 Employer.

The parties further agree that there shall be no past practices created after the effective date of this Agreement; that if a term or condition of employment is not addressed in this Agreement, it shall not be considered binding on the Employer.

Section 12. Flex 125 Plan

- (a) The Employer will offer a Flex 125 Plan to those Employees who contribute toward their health or dental insurance coverage, said Plan to be used to offset premium costs. Employees must submit a written request to the Finance Department during the open enrollment period electing the option and authorizing the Employer to process contributions as pre-tax deductions pursuant to the Internal Revenue Service rules and regulations.
- (b) Future elections to a Flex 125 Plan may only be made during the annual open enrollment period, except that new Employees may elect to participate in a Flex 125 Plan at the same time they elect health coverage.
- (c) Changes in election must be made in conformance with Internal Revenue Service rules and regulations, or the Employee will assume responsibility for any and all penalties which may be assessed by the Internal Revenue Service.
- (d) Continuation or modification of the Flex 125 Plan is subject to change depending upon Internal Revenue Service rules and regulations.
- (e) Notification of the open enrollment period will be forwarded to the Union President for posting.

Section 13. Flexible Spending Plan

- (a) The Employer will continue to offer a flexible spending plan to Employees to be used to offset qualifying costs for dependent day care, elder care and handicapped care and effective January 1, 2015, non-reimbursed medical expenses, by allowing Employees to convert a portion of their earnings on a pre-tax basis into separate spending accounts to fund allowable dependent care and unreimbursed medical expenses. Employees must submit a written request to the Finance Department electing the option and authorizing the Employer to process their contribution as pre-tax deductions pursuant to the Internal Revenue Service rules and regulations.
- (b) Future elections to a flexible spending plan may be made annually during an election period designated by the Commissioner of Finance, except that new Employees may elect to participate during a period specified by Internal Revenue Service's rules and regulations.
- (c) Changes in election must be made in conformance with Internal Revenue Service rules and regulations, or the Employee will assume responsibility for any and all penalties which may be assessed by the Internal Revenue Service.
- (d) Continuation or modification of the flexible spending plan is subject to change depending upon Internal Revenue Service rules and regulations.

Section 14. Training Reimbursement

The following training reimbursement standards shall apply:

- (i) If an Employee leaves after his initial training within one (1) year after his date of hire, he will have a reimbursement obligation for training costs (salary and tuition, travel expenses, meal expenses, etc.) to a maximum of \$7,000.00.
- (ii) If an Employee leaves after his initial training within two (2) years of his date of hire, he will have a reimbursement obligation for training costs (salary and tuition, travel expenses, meal expenses, etc.) to a maximum of \$3,500.00.
- (iii) An Employee who receives two (2) weeks or less of specialized training will have reimbursement obligation of \$500.00 if he leaves within two (2) months.
- (iv) An Employee who receives more than two (2) weeks of specialized training will have a reimbursement obligation of \$1,000.00 if he leaves within nine (9) months from the completion date of the training.

Section 15. General Municipal Law §207-c Procedure

The application and benefit award process for General Municipal Law §207-c benefits is set forth in Appendix "G".

The County and the Union agree to meet at the request of either party at a Labor-Management Meeting at which the parties will discuss the General Municipal Section 207-c Policy and Procedure.

Section 16. Payroll Reports

The County will provide the Union President or his designee a copy of the "kick out" payroll list each payroll period.

Section 17. Direct Deposit

The County will offer direct deposit for Employee paychecks, subject to the following restrictions:

- (a) The implementation of this program is subject to a single Dutchess County bank, designated by the County, willing to act as an originating Depository Financial Institution for banks within the County who accept direct deposit relationships and are permitted to receive municipal deposits.
- (b) The County's only responsibility shall be to comply with normal banking clearing house requirements to make paycheck funds available for direct deposit on payday mornings.
- (c) Each Employee must elect direct deposit of his entire net check to a single banking institution if direct deposit option is chosen. If a problem occurs with a paycheck, it will not be corrected until the next paycheck.

- (d) The County shall not be responsible for any fees or processing charges required to ensure direct deposit of paychecks. Any and all fees or processing charges will be borne by the Employee electing the direct deposit option.
- (e) The County shall not be responsible for bank postings or accounting records in any Employee's account, even if an Employee changes banking options. Employees will be responsible for any charges as a result of insufficient funds or late transfer of funds.
- (f) Changes to a previously elected direct deposit option may be made on a monthly basis. Changes will be effective the first full payroll period of the following month, provided the change request is received by the Finance Department by the 5th of the previous month. The County shall be responsible to ensure that Employee elected changes are sent through normal banking procedures.

Section 18. Contract Distribution

The Union and its representatives shall be responsible for the distribution of the contract to all Unit members. The expense of printing the Agreement shall first be borne by the Union, second by the Employer, and will continue alternating with each successive Agreement.

Section 19. Distribution of Policies

The County will provide the Union President or his designee with copies of any changes in departmental policy.

Section 20. Personnel Records

- (a) Each Employee shall have the right to see his office and/or County personnel record at any time upon at least one business day's written request and shall have the right to reply in writing to anything contained therein. Review of the record must be made in the presence of a Sheriff's designee. Any such reply must be inserted into the Employee's personnel record.
- (b) Upon receipt of a written request to the Sheriff, an Employee shall be furnished with a photo static reproduction of any material in his personnel record at a cost of 25 cents per page.

Section 21. Payments

Non-salary payments for reimbursements for travel, meals, uniforms and the like, previously paid by separate check, will be paid through a payroll check.

