
AGREEMENT

BY AND BETWEEN

DUTCHESS COUNTY

AND THE

**CIVIL SERVICE
EMPLOYEES ASSOCIATION, INC.**

LOCAL 1000, AFSCME, AFL-CIO

CSEA

Dutchess County Unit
Dutchess County Local 814

<p>January 1, 2017 - December 31, 2020</p>

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THIS AGREEMENT, made this _____ day of April, 2018 by and between the **COUNTY OF DUTCHESS**, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as the "County"), and the **CIVIL SERVICES EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME/AFL-CIO, DUTCHESS COUNTY UNIT, DUTCHESS COUNTY LOCAL 814**, having its principal place of business at 143 Washington Avenue, Albany, New York 12210 (hereinafter referred to as the "Union").

W I T N E S S E T H :

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

ARTICLE I
DEFINITIONS

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

"Anniversary Date" means the date on which an Employee is hired.

"Adjusted Benefit Date," means the date on which an Employee is hired, adjusted by adding any period of more than five consecutive days during which the Employee does not appear on the payroll. This date affects accrual of leave time and payment of health insurance premiums.

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

"County" means the County of Dutchess, and its units of government including Dutchess Community College.

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

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

"He" means she, pursuant to Section 22 of the General Construction Law.

"Union" means the Civil Service Employees Association, Inc., Local 1000, AFSCME/AFL-CIO, Dutchess County Unit, Dutchess County Local 814.

"Unit" means any department, office or division of County government as defined in the Dutchess County Charter or Administrative Code.

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

ARTICLE II **RECOGNITION**

SECTION 1. REPRESENTATION

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

SECTION 2. MEMBERSHIP DUES

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

SECTION 3. 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 within 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 the following procedures providing for the refund to any Employee demanding the return of any part of the agency shop fee deductions which represent the Employee's prorated share of the expenditures by the Union in aid of activities or causes only incidentally related to the terms and conditions of employment:

- (a) An annual amount of 3% of the dues or agency shop fee paid by an individual shall be appropriated by the Union for political or ideological purposes. Any dues paying member of the Union or person paying an agency shop fee who objects to the appropriation of this portion of their payment for political or ideological purposes unrelated to collective bargaining shall have the right to object to such appropriation. An objector shall file written notice by registered or certified mail of his objection with the Union's State Treasurer during the month of each year so designated by the CSEA, Inc. Upon receipt of such objection, the Union's State Treasurer shall remit to the objector 3% of the dues or agency shop fee paid by the objector during the past 12 months.
- (b) Any person paying an agency shop fee who asserts that the Union is expending more than the amount referred to in paragraph (a) for political or ideological purposes may file a claim for such additional sum with the Union's State Treasurer by registered or certified mail.

SECTION 4. NO STRIKE AFFIRMATION

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

ARTICLE III

COLLECTIVE BARGAINING UNIT

SECTION 1. DEFINITION OF UNIT

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

SECTION 2. MODIFICATION OF UNIT

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

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

SECTION 3. AMENDED APPENDICES

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

ARTICLE IV
COMPENSATION

SECTION 1. SUPPORTING DOCUMENTS

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

- (a) Annual Salary Job Group Allocations (Appendix "A");
- (b) Annual Salary Schedule for 2016 (Appendix "B");
- (c) Annual Salary Schedule for 2017, 2018, 2019 & 2020 (Appendix "C.1");
- (d) Longevity Schedule (Appendix "C.2");
- (e) On-Call Compensation Schedule (Appendix "C.3");
- (f) Rules for Administration of the Salary Plan (Appendix "D").

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

SECTION 2. SALARIES

The salary schedule Appendix "B" reflects the 2016 salary schedule.

- (a) The salary schedule for 2017 reflects an increase of two and one half percent (2.5%) over the 2016 schedule.
- (b) The salary schedule for 2018 reflects an increase of two and one quarter percent (2.25%) over the 2017 schedule.
- (c) The salary schedule for 2019 reflects an increase of two and one quarter percent (2.25%) over the 2018 schedule.
- (d) The salary schedule for 2020 reflects an increase of two and one quarter percent (2.25%) over the 2019 schedule.
- (e) Retroactive salary payments shall be paid to those Employees on the payroll on the date of Union ratification. In addition, retroactive payments shall be made to those Employees who have retired between January 1, 2017, and the date of final Union ratification, and are receiving a NYS retirement pension. Retroactive payments will be made to the estate of any Employee who died between January 1, 2017, and the date of final Union ratification. Retroactive payments shall be used to reduce any amounts owed to the County by an Employee that are subject to recoupment without

regard to the provisions of Article IV, Section 9. Payments will be made as soon as practicable after final execution of this Agreement by the County Executive.

SECTION 3. SHIFT COMPENSATION

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

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

SECTION 4. EMERGENCY CALL-BACK PAY

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

- (a) When an Employee is at work and requested to come back to work at a later time or date, this shall be considered pre-scheduled overtime and shall be compensated at regular overtime rates and not treated as emergency call-back.
- (b) When an Employee is requested after the end of his regular shift (i.e. after he has punched out for the day) to come back to work prior to his next regular shift, he shall be compensated pursuant to the emergency call-back clause.
- (c) When an Employee is ordered or requested to remain at work and work beyond his regular shift, this shall be construed as continuous overtime and shall be compensated at regular overtime rates.
- (d) When an Employee is ordered to perform mandatory overtime on a non-continuous basis, that is to say if there is an interruption or break between the Employee's regular shift and the performance of the mandatory overtime and the Employee receives less than 12 hours notice, then this shall be treated as emergency call-back and shall be compensated pursuant to the emergency call-back clause of the agreement.
- (e) Notwithstanding anything to the contrary set forth herein, if an Employee works from a vehicle as part of his job duties, that time shall be considered as time worked and compensated at time and one-half. He shall not, however, receive any additional travel time payments.

SECTION 5. INCREMENTS

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

SECTION 6. ANNUAL PERFORMANCE APPRAISAL

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

SECTION 7. LONGEVITY PAYMENT

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

SECTION 8. ON-CALL PAY

- (a) Employees who are required to be on-call and available to respond on a 24-hour basis to job related emergencies or urgent situations shall be compensated for each week of on-call assignment. A week of on-call assignment commences at 12:00 a.m. on a given day and ends on 11:59 p.m. seven (7) days later, in accordance with the schedule made by the Unit Head.
- (b) Compensation shall be based on the Employee's grade and frequency of on-call assignment as described in the On-Call Compensation Schedule (Appendix "C.3"). Compensation shall only be made when Employees are actually scheduled to be on-call. Employees who are required to be on-call and available to respond on a 24-hour

basis to job-related emergencies or urgent situations for less than a full week shall be compensated on a prorated basis.

- (c) Employees may request on-call pay to be compensated as straight time compensatory time. The approval or denial of the Employee's request shall be in the sole discretion of the Unit Head. Full time Employees shall receive either seven or eight hours of straight time compensatory time, consistent with the basic workday of their title as defined in Article V, Section 1(a), for each full week of on-call pay. Employees may not either split a week of on-call pay between payment and straight time compensatory time nor earn straight time compensatory time for partial weeks of on-call pay. If straight time compensatory time is granted, it must be taken within 6 months of the date earned or it shall be converted to sick leave. The provisions in paragraph (c) will not be subject to the grievance procedure.

SECTION 9. RECOUPMENT

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

ARTICLE V
WORKDAY AND WORK WEEK

SECTION 1. BASIC WORKDAY AND WORK WEEK

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

SECTION 2. OFFICE HOURS

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

SECTION 3. WORKING HOURS

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

SECTION 4. RECORD OF ATTENDANCE

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

SECTION 5. FLEX TIME

- (a) A full-time Employee may submit a written flex time proposal on his behalf to the Unit Head. If the Unit Head and the Employee agree to a flex time proposal, it will be channeled through the Dept. of Human Resources to the Labor Management Committee for its review and recommendations prior to implementation.
- (b) If the Unit Head denies the proposal, he shall submit the proposal and his response to the Labor Management Committee. The Labor Management Committee will review

the proposal and make recommendations to the Unit Head. Upon its request, the Unit Head will submit the basis for his determination and/or the Employee will submit additional information to the Labor Management Committee to assist it in its review. All recommendations shall be advisory and non-grievable and not otherwise subject to administrative or judicial challenge. Recommendations must be supported by a majority of the full membership of the Committee.

- (c) Flex time requests shall not be unreasonably denied.

SECTION 6. ALTERNATE WORK WEEK PROGRAM

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

ARTICLE VI

OVERTIME

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

- (a) Office Employees. Except as otherwise provided in this Article, office personnel shall be compensated at straight time rates or receive straight time compensatory time for hours worked between 35 and 40 hours per week. The decision to pay Employees or award compensatory time shall be at the discretion of the Unit Head, taking into consideration the Employee's needs.
- (b) Office personnel who work over 40 hours per week shall be compensated at the time and one-half rate or receive time and one-half compensatory time. The decision to pay Employees or award compensatory time shall be at the discretion of the Unit Head, taking into consideration the Employee's needs.
- (c) Other Employees. Except as otherwise provided in this Article, overtime for all other Employees is defined as all hours worked in excess of 40 hours per week. Overtime shall be compensated at the time and one-half rate and shall be granted in pay or time off, in the discretion of the Unit Head, taking into consideration the Employee's needs.
- (d) Compensatory time, whether earned at overtime or straight time rates, shall, after appropriate conversion, be credited at a single straight time rate. For example, when 6 hours of compensatory time is earned at the overtime rate, it shall be credited as 9 hours at the straight time rate.

- (e) If compensatory time is granted, it shall be taken within 6 months of the date earned or it shall be paid to the Employee in the first payroll period of the seventh month.
- (f) No Employee shall be compensated for overtime unless he was first properly directed to work such overtime by the Unit Head.
- (g) Upon the death or separation of an Employee, the Employee's estate or the Employee shall be paid for all unused accumulated compensatory time.

SECTION 2. EXCLUDED TITLES

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

SECTION 3. HOURLY RATE COMPUTATION

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

SECTION 4. HOLIDAY WORK

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

SECTION 5. IN LIEU DAY

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

SECTION 6. WORK WEEK COMPUTATION

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

SECTION 7. OVERTIME PAY RATE

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

SECTION 8. DISTRIBUTION OF OVERTIME

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

SECTION 9. CHANGE OF WORK HOURS

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

ARTICLE VII
HOLIDAYS, VACATIONS, LEAVES

SECTION 1. HOLIDAYS

- | | | | |
|-----|------------------------|------------------|------------------|
| (a) | New Year's Day | Memorial Day | Election Day |
| | Martin Luther King Day | Independence Day | Veteran's Day |
| | Lincoln's Birthday | Labor Day | Thanksgiving Day |
| | Washington's Birthday | Columbus Day | Christmas Day |

- (b) When a holiday falls on a Sunday, Employees will be entitled to the Monday immediately following for such observance. When a holiday falls on a Saturday, Employees will be entitled to the preceding Friday for such observance.
- (c) Holiday observance at the Dutchess Community College shall be in accordance with this Article, except that holidays shall be scheduled by the College to coincide with the academic schedule in the same calendar year they actually occur unless otherwise agreed.
- (d) For those job classifications required to work on a 7 day schedule, Employees will observe all holidays on the actual date of the holiday.

SECTION 2. VACATIONS

(a) All Employees shall earn quarterly paid vacation on their adjusted benefit date based upon completion of each quarter year of continuous employment as noted below.

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

- (b) Unit Heads, in their discretion, will schedule vacation time taking into consideration the following factors:
- (i) Request of the Employee;
 - (ii) Needs of the Unit and
 - (iii) Seniority.
- (c) An Employee may utilize vacation credits in minimum units of one half hour. Employees shall be allowed to accrue vacation credits up to an amount not to exceed 45 days; accruals exceeding that limit shall be forfeited.
- (d) Employees shall retain any earned vacation benefits if they transfer between Units within the County.
- (e) Upon death, retirement or separation from the County in good standing, Employees will be paid the monetary value of accumulated unused vacation time in an amount not to exceed the maximum as specified in subdivision (c) above. If an Employee dies while employed by the County or retires from service on other than his adjusted benefit date, the County shall pay the prorated monetary value of vacation time from his previous adjusted benefit date to the date of death or retirement in addition to the monetary value of his accumulated unused vacation time up to the earned maximum as specified in subdivision (c) above.