Section 22. Food Service Contract

- (a) The Employer may contract out or privatize in its entirety the Employer's food service operations.
- (b) The Employer shall have no obligation, whatsoever, to provide any meals to any member of this Bargaining Unit, whether inside or outside of the Jail facility, except as provided in Article "X", Section 2.

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(11), 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 Sheriff 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 Employer, at all stages of the grievance procedure. The Union shall have the right to be present at every stage of the grievance procedure.

Section 3. Initial Presentation

- (a) Grievant must present his grievance to his immediate supervisor, in writing, 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:
- (1). The name, residential address and department of employment of the grievant.
 - (2). The name and department of employment of each other Employee or official involved in the grievance.
 - (3). The name and address of the Employee's representative, if any, and his department of employment if he is a fellow Employee.
 - (4). 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 Sheriff. Such request shall be made in writing and shall be served upon the Sheriff, with a copy to the Commissioner of Human Resources. Thereafter, and within five (5) days after receiving such request, the Sheriff 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 Sheriff 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 Sheriff shall make his recommendation in writing and serve the same on the grievant, the grievant's representative, if any, the Commissioner of Human Resources and the County Executive.

Section 5. Third Stage

- (a) The grievant may appeal the recommendation of the Sheriff 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 Sheriff 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 Sheriff 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) day's notice in writing of the time and place of such hearing to the grievant, or the grievant's representative, if any, and the Sheriff, 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 fifteen (15) 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 Sheriff. The report shall include a statement of the County Executive's finding of fact, conclusions and recommendations.

Section 6. Fourth Stage

If 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 American Arbitration Association, at equal expenses to both parties. The submission shall include a copy of the original grievance and the responses or decisions at each stage, with a copy of the complete submission to the Commissioner of Human Resources.

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 AND OBLIGATIONS

Section 1. Union Representatives

The Employer 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 Sheriff. The Union representatives shall consist of the following: twelve (12) representatives who shall be the sole representatives of the Union authorized to carry out such duties. A listing of representatives shall be given to the Sheriff and the Commissioner of Human Resources. Time required for such representation must be reported to the Sheriff on a weekly basis. Such representatives shall be permitted to appear at public hearings before the County Legislature. Only representatives designated by the Union President shall be permitted a reasonable amount of time free from regular duties to fulfill their obligations.

Section 2. Release Time for Union President

The Union President or designee shall receive twelve (12) hours weekly release time to conduct Union business.

Section 3. 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 membership executive board meetings. The Union shall notify the Sheriff of the Employees designated as representatives with a copy to the Commissioner of Human Resources. At least one (1) week prior to a meeting, the Union shall notify the Sheriff, 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 Sheriff reserves the right to deny the time off request with regard to any individual Employee if the Sheriff determines that his presence is required for the proper functioning of the department. An aggregate total of twenty five (25) days shall be allowed per calendar year for this purpose.

Section 4. Personnel Changes

Upon receipt of the Personnel Change Form the Employer will provide one copy to the Union.

Section 5. Job Specifications

Upon request, the Commissioner of Human Resources shall furnish to the Union President and the affected Employee a copy of his class specification and duties under the job title in which he is employed. Every new Employee shall automatically receive a copy of said specification and duties upon hiring. In the event that any class specification is subsequently changed, each Employee so affected will receive a copy of the change. Employees will not be required to work outside of their class specifications against their wish except in the case of an emergency. The Union or affected Employee(s) may discuss changes in job specifications with the Human Resources Department. A change in job specifications not affecting the classification of the position, pursuant to Article XIV of this "Agreement", shall not be subject to appeal or the Grievance Procedure specified in Article XI of the "Agreement".

Section 6. 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 Employer, subject to the approval of the contents of such notices and communications by the Employer.

Section 7. I.D. Cards

The Sheriff will issue laminated identification cards to all Employees which will contain at least the following: The Employee's picture, the Employee's job title, and the card's date of expiration. It shall be printed in a manner which shall be easy to read.

Section 8. Appointments

Background investigations will be completed before appointments are made.

Section 9. Investigations

It shall be the duty of Employees to cooperate fully and completely with departmental investigations of Employee performance. Failure to cooperate may in and of itself be the basis of a

disciplinary action; however, the Employee shall be entitled to the following rights and privileges relative to proper disciplinary investigations:

- (a) The Employee shall not be questioned relative to any specific complaint unless advised as to the nature of said complaint, and whether or not the Employee is being questioned as a witness or possible suspect of a disciplinary action.
- (b) If an Employee is a suspect in a disciplinary action, the Employee will not be disciplined for failure to answer any questions unless allowed ample opportunity to consult with an attorney and/or Union representative.

Section 10. Payroll

The Employer will provide the Union with a copy of the last payroll in each calendar quarter as soon as it becomes available.

ARTICE XIII

MANAGEMENT RIGHTS

The Employer 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, layoff, 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 Employer listed above are not all-inclusive, but indicate the type of matters or rights which belong to and are inherent in the Employer. Any and all right, powers, and authority the Employer had prior to entering this Agreement are retained by the Employer 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 official of the Employer, or in any way reducing or abridging such authority, but this Agreement shall be construed as requiring said officials of the Employer 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 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 Employer'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 Employer 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 the Sheriff, may request in writing that the Human Resources Department study the duties of the Employee's position in order to determine its proper Class Title and/or allocation (salary range). The Human Resources Department 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 Human Resources Department 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 the Sheriff, 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 Sheriff 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) The Sheriff 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 Study. 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 Human Resources Department shall issue notice of proposed Reclassification or Reallocation to the Employees with six (6) months after the date the Human Resources Department 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 Employer 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 Human Resources Department. 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 therefor. 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. A final decision recommending a change(s) 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

There shall be a labor-management committee consisting of three (3) representatives of the Employer and three (3) representatives of the Union who shall meet at least monthly to discuss and make reasonable effort to recommend resolution of matters of mutual interest.