SECTION 3. SICK LEAVE

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

- (a) For an Employee hired prior to April 1, 2018 sick leave will be accrued at the rate of one (1) day for each month of continuous employment with unlimited accumulation.
- (b) For an Employee hired on or after April 1, 2018, sick leave will be accrued at the rate of ten (10) days per year of continuous employment with unlimited accumulation. Accruals will be awarded as a full day per month for ten (10) of the twelve (12) months in a service year. Any employee earning twelve (12) sick days per year who

- returns to County service after at least a one (1) year break in service will receive the ten (10) days of sick leave accrual outlined in this section. (Leaves pursuant to Civil Service Law Section 71 or Section 72 or time on a preferred eligible list (PEL) will not be deemed a break in service for this provision.)
- (c) Sick leave may be taken in minimum units of one half hour. The Unit Head may, in his discretion, require confirmation of the use of sick leave and its purpose from the Employee.
 - (d) Employees are responsible for reporting and justifying their use of sick leave. Advance notification of sick leave shall be given whenever possible. Notification of use of sick leave must be given no later than 1 hour after the Employee's normal time for reporting to work. In the event that the absence of an Employee would necessitate that a substitute be called in, the Unit Head may require earlier notification. However, in no case will an Employee be required to report sick leave more than two hours prior to the start of his work day. Sick leave will not be paid if the Employee fails to provide notice as set forth above.
 - (e) Before absence for personal illness or disability in excess of two continuous days may be charged against accumulated sick leave credits, a Unit Head may require proof of illness or disability. A Unit Head may also require that an Employee be examined at County expense by a physician designated by the County. However, where an illness is of a "very personal nature", the County will accept and pay for an examination by the Employee's personal physician.
 - (f) If an Employee has used six (6) days of sick leave during the course of a twelve (12) month period, a Unit Head may require the aforementioned proof or examination before any subsequent absence may be charged against accumulated sick leave credits. Such proof of illness shall be required for a six (6) month period from the last used sick day, if the Unit Head provides written notice that the Employee has exceeded the above limitation.
 - (g) A Unit Head may require that an Employee who has been absent because of personal illness or disability be examined by a County designated physician prior to his return to work. Said examination shall be scheduled and performed within ten (10) working days after the Unit Head receives, in writing, notice from the Employee's physician that he is capable of returning to work and performing his normal duties without jeopardizing his own health and safety or that of his fellow Employees. In the event the examination does not occur within ten (10) working days, the Employee will be placed back on the payroll, and, in the discretion of the County, be required to return to work. This examination will be paid for by the County and is intended to establish that the Employee is not disabled and can perform his normal duties and that his return to work will not jeopardize his own health and safety or that of his fellow Employees.
 - (h) When an Employee changes Units within the County service, his accumulated sick leave credits shall be transferred with him.

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

SECTION 4. PERSONAL LEAVE

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

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

SECTION 5. LEAVE FOR CIVIL SERVICE EXAMINATION: INTERVIEWS

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

SECTION 6. LEAVE FOR COURT AND JURY ATTENDANCE

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

SECTION 7. MILITARY AND OTHER LEAVES REQUIRED BY LAW

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

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

SECTION 8. WORKERS' COMPENSATION LEAVE

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

SECTION 9. LEAVES OF ABSENCE WITHOUT PAY

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

SECTION 10. EMERGENCY FIRE/DISASTER LEAVE

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

SECTION 11. BEREAVEMENT LEAVE

An Employee shall be granted five (5) consecutive working days off with pay at the time of death of an Employee's spouse, parent, or child. An Employee shall be granted three (3) consecutive working days off with pay at the time of death of an Employee's grandchild, grandparent, brother, sister, mother-in-law, father-in-law, legal guardian, step-parent, step-child, step-brother or step-sister. An Employee shall be granted one (1) working day off with pay at the time of death of an Employee's brother-in-law, sister-in-law, son-in-law or daughter-in-law.

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

SECTION 1. HEALTH INSURANCE FOR CURRENT EMPLOYEES

- (a) The County previously participated in a traditional indemnity health insurance plan for the benefit of its Employees and their families known as the Dutchess County Government Employee Health Benefit Plan, a self insured plan. This plan had provided coverage, which was the same as the coverage provided by Empire Blue Cross/Blue Shield of Northeastern New York, as it existed on December 31, 1989.

The County shall provide and administer group health insurance plan coverage for the benefit of the bargaining unit Employees, their Spouses and eligible Dependents. The County currently offers two coverage options:

- (i) a PPO (Preferred Provider Organization):The Empire Plan, New York State Health Insurance Program (NYSHIP)
 - (ii) an EPO (Exclusive Provider Organization): MVP Health Plan Inc.
- (b) The County shall contribute the following amounts towards the premium cost of the applicable health insurance plan set forth in subdivisions (a) above:
- (i) For Employees with an adjusted benefit date prior to July 1, 1979 – 95% towards the premium cost of the applicable plan.
 - (ii) For Employees with an adjusted benefit date on or after July 1, 1979 but before January 1, 2007 - 85% of the premium cost of the applicable plan.
 - (iii) For Employees with an adjusted benefit date on or after January 1, 2007, – 80% of the premium cost of the applicable plan for the first ten (10) full years of employment. Commencing on the Employees’ eleventh (11th) year of employment, the County shall contribute at the same rate as for those Employees referenced in (ii) above.
 - (iv) Effective January 1, 2007, an Employee’s health insurance contribution rate shall not be increased as a result of a change in his or her adjusted benefit date provided that Employee has remained continuously employed (no separation from employment followed by subsequent re-employment) by the County.
 - (v) Employees shall contribute the balance in 24 equal payroll deductions to be taken in the first two paychecks actually paid (issued) in any calendar month.
- (c) The County reserves the right to review health insurance for double coverage due to other family members being employed. An Employee who is eligible for health insurance coverage through the County and another public or private employer must elect coverage under only one of those plans. The Employee may have individual coverage for himself or family coverage for himself and some or all of his family

under either plan, but the Employee may not have coverage for himself or any family member under both plans. Employees must fully cooperate with the County in implementing this provision.

- (d) All Employees appointed to permanent budgeted positions working at least 17 1/2 hours per week with an expected term of employment of at least six (6) months, shall be eligible for health insurance coverage. An application must be submitted within thirty (30) days of their date of hire. The effective date of coverage will be the first of the second complete month following their date of hire (i.e. an employee hired between October 2 and October 31 would be effective December 1).
- (e) The County and the Union shall establish a Health Insurance Advisory Committee for the purpose of seeking effective and significant cost containment measures to control the rising cost of health insurance coverage. Such measures may include, but are not limited to, changing deductible and co-insurance requirements, changing health insurance carriers, seeking a health insurance administrator, and deleting or changing portions of health insurance plans. The Committee shall meet quarterly or as deemed necessary by members of the advisory committee and may bring in additional parties to assist in their review.
- (f) The County may, as hereinafter provided, upon sixty (60) days written notice to the Union of its intention to do so, self insure, in whole or in part, any or all of the above referenced health insurance plans or thereafter, change to a health insurance carrier, or change health insurance carriers provided the benefits including the deductibles and co-pays remain substantially equivalent.

SECTION 2. HEALTH INSURANCE FOR RETIRED EMPLOYEES AND SURVIVING SPOUSES

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

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

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

SECTION 3. DENTAL PLAN

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

SECTION 4. OPTICAL PLAN

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

SECTION 5. RETIREMENT PLANS

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

SECTION 6. DISABILITY INSURANCE

- (a) The County shall continue to provide disability insurance through a private provider and not pursuant to the New York State Workers' Compensation Law, for all Employees on the payroll and appointed to permanent positions with a work commitment of 6 months or more. The disability insurance plan shall provide substantially those benefits as set forth in Appendix "E."
- (b) Eligible Employees shall be enrolled in the disability insurance plan after 1 calendar month has elapsed from the close of the calendar month in which they were hired and thereafter shall immediately be eligible for benefits.
- (c) Employees may not draw disability insurance benefits for any period or disability for which they were eligible for workers' compensation benefits.
- (d) Employees may use benefit time to supplement their disability payments either for any applicable waiting period or to bring payments to 100% of base salary.
- (e) Benefit time used for a period covered by the disability insurance plan shall be proportionately credited to the Employee when and if the County is reimbursed for the disability payment. Benefit time shall be credited to the Employee in the same sequence and category (sick, personal, and the like) as the time taken. It shall be credited in the same proportion the dollar disability reimbursement to the County bears to the dollar benefit time payment made to the Employee. Accordingly, if the disability reimbursement to the County is less than 100% of the benefit time payment to the Employee, then the time credited to the Employee shall be proportionately less than 100% of the benefit time taken.
- (f) Employees who are receiving disability insurance payment under this section shall continue to be eligible for County health insurance at the same contributory ratio during the period of disability (a maximum of twenty-six (26) weeks), regardless of FMLA status.

SECTION 7. HEALTH INSURANCE BUY-OUT

- (a) An Employee enrolled in a County health insurance plan for the twenty-four (24) months immediately prior to submission of his buy-out application shall be eligible for a health insurance buy-out for the plan category (individual or family coverage) in which he was actually enrolled for those prior twenty-four (24) months as hereinafter set forth. Thereafter an Employee may continue to apply for the buyout if that Employee would otherwise be eligible for health insurance.
- (b) In the event that the employee has not been enrolled in a family plan for 24 months but has been continuously receiving health care insurance benefits for the prior 24 month period (either in an individual plan or in a combination of the time in an individual plan and family plan for 24 months continuously) then the buyout will be awarded at the individual rate.
- (c) An Employee, who meets the criteria above, may exercise the health insurance buyout by submitting an application to the County, any time during the year they

- elect to terminate County coverage but no later than the open enrollment period designated by the County, within that same calendar year that he/she terminated coverage along with proof of alternative non-County health insurance coverage. The application shall be as prescribed by the County and made available by Risk Management. No award shall be made in the year in which application is made (i.e., coverage is dropped in June of 2016, the buyout will be applicable in the calendar year 2017).
- (d) Once an Employee has exercised the buyout, it shall remain effective for a designated calendar year unless rescinded as set forth below.
 - (e) Each Employee who exercises the health insurance buyout shall be paid \$1,250.00 for an individual plan, and \$2,500.00 for a family plan for the health insurance plans available pursuant to this Agreement.
 - (f) Payment shall be made between December 1st and December 15th of the following year for applications made in the current year. If an Employee leaves County employment before December 15th, he shall receive a buyout payment prorated on a monthly basis for the appropriate period.
 - (g) An Employee who has elected the health insurance buyout may rescind that election by presenting written proof of loss of health insurance coverage to the County. The Employee shall be eligible to apply for enrollment in an appropriate health insurance plan subject to the prescribed waiting period and the applicable health insurance contribution rate for that Employee. The Employee shall not be eligible for any buyout payment for that year.
 - (h) Employees who elect this buyout and subsequently retire, shall have their buyout payments prorated on a monthly basis for the current year. Retirees are not eligible for the buyout. As is present practice, an Employee must have been enrolled in a County health insurance plan on the date of retirement to be eligible for Retiree Health Insurance-Article VIII, Section 2.

SECTION 8. NEW YORK STATE PAID FAMILY LEAVE

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

SECTION 9. PARENTAL LEAVE

- (a) Permanent full time employees who are eligible for Paid Family Leave will also be eligible for paid Parental Leave upon the birth or adoption of a child after having served at least one year in any full-time position. This benefit is intended to assist employees with bonding with a newly born or adopted child. Full time employees are eligible for Parental Leave immediately after a child's birth, or immediately after the placement of a child for adoption in a full-time employee's home.

- (b) Employees are entitled to up to eight (8) weeks of parental leave upon the birth or adoption of a child. The eight (8) weeks need not be taken consecutively or immediately, but the use of paid Parental Leave expires after twelve (12) weeks from the birth or adoption of the child.
- (c) This benefit is a supplement to Paid Family Leave and will provide a balance payment between the Paid Family Leave covered salary and the employee's full salary.
- (d) Employees will use available Family Medical Leave Act (FMLA) time concurrently with this benefit.