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 Employer 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 by reason of age, sex, nationality, race or creed.

ARTICLE XVIII

SAVINGS CLAUSE

Should any provision of this Agreement be rendered or declared invalid or illegal by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction or other authorized governmental agency, such invalidation of such part or portions of this Agreement shall not invalidate or affect the remaining provisions of this Agreement, which shall remain in full force and effect. With respect to the provisions which are declared invalid or illegal, either party may request negotiation.

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 Employer 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 specifically provided in this Agreement, this Agreement shall be effective January 1, 2011 through December 31, 2016.

ARTICLE XXI

ZIPPER CLAUSE

The parties acknowledge that this Collective Bargaining Agreement, incorporating the provisions of the Memorandum of Agreement dated _____, 2015, which resulted in this contract, constitutes the full and complete agreement by and between the parties and concludes all collective bargaining and supersedes all prior agreements. The parties agree that any provisions of this Agreement may only be amended, modified or supplemented at any time by mutual written agreement of the parties. This provision shall not apply to any benefits which are, or may be, mandated by State or Federal law.

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

Dated: _____

COUNTY OF DUTCHESS

By: _____
Marcus J. Molinaro, County Executive

DUTCHESS COUNTY SHERIFF

By: _____
Adrian H. Anderson, Sheriff of the County of Dutchess

DUTCHESS COUNTY SHERIFF'S EMPLOYEES ASOCIATION

By: _____
Timothy DeGelormo, President

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

On this day of , 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared **MARCUS J. MOLINARO**, 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/her capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On this day of , 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared **ADRIAN H. ANDERSON**, 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/her capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On this day of , 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared **TIMOTHY DEGELORMO**, 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/her capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

APPENDIX A - Titles In Bargaining Unit and Hours Worked

TITLE	HOURS
Accounting Clerk (SH)	35
Building Maintenance Mechanic I (SH)	40
Building Maintenance Mechanic II (SH)	40
Building Maintenance Mechanic III (SH)	40
Building Maintenance Mechanic III (H&V)(SH)	40
Building Maintenance Supervisor (Correctional Facility)	40
Business Manager (SH)	35
Carpenter (SH)	40
Clerk (SH)	35
Cook (Correctional Facility)	40
Cook Manager (Correctional Facility)	40
Correction Lieutenant	40
Correction Officer	40
Correction Sergeant	40
Education Program Coordinator	35
Electrician I (SH)	40
Food Service Director	40
Food Service Helper (SH)	40
Head Cleaner (SH)	40
Heating and Ventilating Technician (SH)	40
Instructional Aide	35
Instructor (Part-time)	17.5
Office Assistant (SH)	35
Program Assistant (SH)	35
Receptionist (SH)	35
Secretary (SH)	35
Senior Office Assistant (SH)	35
Senior Program Assistant (SH)	35
Sheriff Aide	40
Transition Counselor	35

APPENDIX B - Annual Salary Job Group Allocations

TITLE	GRADE ALLOCATION
Accounting Clerk (SH)	NI
Building Maintenance Mechanic I (SH)	NH
Building Maintenance Mechanic II (SH)	NK
Building Maintenance Mechanic III (SH)	NM
Building Maintenance Mechanic III (H&V)(SH)	NM
Building Maintenance Supervisor (Correctional Facility)	NP
Business Manager (SH)	NN
Carpenter (SH)	NM
Clerk (SH)	ND
Cook (Correctional Facility)	NK
Cook Manager (Correctional Facility)	NM
Correction Lieutenant	JP
Correction Officer	JM
Correction Sergeant	JO
Education Program Coordinator	NO
Electrician I (SH)	NM
Food Service Director	NP
Food Service Helper (SH)	ND
Head Cleaner (SH)	NF
Heating and Ventilating Technician (SH)	NN
Instructional Aide	NK
Instructor (Part-time)	NL
Office Assistant (SH)	NF
Program Assistant (SH)	NH
Receptionist (SH)	NF
Secretary (SH)	NJ
Senior Office Assistant (SH)	NH
Senior Program Assistant (SH)	NJ
Sheriff Aide	NK
Transition Counselor	NQ

APPENDIX C.1 – Annual Salary Schedule
for Correction Officer Series
2011 through June 30, 2014

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	INCREMENT
JL	43,222	44,303	45,411	46,546	47,709	48,902	50,125	51,378	52,919	1,212
JM	47,589	48,779	49,999	51,248	52,529	53,844	55,189	56,568	58,265	1,334
JO	56,800	58,219	59,675	61,167	62,696	64,264	65,870	67,515	69,541	1,593
JP	61,426	62,962	64,536	66,149	67,803	69,498	71,236	73,015	75,206	1,722

APPENDIX C.2 – Annual Salary Schedule
for Civilian Series
2011 through June 30, 2014