ARTICLE IX
TENURE

SECTION 1. RIGHTS OF NON-COMPETITIVE AND LABOR CLASSES

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

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

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

SECTION 2. LAYOFFS

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

ARTICLE X
MISCELLANEOUS

SECTION 1. MERIT AWARD PROGRAM

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

SECTION 2. TUITION PAYMENTS; TUITION WAIVERS

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

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

SECTION 3. MEAL PAYMENTS

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

- (a) For work performed immediately following an Employee's regular or scheduled full-time workday:
 - (i) First complete two (2) hour period - \$5.75
 - (ii) The next succeeding complete six (6) hour period - \$3.50
 - (iii) Each succeeding complete four (4) hour period thereafter - \$3.50
- (b) For work performed immediately before an Employee's regular or scheduled full-time workday:

- (i) First complete two (2) hour period - \$1.80. Effective upon final execution of the contract by the County Executive this amount shall be increased from \$1.80 to \$5.75.
 - (ii) The next preceding complete six (6) hour period - \$3.50
 - (iii) Each preceding complete four (4) hour period - \$3.50
- (c) Emergency call-back:
- (i) For each complete four (4) hour period up to next workday - \$3.50
- (d) Prescheduled non-continuous overtime:
- (i) For each complete four (4) hour period - \$3.50
- (e) Present IRS Regulations provide that meal payments made without a receipt are taxable income. If an Employee submits a receipt for meal payments referenced in this Section, the Employee shall be paid the amount shown on the receipt up to the amount otherwise designated in this Section. The balance, if any, between the amount shown by the receipt and the amount provided for in this Section, shall not be reimbursed. Meal payments made without a receipt shall be paid in accordance with (a), (b), (c) and (d) above and will be considered taxable income as provided by IRS Regulations. IRS Regulations are subject to change.

SECTION 4. MILEAGE

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

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

- (a) Authorization by the Unit Head, subject to approval by the County Executive, of all out-of-county travel or attendance at conferences, in-service training sessions, or other meetings is required. No additional compensation shall be paid to Employees for out-of-county travel or attendance at these conferences, training sessions or meetings, except when an Employee is directed by his Unit Head, subject to approval by the County Executive, to attend a meeting, conference or training session as a part of his job duties, he shall receive compensatory time for travel to and from the conference, meeting, or training site when such travel time is over and above his regular work day. Reimbursement for actual and necessary expenses incurred shall be paid upon the submission of vouchers within thirty (30) days after incurrence of the expense. The County will reimburse the Employee within thirty (30) days of receipt of voucher in acceptable form and will provide a copy of the voucher to the Employee. Allowable expenses include mileage or other travel expenses, food, lodging, tolls, conference and tuition fees. Receipts for all expenses except mileage are required.
- (b) Payment for meals is subject to the following limitations:
- Breakfast - if departure is prior to 7:00 AM,
 - Lunch - if outside of County on County business between 11:00 AM. and 2:00 PM,
 - Dinner - if arrival at home is after 7:00 PM.

- (c) Payment for meals may be made without a receipt in the following amounts:
Breakfast: \$3.50;
Lunch: \$5.00;
Dinner: \$9.75.
- (d) When an Employee is requested by a Unit Head to attend an in-county function and meals are an integral part of that function, the Employee shall be compensated for meal expenses associated with the function. The Employee shall be notified in advance of approval to attend the function and advised that compensation for meals will be made.
- (e) When an Employee is assigned, as a regular part of his duties, by a Unit Head, to attend a job-related event, either in-County or out-of-County, and meals are an integral part of that event, the Employee shall be compensated for meal expenses associated with the event. The employee shall be notified, in advance, of approval to attend the event and advised that compensation for meals, subject to any restrictions designated by the Unit Head, will be made.
- (f) Present IRS Regulations provide that meal payments made without a receipt are taxable income. If an Employee submits a receipt for the meal payments referenced in this Section, the Employee shall be paid the amount shown on the receipt up to the amount otherwise designated in this Section. The balance, if any, between the amount shown by the receipt and the amount provided for in this Section shall not be reimbursed. Meal payments made without a receipt shall be paid in accordance with (b) and (c) above and will be considered taxable income as provided by IRS Regulations. IRS Regulations are subject to change.

SECTION 6. PROMOTION

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

SECTION 7. UNIFORMS, WORK CLOTHES AND TOOL ALLOWANCE

- (a) The County shall continue to provide protective work clothes for those positions presently identified as requiring such clothing. The County reserves the right subject to law to identify in the future other positions, which would warrant protective work clothes. The parties shall establish a Labor Management Committee to determine which employees, excluding employees of Dutchess Community College, are eligible to purchase protective footwear under the provision herein.
- (b) The County reserves the right to require any group of Employees to wear a designated uniform. In that case, the County shall provide two sets of uniforms for winter and summer. Employees shall be responsible for every day cleaning, maintenance, and minor repair of uniforms. The County shall replace worn out uniforms or uniforms damaged beyond repair through no fault of the Employee.

- (c) The County shall pay \$150.00 per year to each Automotive Mechanic, Construction Equipment Mechanic I and Construction Equipment Mechanic II, to purchase new, replacement and/or additional tools for use in the course of employment. Effective January 1, 2018, the amount will be increased to \$500.00 annually and the following titles will be added to the list: Senior Automotive Mechanic, Auto Service Center Supervisor, Equipment Mechanic Supervisor I and Equipment Mechanic Supervisor II.
- (d) Each Airport Maintenance Mechanic II and the Airport Maintenance Supervisor shall provide, at his own expense, an appropriate set of tools, as determined by the Unit Head, for use while employed by the Department of Aviation. These tools shall be available for use during working hours and may be secured on County property upon approval of the Unit Head. Should any Employee provided tool fail during normal use, the County shall replace the tool with one of equal quality, provided the tool is not covered by an outside warranty.

SECTION 8. DEDUCTIONS

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

SECTION 9. ALTERNATE CIVIL SERVICE EXAMINATION DATES

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

SECTION 10. PARKING

- (a) The County shall provide parking for County vehicles driven by Employees and for private vehicles when Employees are required to use them on a regular basis for County business. Regular use is defined as utilizing their personal vehicle at least 40% of the working time during a month. In cases where no County spaces are available, reimbursement will be made based on the actual cost of the parking facility where the Employee parks, to a maximum of \$35.00 per month. The Employee will submit a voucher on a monthly basis, with receipts for parking and evidence of daily mileage during the month, to his Unit Head. The County will reimburse the Employee within thirty (30) days of receipt of a voucher in acceptable form and will provide a copy of the voucher to the Employee. This subsection (a) will sunset May 31, 2018.
- (b) Effective June 1, 2018, the County will reduce an employee's payroll deduction for parking expense up to \$11.50 per payroll (26 payrolls annually). This benefit is eligible to employees who park in City of Poughkeepsie Municipal Parking Lots and authorize payments to be made to the City through a payroll deduction.
- (c) Employees are required to enter into agreement directly with the City of Poughkeepsie to rent/lease parking in City of Poughkeepsie Municipal Lots unless otherwise stipulated. The County will not be responsible for administration, availability/location, liability or any other role/obligation related to these parking arrangements with the City.

- (d) Employees who are hired and/or separate from the County are responsible for resolving any outstanding obligations with the City of Poughkeepsie.

SECTION 11. WORK LOCATIONS

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

SECTION 12. CURTAILMENT OF SERVICES; CONTRACTING OUT

- (a) Curtailment of Services. In the event the County decides it is necessary to curtail the services of Employees, it will negotiate the impact of such curtailment. The County will abide by the Civil Service Law and other applicable provisions of this Agreement in the layoff of competitive class Employees.
- (b) Contracting Out. The County will not exercise its right to contract work out if the result of contracting out is the layoff or discharge of then existing Employees. However, if the County determines it has a need to contract out services that would cause the layoff of Employees, the County and the Union will discuss such contracting out in order to attempt to resolve the issue mutually, and, if mutually agreed, the County may proceed with such contracting out.

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

- (a) Employees paid on an hourly basis include only the following:
 - (i) "part time Employees": all Employees regularly working at or less than half the normal work week.
 - (ii) "hourly Employees": all Employees regularly working more than half of the normal work week, but less than full time.
 - (iii) "hourly temporary Employees": all Employees appointed to temporary positions.
- (b) Subject to Article IV, Section "5" of this Agreement, part time and hourly Employees shall be eligible for annual increments, provided they earned a minimum of 30% of the regular full time salary for the position every pay period of the previous year. Part time and hourly Employees shall be eligible for a longevity, provided they earned a minimum of 30% of the regular full time salary for the position each year prior to the longevity award. The hourly rate shall be computed in accordance with Article VI, Section "3" of this Agreement.
- (c) All Employees paid on an hourly basis shall accrue sick days, vacation, personal days and holiday credits on a pro-rata basis. Personal days, holidays and sick leave will become available at the end of each calendar quarter to each Employee who works continuously throughout that quarter. Vacation leave will become available consistent with Article VII, Section "2" of this Agreement. If an Employee paid on an hourly basis converts to a full time annual basis, the County shall (i) credit the Employee with the respective pro-rata vacation time as defined above and (ii) place the Employee on the appropriate vacation schedule. Any holiday balances will be credited to the Employee's sick leave accruals.

- (d) Employees paid on an hourly basis are also eligible for other benefit leaves in pro-rata amounts not to exceed their normal work schedule.
- (e) Employees with an adjusted benefit date prior to January 1, 1991 who work a minimum of half the regularly scheduled work week shall be eligible for health insurance coverage, provided they contribute towards the premium cost pursuant to Article VIII, Section "1" of this Agreement. These Employees will be eligible for fully paid dental insurance.
- (f) Employees with an adjusted benefit date after January 1, 1991 who work a minimum of half the regularly scheduled work week, but less than a full work week, shall be eligible for health insurance and dental insurance coverages. The County will contribute 50% towards the premium costs of the coverages. The balance will be paid by the part time or hourly Employee electing the coverage(s).

SECTION 14. PAST PRACTICE

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

SECTION 15. EMPLOYEE FITNESS PROGRAM

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

SECTION 16. DEFERRED COMPENSATION

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

SECTION 17. NOTICE UPON SEPARATION

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

continue to be required to serve notice as provided in this Section. Appendix A shall be amended accordingly.

SECTION 18. COUNTY VEHICLES

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

SECTION 19. DIRECT DEPOSIT

Employees will be required to utilize direct deposit.

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

SECTION 20. INTERNAL REVENUE SERVICE SECTION 125 FLEXIBLE SPENDING PLAN

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

- (d) Continuation or modification of the Flex 125 Plan is subject to change depending upon Internal Revenue Service rules and regulations.

SECTION 21. ONE HOUR REPORTING TIME STANDARD

- (a) Pursuant to Section 139 of the New York State Highway Law, the County has a non-delegable duty to maintain its highway system in a safe and passable condition. It is essential to the efficient performance of this duty that any employee who participates in the performance of snow and ice control operations report to their assigned work site, especially during inclement weather (snow and ice conditions) within one (1) hour from notice to do so. To report to work means an employee arrives at the site prepared to work and so notifies his supervisor within the designated time frame. Except under emergency or extenuating circumstances, the above-mentioned one (1) hour reporting requirement shall apply only during the snow and ice control season.
- (b) All Employees of the Department of Emergency Response shall report to their work site within one (1) hour from notice to do so. To report to work means an employee arrives at the site prepared to work within the designated time frame.

SECTION 22. DEFENSIVE DRIVING COURSES

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

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

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

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

SECTION 23. ALCOHOL AND DRUG ABUSE POLICIES AND PROCEDURES

The Alcohol and Drug Abuse Policies and Procedures are set forth on Appendix "F".

SECTION 24. NON-SALARY REIMBURSEMENTS

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

SECTION 25. LICENSED SOCIAL WORKER TUITION PROGRAM

An Employee in the Case Manager Series in Children's Services in the Department of Community and Family Services, matriculated in Adelphi University, Hudson Valley Campus,

or such other institution as the County may designate, pursuing a degree to become a Licensed Master Social Worker or a Licensed Clinical Social Worker, shall be eligible for partial or full tuition payment from the County when the County, in its discretion, offers such as further set forth below.

TO BE ELIGIBLE FOR TUITION PAYMENT AN EMPLOYEE MUST:

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

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

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

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

Notwithstanding any recoupment provisions in the Collective Bargaining Agreement to the contrary, upon termination of employment, the County may withhold an Employee's entire remaining paycheck(s) to satisfy that Employee's reimbursement obligations as set forth above. In addition, the County may deduct (recoup) any benefit time standing to that Employee's credit, which would otherwise be paid to that Employee upon separation, to satisfy that Employee's remaining reimbursement obligations as set forth above. To the extent these do not extinguish the Employee's reimbursement obligations, the Employee shall make payments as follows: \$100.00 per month beginning the first full calendar month after termination of employment.