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	INCREMENT
NA	25,915	26,562	27,226	27,907	28,605	29,320	30,052	30,803	698
NB	27,031	27,708	28,400	29,111	29,838	30,584	31,348	32,132	729
NC	28,153	28,858	29,580	30,319	31,078	31,853	32,650	33,467	759
ND	29,230	29,962	30,711	31,478	32,266	33,071	33,898	34,745	788
NE	30,369	31,129	31,907	32,705	33,523	34,361	35,220	36,099	819
NF	31,471	32,257	33,064	33,891	34,738	35,606	36,496	37,408	848
NG	32,799	33,618	34,460	35,321	36,203	37,109	38,037	38,988	884
NH	34,329	35,188	36,067	36,968	37,892	38,841	39,811	40,806	925
NI	36,124	37,028	37,953	38,902	39,875	40,870	41,893	42,940	974
NJ	38,090	39,043	40,020	41,021	42,046	43,097	44,174	45,278	1,027
NK	40,533	41,546	42,585	43,650	44,741	45,858	47,006	48,179	1,092
NL	43,621	44,711	45,830	46,976	48,149	49,354	50,587	51,850	1,176
NM	48,058	49,261	50,493	51,755	53,048	54,373	55,734	57,125	1,295
NN	52,700	54,018	55,368	56,753	58,170	59,626	61,116	62,643	1,420
NO	57,357	58,793	60,262	61,768	63,312	64,896	66,519	68,180	1,546
NP	62,012	63,562	65,151	66,779	68,449	70,161	71,914	73,711	1,671
NQ	66,644	68,309	70,017	71,767	73,561	75,402	77,286	79,216	1,796
NR	71,305	73,087	74,915	76,788	78,708	80,674	82,692	84,758	1,922
NS	75,951	77,850	79,796	81,792	83,835	85,932	88,080	90,280	2,047
NT	80,611	82,626	84,692	86,808	88,980	91,204	93,483	95,819	2,172

APPENDIX D.1 – Annual Salary Schedule
for Correction Officer Series
(effective July 1, 2014)

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	INCREMENT
JL	44,086	45,189	46,319	47,477	48,663	49,977	51,326	52,712	54,293	1,276
JM	48,541	49,755	50,999	52,273	53,580	55,027	56,513	58,039	59,780	1,405
JO	57,936	59,384	60,869	62,390	63,950	65,677	67,450	69,271	71,349	1,677
JP	62,655	64,222	65,827	67,472	69,159	71,026	72,944	74,913	77,160	1,813

APPENDIX D.2 – Annual Salary Schedule
for Civilian Series
(effective July 1, 2014)

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	INCREMENT
NA	26,433	27,093	27,770	28,465	29,177	29,965	30,774	31,605	739
NB	27,572	28,262	28,968	29,693	30,434	31,256	32,100	32,967	771
NC	28,716	29,435	30,171	30,926	31,699	32,555	33,434	34,337	803
ND	29,814	30,562	31,326	32,107	32,912	33,801	34,714	35,651	834
NE	30,977	31,751	32,545	33,359	34,193	35,116	36,064	37,038	866
NF	32,100	32,902	33,725	34,569	35,433	36,390	37,373	38,382	897
NG	33,455	34,291	35,150	36,028	36,927	37,924	38,948	40,000	935
NH	35,015	35,892	36,788	37,708	38,650	39,694	40,766	41,867	979
NI	36,846	37,768	38,712	39,680	40,673	41,771	42,899	44,057	1,030
NJ	38,852	39,824	40,820	41,841	42,887	44,045	45,234	46,455	1,086
NK	41,344	42,377	43,437	44,523	45,635	46,867	48,132	49,432	1,155
NL	44,493	45,606	46,747	47,915	49,112	50,438	51,800	53,199	1,244
NM	49,019	50,246	51,502	52,790	54,109	55,570	57,070	58,611	1,370
NN	53,754	55,098	56,476	57,888	59,334	60,936	62,581	64,271	1,502
NO	58,504	59,969	61,467	63,003	64,579	66,323	68,114	69,953	1,636
NP	63,252	64,833	66,454	68,115	69,818	71,703	73,639	75,627	1,768
NQ	67,977	69,676	71,418	73,202	75,032	77,058	79,139	81,276	1,900
NR	72,731	74,549	76,414	78,323	80,282	82,450	84,676	86,962	2,033
NS	77,470	79,407	81,392	83,428	85,512	87,821	90,192	92,627	2,165
NT	82,223	84,278	86,386	88,544	90,759	93,209	95,726	98,311	2,298

APPENDIX D.3 – Annual Salary Schedule
for Correction Officer Series
(effective January 1, 2015)

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	INCREMENT
JL	44,968	46,093	47,245	48,427	49,636	50,977	52,353	53,767	55,380	1,302
JM	49,512	50,750	52,019	53,318	54,652	56,128	57,643	59,199	60,975	1,433
JO	59,095	60,572	62,086	63,638	65,229	66,991	68,800	70,658	72,778	1,710
JP	63,908	65,506	67,144	68,821	70,542	72,447	74,403	76,412	78,704	1,850

APPENDIX D.4 – Annual Salary Schedule
for Civilian Series
(effective January 1, 2015)