As a condition precedent to continuing in or acceptance into the Licensed Social Worker Tuition Program an Employee, otherwise eligible, must execute a waiver, as prescribed by the County, accepting the reimbursement obligations and agreeing to the methodology for reimbursement (recoupment) set forth above.

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

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

ARTICLE XI **GRIEVANCE PROCEDURE**

SECTION 1. DEFINITIONS

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

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

days within which action must be taken or notice given within the terms of this Section.

SECTION 2. DECLARATION OF BASIC PRINCIPLE

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

SECTION 3. INITIAL PRESENTATION

- (a) Grievant must present his grievance to his immediate supervisor, in writing, with a copy to the Commissioner of Human Resources, in accordance with paragraph (d) hereof, within twenty (20) working days after the grounds for the grievance occur or the grievance shall be deemed time-barred and shall be rejected. In the case where the grounds for the grievance are continuing, relief may be applied retroactively only for twenty (20) working days prior to the commencement of the grievance.
- (b) The immediate supervisor shall discuss the grievance with the grievant, make such investigation as he deems appropriate and consult with his superiors to such extent, as they deem appropriate, all on an informal basis.
- (c) Within five (5) days after presentation of the grievance, the immediate supervisor shall make his recommendation and transmit same, in writing, to the grievant or his representative, and the Unit Head.
- (d) The grievance shall consist of a written statement signed by the grievant containing the following:
 - (i) The name, residential address, and department of employment of the grievant.
 - (ii) The name and department of employment of each other Employee or official involved in the grievance.
 - (iii) The name and address of the Employee's representative, if any, and his department of employment if he is a fellow Employee.
 - (iv) A concise statement of the nature of the grievance, the facts relating to it, including, without limitation, the time and date it arose.

SECTION 4. SECOND STAGE

- (a) If a grievant is not satisfied with the recommendation made by his immediate supervisor, he may, within five (5) days thereafter, request a review and determination of his grievance by the Unit Head. Such request shall be made in writing and shall be served upon the Unit Head with a copy to the Commissioner of Human Resources. Thereupon, and within five (5) days after receiving such request, the Unit Head may request the immediate supervisor to submit a written statement of his information concerning the specific nature of the grievance and facts relating to it.

- (b) The Unit Head may, and, at the request of the grievant shall, hold an information hearing within ten (10) days after receiving the written request and statement from the grievant. The grievant, and his representative, if any, may appear at the hearing and present oral or written statements or arguments.
- (c) Within ten (10) days after the close of the hearing, or within ten (10) days after the grievance has been submitted to him if there is no hearing, the Unit Head shall make his recommendation in writing and serve the same on the grievant, the Grievant's representative, if any, and the County Executive.

SECTION 5. THIRD STAGE

- (a) The grievant may appeal the recommendation of the Unit Head within ten (10) days after notice of such recommendation. The appeal shall be taken by submitting to the County Executive a written statement signed by the grievant.
- (b) The County Executive may request the Unit Head to submit within ten (10) days a written statement of facts, including a summary of the record of the hearing, if there was a hearing, and the original or a true copy of any other record or document used by the Unit Head in making his decision.
- (c) The County Executive shall hold a hearing within ten (10) days after receiving the written request for review. He shall give at least five (5) 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 Unit Head, all of whom shall be entitled to be present at the hearing.
- (d) The hearing may be adjourned from time to time by the County Executive for a total of no more than ten (10) days, or by mutual consent of the parties.
- (e) The County Executive shall not be bound by the formal rules of evidence.
- (f) A written summary shall be kept of each hearing held and shall be provided to the Union upon request.
- (g) The County Executive shall make his report in writing within ten (10) days after the close of the hearing. He shall immediately file his report and send a copy of the same to the grievant, or the Grievant's representative, if any, and the Unit Head. The report shall include a statement of the County Executive's finding of fact, conclusions and recommendations.

SECTION 6. FOURTH STAGE

If the grievant is dissatisfied with the decision of the County Executive, the grievant 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 expense to both parties.

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

- (a) The time limitations for presentation and resolution of grievances as provided herein may be waived or extended by mutual agreement of the parties involved.

- (b) No employee organization other than the Union will be allowed to initiate or represent a grievant in the processing of grievances.
- (c) All proceedings pursuant to this Article shall be held, to the extent practicable, during regular working hours.

ARTICLE XII
UNION RIGHTS

SECTION 1. UNION REPRESENTATIVES

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

SECTION 2. UNION DELEGATES

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

SECTION 3. UNION OFFICE SPACE

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

SECTION 4. PERSONNEL CHANGES

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

SECTION 5. PAYROLL

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

SECTION 6. LEGISLATIVE MEETINGS

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

SECTION 7. UNION NOTICES

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

ARTICLE XIII

MANAGEMENT RIGHTS

The County retains the right to manage its business affairs and services and to direct the working force, including the right to decide the number and location of its business and service operations; the business and service operations to be conducted and rendered; the control and condition of the buildings, real estate, materials, vehicles, parts, tools, machinery and all equipment which may be used in the operation of its business or supplying its services; to determine whether and to what extent the work required in operating its business and supplying its services shall be performed by Employees covered by this Agreement; to maintain order and efficiency in all its departments and operations, including the right to discipline, suspend and discharge Employees for cause; to hire, lay off, assign, promote and determine the qualifications of Employees; to determine the starting and quitting time and the number of hours to be worked.

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

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

ARTICLE XIV
CLASSIFICATION AND ALLOCATION PROCEDURE

SECTION 1. DEFINITIONS

- (a)(1) Classification as defined in the Civil Service Law means and includes the process by which a Class Title is assigned to a set of specified duties and responsibilities.
 - (2) Reclassification is the process of changing the Class Title or Jurisdictional Class (assigned to a specific set of duties and responsibilities) to another Class Title in order to better describe the assigned duties and responsibilities.
 - (3) Reclassification may result in a change to a different Class Title allocated to a lower job group, the same job group or a higher job group.
- (b) (1) Allocation is the process of assigning a new Class Title to a salary range.
 - (2) Reallocation is the process of assigning an existing Class Title to another salary range in order to effect more equitable and appropriate payment for the assigned duties and responsibilities.
 - (3) Reallocation may result in a change to a lower or higher salary range.