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	INCREMENT
NA	26,962	27,635	28,325	29,034	29,761	30,564	31,389	32,237	754
NB	28,123	28,827	29,547	30,287	31,043	31,881	32,742	33,626	786
NC	29,290	30,024	30,774	31,545	32,333	33,206	34,103	35,024	819
ND	30,410	31,173	31,953	32,749	33,570	34,477	35,408	36,364	851
NE	31,597	32,386	33,196	34,026	34,877	35,818	36,785	37,779	883
NF	32,742	33,560	34,400	35,260	36,142	37,118	38,120	39,150	915
NG	34,124	34,977	35,853	36,749	37,666	38,682	39,727	40,800	954
NH	35,715	36,610	37,524	38,462	39,423	40,488	41,581	42,704	998
NI	37,583	38,523	39,486	40,474	41,486	42,606	43,757	44,938	1,051
NJ	39,629	40,620	41,636	42,678	43,745	44,926	46,139	47,384	1,108
NK	42,171	43,225	44,306	45,413	46,548	47,804	49,095	50,421	1,179
NL	45,383	46,518	47,682	48,873	50,094	51,447	52,836	54,263	1,269
NM	49,999	51,251	52,532	53,846	55,191	56,681	58,211	59,783	1,398
NN	54,829	56,200	57,606	59,046	60,521	62,155	63,833	65,556	1,532
NO	59,674	61,168	62,696	64,263	65,871	67,649	69,476	71,352	1,668
NP	64,517	66,130	67,783	69,477	71,214	73,137	75,112	77,140	1,803
NQ	69,337	71,070	72,846	74,666	76,533	78,599	80,722	82,902	1,938
NR	74,186	76,040	77,942	79,889	81,888	84,099	86,370	88,701	2,074
NS	79,019	80,995	83,020	85,097	87,222	89,577	91,996	94,480	2,209
NT	83,867	85,964	88,114	90,315	92,574	95,073	97,641	100,277	2,344

APPENDIX D.5 – Annual Salary Schedule
for Correction Officer Series
(effective January 1, 2016)

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	INCREMENT
JL	46,092	47,245	48,426	49,638	50,877	52,251	53,662	55,111	56,764	1,334
JM	50,750	52,019	53,319	54,651	56,018	57,530	59,083	60,678	62,498	1,469
JO	60,572	62,086	63,638	65,229	66,860	68,665	70,519	72,423	74,596	1,753
JP	65,506	67,144	68,823	70,542	72,306	74,258	76,263	78,322	80,672	1,896

APPENDIX D.6 – Annual Salary Schedule
for Civilian Series
(effective January 1, 2016)

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	INCREMENT
NA	27,636	28,326	29,033	29,760	30,505	31,329	32,175	33,044	773
NB	28,826	29,548	30,286	31,044	31,819	32,678	33,560	34,466	806
NC	30,022	30,775	31,543	32,334	33,141	34,036	34,955	35,899	840
ND	31,170	31,952	32,752	33,568	34,409	35,338	36,292	37,272	872
NE	32,387	33,196	34,026	34,877	35,749	36,714	37,705	38,723	905
NF	33,561	34,399	35,260	36,142	37,046	38,046	39,073	40,128	938
NG	34,977	35,851	36,749	37,668	38,608	39,650	40,721	41,820	978
NH	36,608	37,525	38,462	39,424	40,409	41,500	42,621	43,772	1,023
NI	38,523	39,486	40,473	41,486	42,523	43,671	44,850	46,061	1,077
NJ	40,620	41,636	42,677	43,745	44,839	46,050	47,293	48,570	1,136
NK	43,225	44,306	45,414	46,548	47,712	49,000	50,323	51,682	1,208
NL	46,518	47,681	48,874	50,095	51,346	52,732	54,156	55,618	1,300
NM	51,249	52,532	53,845	55,192	56,571	58,098	59,667	61,278	1,433
NN	56,200	57,605	59,046	60,522	62,034	63,709	65,429	67,196	1,571
NO	61,166	62,697	64,263	65,870	67,518	69,341	71,213	73,136	1,710
NP	66,130	67,783	69,478	71,214	72,994	74,965	76,989	79,068	1,848
NQ	71,070	72,847	74,667	76,533	78,446	80,564	82,739	84,973	1,986
NR	76,041	77,941	79,891	81,886	83,935	86,201	88,528	90,918	2,125
NS	80,994	83,020	85,096	87,224	89,403	91,817	94,296	96,842	2,264
NT	85,964	88,113	90,317	92,573	94,888	97,450	100,081	102,783	2,403

APPENDIX D.7 - LONGEVITY SCHEDULE

Grade	Payment	Grade	Payment
JA	\$971	NA	\$1,021
JB	\$1,012	NB	\$1,062
JC	\$1,041	NC	\$1,091
JD	\$1,077	ND	\$1,127
JE	\$1,110	NE	\$1,160
JF	\$1,147	NF	\$1,197
JG	\$1,188	NG	\$1,238
JH	\$1,240	NH	\$1,290
JI	\$1,296	NI	\$1,346
JJ	\$1,359	NJ	\$1,409
JK	\$1,425	NK	\$1,475
JL	\$1,532	NL	\$1,582
JM	\$1,666	NM	\$1,716
JN	\$1,799	NN	\$1,849
JO	\$1,948	NO	\$1,998
JP	\$2,096	NP	\$2,146
JQ	\$2,241	NQ	\$2,291
JR	\$2,388	NR	\$2,438
JS	\$2,534	NS	\$2,584
JT	\$2,683	NT	\$2,733
JU	\$2,830	NU	\$2,880
JV	\$4,590	NV	\$4,640

APPENDIX E - 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. When an appointment is made at such increased minimum, all incumbents of such position receiving less than such recruiting rate shall have their salaries brought up to such rate of pay.

2. **Temporary or Provisional Appointees**: An Employee who has been continuously employed under a 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 next grade which is closest to the sum of his former rate plus the average increment step in the new grade. Effective January 1, 2008, 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 (2) average increments 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 present salary and shall be entitled to such annual increments and longevities which may be due.

6. **Reinstatements**: A reinstated Employee, as the term is defined for Civil Service purposes, 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 returns from leave 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. **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).

8 **Implementation Standards for Step 9 and Grade JL:**

a. Effective January 1, 2008, salary Grade JL of the Correction Officer Series has been adjusted and identified as the entry grade for the Correction Officers Series. Any Correction Officer Series Employee, unless subject to the promotional rules, shall enter at Grade JL, Min. (Step 1) and serve there for one (1) year. The Employee shall, after one (1) year on that Step, move to Grade JM Min. (Step 1) and will thereafter progress through the salary schedule as the contract provides. Notwithstanding anything to the contrary set forth above, an Employee who is promoted to Grade JL shall remain on the Step to which he was promoted for one (1) year. Thereafter, the Employee shall move to Grade JM as provided in Reallocation Rule 5. The Employee shall, then thereafter, progress through the salary schedule according to his original adjusted increment date.

b. All Correction Officer Series Employees on Step 8 as of December 31, 2006, shall move to Step 9 on January 1, 2008. All others will progress through the salary schedule on their adjusted increment date as the contract provides.

c. All Correction Series Sergeants and Lieutenants on salary Step 7 or below as of December 31, 2007 shall be increased one Step effective January 1, 2008.

Appendix F –
UNIFORM SCHEDULE

1. Individual Items:

	<u>CLOTHING ITEMS</u>	<u>NUMBER ISSUED</u>
Correction Officer	Shirts	5
	Pants	5
	Sweater	1 every 3 years or as needed
	Belt	1
Building Maintenance	Shirts	5
	Pants	5
	Belt	1
	Outside Jacket	1
Food Service Unit	Shirts	6
	Pants	6
	Belt (if needed)	1
	Sweatshirt	1 (snap front)
	<u>FOOTWEAR</u>	<u>NUMBER ISSUED</u>
Correction Officer	Shoes	1 pair
	Boots	1 pair as an option for permanent staff. Limited to one pair every two years.
Building Maintenance	Shoes	1 pair (steel toed)
Food Service Unit	Shoes	1 pair or \$50.00 allowance towards shoes that meet criteria

2. Pooled Items:

Correction Officers shall be allowed the use of winter jackets, which shall be available at the facility. Building Maintenance Employees shall be allowed the use of rainwear, which shall be available at the facility. In the case of "pooled items" only, the Employer shall be responsible for cleaning and maintenance, as well as purchase and replacement.

APPENDIX G
General Municipal Law Section 207-c Procedure

Section 1. Applicability

Section 207-c of the General Municipal Law provides that any Correction Officer of the Sheriff's Office who is injured in the performance of his duties or who is taken sick as a result of the performance of his duties so as to necessitate medical or other lawful remedial treatment, shall be paid by the municipality by which he is employed the full amount of his regular salary or wages until his disability arising therefrom has ceased, and, in addition, such municipality shall be liable for all medical treatment and hospital care necessitated by reason of such injury or illness.

Section 2. Definitions

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

- (a) "County" shall mean the County of Dutchess.
- (b) "Sheriff" shall mean the Sheriff of Dutchess County.
- (c) "Claimant" shall mean any sworn Correction Officer of the County of Dutchess who is injured or taken sick as a result of the performance of his duties so as to necessitate medical or other lawful or remedial treatment.
- (d) "Claims Manager" shall mean a representative of the Director of Risk Management and the Sheriff who are charged with the responsibility of administering the procedures herein.
- (e) "Section 207-c Benefits" shall mean those benefits which are provided by law including the full amount of the regular salary or wages and medical treatment and hospital care necessitated by reason of such injury or illness and subject to contract contribution requirements health insurance, dental insurance, and optical insurance. Effective January 1, 2004, contributions pursuant to Article VIII, Section 6, shall be made to the DCSEA Welfare Trust Fund, in place of the dental insurance and optical insurance referenced above.
- (f) "Days" shall mean business days unless otherwise noted.

Procedures. The following procedures shall regulate the application and benefit award process for 207-c benefits.

Section 3. Application for Benefits

1. If a Claimant is injured or taken sick as a result of the performance of his

duties, Claimant or Claimant's supervisor shall complete and file a written incident report with the Sheriff or his designee within 48 hours of the injury or illness or discovery of the injury or illness. The written report shall be signed by Claimant, if able, and shall act as the application for requesting 207-c eligibility and benefits. Upon sufficient reason, a late application for 207-c benefits may be accepted in the discretion of the Sheriff, which shall not be unreasonably denied.

2. The incident report shall include, to the extent practicable, the following information:

- (a) The time, date and place of the incident;
- (b) A detailed statement of the facts surrounding the incident;
- (c) The nature and extent of Claimant's injury or illness;
- (d) The name of any possible witness(es) to the incident; and
- (e) The name and address of all of Claimant's treating physicians.
- (f) The initial determination of eligibility for 207-c benefits shall be made by the Sheriff or his designee and shall be made within five (5) days of receipt of the completed application. The application shall be submitted to the administrative staff from the Jail Division. The administrative staff shall have the right to investigate the circumstances of the injury or illness. Claimant must cooperate with the investigation and provide all information, reports and documentation necessary for the County to determine the nature of the illness or injury or whether the Claimant was injured or taken ill in the performance of duty. Failure to cooperate may, in the discretion of the Sheriff, result in the suspension of benefits, which shall not be unreasonably denied.

3. Claimant shall begin receiving benefits immediately upon filing the application as provided in Section 3 of this procedure unless an initial determination that the Claimant is not entitled to benefits has already been made and the Claimant does not object. These benefits shall not be terminated or interrupted without the benefit of the procedures set forth in Section 10. The receipt of 207-c benefits shall not be deemed to be an admission that the Claimant is entitled to 207-c benefits.

4. If the Claimant is deemed ineligible for benefits, he shall be entitled to a hearing as described in Section 10. Claimant must file a request for an appeal with the Sheriff within ten (10) days.

5. The initial determination shall be mailed to Claimant and the Claims Manager within two (2) business days after the determination is made.

6. There is a continuing obligation on the part of the Claimant to apprise the Sheriff of any changes in the information related to the incident.

Section 4. Authority and Duties of Claims Manager

1. The Claims Manager shall have the sole and exclusive authority to make a final determination of eligibility for 207-c benefits, subject to the dispute resolution procedure herein.

2. The Claims Manager shall have the authority to:

- (a) Employ experts and specialists to assist in the rendering of the determination of eligibility;
- (b) Require the production of any book, document or other record that pertains to the application or injury;
- (c) Require the Claimant to submit to reasonable medical examinations;
- (d) Require the Claimant to sign forms for the release of medical information that bears upon the application;
- (e) Require the attendance of the Claimant and all other witnesses for testimony upon reasonable notice; and
- (f) Do all that is necessary or advisable in the processing of said application.

3. Claimant has an affirmative obligation to cooperate in every way with the investigation conducted pursuant to this procedure. Failure to cooperate may, in the discretion of the Claims Manager, result in suspension of benefits subject to dispute resolution procedure contained in Section 10.

4. The Claims Manager shall mail a written copy of the final determination to the Claimant within ten (10) days of the decision. The written copy shall set forth the reasons for the decision. Appeals from the decision of the Claims Manager shall be made within ten (10) days of the receipt of the decision by the Claimant.

Section 5. Medical Treatment

1. After the filing of an application, the Claims Manager may require a Claimant to submit to a reasonable number of medical or other health examinations as may be directed by the Claims Manager, including examinations necessary to render a final determination of eligibility, examinations or inspections conducted to determine if the Claimant has recovered and is able to perform his regular duties, and/or examinations required to process an application for ordinary and accidental disability retirement. Such treatment may include, but is not limited to medical and/or surgical techniques deemed necessary by the appointed

physicians. Any Claimant who refuses to accept such medical treatment or fails to cooperate with medical examinations shall be deemed to have suspended rights to benefits from that day forward, subject to Section 10.

2. Medical Reports - All physicians, specialists and consultants treating a Claimant shall be required to file a copy of any and all reports with the Claims Manager. Physician notes on Claimant's condition and ability to perform his job duties must be updated every thirty (30) days, unless the Claimant is deemed to be totally and permanently disabled. The Claimant shall execute all necessary releases and shall be responsible for the filing of said reports. Any report generated by the Claims Manager, or any agent of the Claims Manager, that pertains to a Claimant's case shall be made available for inspection after ten (10) days of receipt of the report by the County. A copy of any report shall be made available upon request. Reports under this provision shall be defined as treatment plans and diagnosis.

3. Payment for Medical and Related Services - A Claimant must notify the Claims Manager of expenses for medical services, hospitalization, or other treatment related to injury or illness giving rise to the claim. To the extent practicable, notice shall be made prior to incurring the expense.

4. No claim for surgical operations or physiotherapeutic procedures costing more than \$850.00 shall be paid unless required in an emergency or authorized in advance by the Claims Manager.

5. Bills for drugs, appliances or other supplies will require filing a copy of the prescription by a doctor with the Claims Manager for the particular items billed, stating thereon that the items were supplied as a consequence of the injury or illness upon which claim for benefits is based.

6. Any disputes pertaining to medical treatment shall be resolved pursuant to Section 10 of these procedures.

Section 6. Light Duty Assignments

1. Any Claimant receiving benefits who is not eligible for, or who is not granted, an ordinary or accidental disability retirement or retirement for disability incurred in performance of duty, or similar accidental disability pension, may be examined by a physician chosen by the Claims Manager to determine the Claimant's ability to perform light duty. Any Claimant deemed able to perform light duty by the Claims Manager may be directed by the Sheriff, in his sole discretion, to perform such light duty for a specified period of time as determined by the Sheriff.

2. If possible, the light duty assignment shall be made to the Claimant's previously assigned shift based upon the needs of the office as determined by the Sheriff and/or his designee.

3. If the Claimant returns to work in a light duty assignment within six (6)

months from the beginning of his leave, Claimant shall be given the same days off that he had when the leave commenced, unless otherwise agreed.

4. A Claimant who disagrees with the order to report for light duty may, within 48 hours after receipt of the order, appeal said order pursuant to Section 10 of these procedures.

5. Payment of benefits shall be discontinued to any Claimant who fails or refuses to perform light duty after exhaustion of the procedures contained in Section 10.

Section 7. Changes in Condition of Claimant

1. Each Claimant shall be required to notify the Claims Manager of any change in his condition which may enable him to return to normal duties or to be classified as eligible for light duty. This notice shall be made in writing within 48 hours of change.

2. Each Claimant shall be required to report to the Correction Administration on a bi-weekly basis, unless otherwise agreed. Exceptions to the reporting requirement shall be made when medically necessary.

Section 8. Right of Perpetual Review and Examination

1. The Claims Manager shall have the right to review the eligibility of every Claimant throughout the period during which benefits are received. This right shall include, but shall not be limited to:

- (a) Requiring Claimant to undergo a reasonable number of medical examinations by physician or physicians chosen by the Claims Manager;
- (b) Requiring Claimant to testify as to his current condition; and
- (c) Requiring Claimant or any other involved parties to provide any documentation, books or records that bear on Claimant's case.

Section 9. Termination of Benefits

If, for any lawful reason, including but not limited to all those reasons specified in these procedures, the Claims Manager determines that a Claimant is no longer, or was never, eligible for benefits, the Claims Manager shall terminate such benefits effective the date of the determination of ineligibility. Notice of such termination and the reasons therefor shall be served by mail upon the Claimant and the Sheriff. The Claimant, within ten (10) days after receipt of the notice of termination, may request a hearing to review the decision to terminate benefits. Pending a determination under this Section, the Claimant will continue to receive 207-c benefits. Any benefits paid to a Claimant who is later determined to have been ineligible for all or part of such benefits shall be refunded to the County as set forth in Section 10.

Section 10. Dispute Resolution

1. Any determination by the Claims Manager shall be final and binding unless appealed by the Claimant or his designee by filing a demand for arbitration within ten (10) days of receipt of notice of that determination to the Claimant and Union from the Claims Manager. The Demand shall be filed by the Claimant by certified mail, return receipt requested with the Claims Manager. The Claims Manager shall then select an arbitrator on a rotating basis from a panel of four (4) arbitrators to which the parties shall have agreed. If that arbitrator cannot arbitrate within forty-five (45) calendar days from initial contact, the Claims Manager shall go to the next panel arbitrator unless the parties have agreed otherwise. If after exhaustion of this process, none of the agreed upon arbitrators are available or four (4) arbitrators have not been impaneled, the Claims Manager shall so notify the Claimant and the Union. The Claimant shall then have ten (10) days to file a demand for arbitration with the New York State Public Employment Relations Board under its normal rules. The arbitrator's decision shall be final and binding on the County, Union and the Claimant, subject to Article 75 of the Civil Practice Law and Rules. The cost of the arbitrator shall be borne equally by the parties. The parties shall be responsible for the cost of their own attorneys and witnesses. Absent extenuating circumstances, the hearing shall be held within 45 calendar days of the filing of the appeal. During the pendency of the disputed claim, the Claimant shall receive 207-c benefits subject to the following.

2. Absent extenuating circumstances, if the Union or the Claimant is unavailable within the 45 calendar day period, 207-c benefits shall cease at the end of the 45 calendar day period, at which time the Claimant may use accruals or receive Workers' Compensation benefits if eligible. If the Union or the Claimant adjourns the hearing, 207-c benefits shall cease, at which time the Claimant may use accruals or receive Workers' Compensation benefits if eligible.

3. The panel of four (4) arbitrators shall be chosen as follows: promptly after execution of the 2007-2010 Collective Bargaining Agreement, the parties shall meet and agree upon a panel within thirty (30) days of ratification of the Agreement.

4. If it is determined by the arbitrator that Claimant is ineligible for 207-c benefits, the Claimant shall reimburse the County for any benefits advanced by way of charge to accruals. Claimant may also reimburse the County in the form of a check to the Commissioner of Finance. If the Claimant has insufficient accruals, Claimant shall reimburse the County for monies advanced by way of payroll deduction within 150 calendar days.

5. The above procedure shall apply to all contested claims and issues, including initial determination, continued eligibility, medical treatment and medical ability to perform light duty.

Section 11 Coordination with Workers' Compensation Benefits

Upon payment of 207-c benefits, any wage or salary benefits awarded by the

Workers' Compensation Board shall be payable to the County for periods during which a Claimant received 207-c benefits. If Claimant received any Workers' Compensation benefits which were required to be paid to the County, Claimant shall repay such benefits to the County, or such amounts due may be offset from his salary or any 207-c benefits thereafter. Upon termination of 207-c benefits, any continuing Workers' Compensation benefits shall be payable to Claimant.

Section 12. Discontinuation or Reduction of Salary and Wages or Other Benefits

1. Payment of all 207-c benefits shall be discontinued with respect to any Claimant who is granted an ordinary or accidental disability pension.

2. Payment of 207-c salary and wages shall be offset by any payments the Claimant receives from the Social Security Administration pertaining to his injury or illness, as required by law.

Section 13. Appeals

No dispute arising out of the application of this procedure or the construction of 207-c shall be subject to the grievance procedure. The appeal procedure herein shall be the exclusive remedy for resolving 207-c disputes.

Section 14. Affirmation

This procedure shall supersede all prior 207-c procedures. The parties agree that there will be no changes made to this procedure without negotiation between the parties.

Section 15. Sunset

The modifications to Section 10 of this Procedure which were negotiated for the 2007 through 2010 Collective Bargaining Agreement shall "sunset" at the close of business on December 31, 2010, and the prior provisions shall be reinstated.

APPENDIX H - Weekly Canine Report

The undersigned, having been assigned as a canine officer for the week commencing on _____ and ending on _____, has completed all necessary training, care, general maintenance, handling, and related tasks for my dog and have spent ___ hours off-duty time doing so.

Pursuant to the collective bargaining agreement, I hereby request:

_____ Hours of time and one-half at the federal minimum wage

_____ Equivalent (after appropriate pro-ration and conversion) compensatory time.

_____ Hours at time and one half the contract rate for duties performed on

_____ (date) between the hours of _____ and _____ for
_____.

Dated: _____

Correction Officer