SECTION 2. GENERAL

- (a) All authorized positions covered by this Agreement shall be classified, in accordance with law, by the Commissioner of Human Resources using appropriate classification techniques as recommended by the New York State Department of Civil Service.
- (b) All Class Titles covered by this Agreement shall be allocated to a job group in accordance with the County's system for position allocation, the application of which shall result in each Class Title being assigned to a specific job group (salary range), subject to Legislative approval, if required.
- (c) The County reserves the right to reclassify or reallocate any title, subject to Legislative approval, if required, and notwithstanding any other provisions of this Agreement.
- (d) No Employee shall be employed in or appointed to any title not appropriate to the duties to be performed as defined in the Class Specification for that title and interpreted by the Commissioner of Human Resources, except as provided by Section 61 of the Civil Service Law.
- (e) The Commissioner of Human Resources shall discuss with the Union the criteria being used for classification, reclassification, allocation and reallocation decisions. The Commissioner shall receive and give serious consideration to any and all recommendations made by the Union with respect to such criteria.

SECTION 3. RECLASSIFICATION AND REALLOCATION

- (a) Any Employee, after a reasonable attempt to discuss the matter with his Unit Head, may request in writing that the Department of Human Resources study the duties of the Employee's position in order to determine its proper Class Title and/or allocation

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

SECTION 4. RECLASSIFICATION AND REALLOCATION APPEALS

- (a) All appeals shall be conducted by the Commissioner of Human Resources in accordance with the New York State Civil Service Law and the Dutchess County Rules for the Classified Civil Service. Any Employee may appeal a determination made by the Department of Human Resources. Employees making such appeal may be represented by the Union or by another person of their choosing. Employees and the Union are free to present any evidence in relation to an appeal to the Commissioner of Human Resources. The Commissioner shall notify Employees, at the time of Notice of Proposed Reclassification or Reallocation, of their right to appeal and of the proper procedure to make an appeal.

- (b) An Employee who wishes to appeal a decision shall have ten (10) working days from the receipt of Notice of Proposed Reclassification or Reallocation to file a written request for such and the reasons therefore. The Commissioner of Human Resources shall then schedule the appeal within twenty (20) working days. Upon hearing the appeal, the Commissioner of Human Resources shall issue his final determination within ten (10) working days and shall communicate such in writing to all affected parties. The final decision shall then be submitted to the Budget Director and the appropriate Legislative Committee for action at the next timely convened Legislative session.

SECTION 5. EFFECTIVE DATES

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

ARTICLE XV

LABOR-MANAGEMENT COMMITTEE(S)

SECTION 1. LABOR-MANAGEMENT COMMITTEE

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

SECTION 2. SPECIAL LABOR-MANAGEMENT COMMITTEE

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

ARTICLE XVI

IMPLEMENTATION

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XVII
NON-DISCRIMINATION

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

ARTICLE XVIII
SAVINGS CLAUSE

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

ARTICLE XIX
SCOPE

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

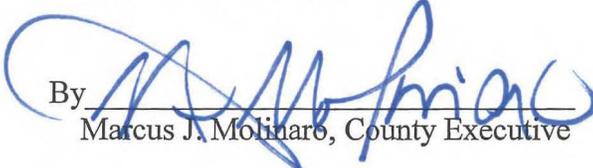
ARTICLE XX

DURATION

Except as otherwise provided herein, this Agreement shall be effective January 1, 2017 through December 31, 2020.

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

COUNTY OF DUTCHESS

By 

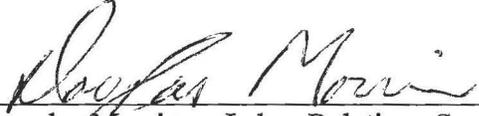
Marcus J. Molinaro, County Executive

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

By 

Lizabeth Piraino, President

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

By 

Douglas Morrison, Labor Relations Specialist

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

On this ²⁴30 day of April, 2018, before me, the subscriber, personally appeared **MARCUS J. MOLINARO**, to me known, who being by me duly sworn, did depose and say: That he resides at Red Hook, New York; that he is the County Executive of the COUNTY OF DUTCHESS, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto pursuant to the authority of the Charter of the County of Dutchess.

Sandra L. Strippoli
Notary Public

SANDRA L. STRIPPOLI
Notary Public, State Of New York
No. 01CA6013763
Qualified In Dutchess County 2018
Commission Expires September 28, 2018

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

On this 26th day of April, 2018, before me, the subscriber, personally appeared **LIZABETH PIRAINO**, being by me duly sworn, did depose and say: That she resides at Poughkeepsie, New York; that she is the President of the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC. LOCAL 1000, AFSCME/AFL-CIO, DUTCHESS COUNTY UNIT, DUTCHESS COUNTY LOCAL 814, the corporation described in and which executed the foregoing instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that she signed her name thereto by like order.

Tracy J. Lindauer
Notary Public

TRACY J. LINDAUER
NOTARY PUBLIC
STATE OF NEW YORK
Dutchess COLUMBIA COUNTY
REG. NO. 02LI6100874
COMMISSION EXPIRES 10.27.2019

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

On this 26th day of April, 2018, before me, the subscriber, personally appeared **DOUGLAS MORRISON**, being by me duly sworn, did depose and say: That he resides at Beacon, New York; that he is the Labor Relations Specialist of the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC. LOCAL 1000, AFSCME/ AFL-CIO, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

Tracy J. Lindauer
Notary Public

TRACY J. LINDAUER
NOTARY PUBLIC
STATE OF NEW YORK
Dutchess COLUMBIA COUNTY
REG. NO. 02LI6100874
COMMISSION EXPIRES 10.27.2019

APPENDIX A
Titles Of Bargaining Unit Members

Title	Grade Allocation	Work Week	Titles Excluded from Overtime Compensation at Time & One Half	Titles Requiring Twenty Days Notice of Separation
911 CAD / GIS Coordinator	16	35		
Accountant	16	35		
Accounting Clerk	9	35		
Accounting Supervisor I	14	35		
Accounting Supervisor II	16	35		
Activities Coordinator	7	35		
Activities Therapy Aide	6	35		
Administrative Assistant	12	35		
Administrative Services Coordinator	15	35		
Aging Information Services Specialist	15	35		
Aging Services Aide	3	40		
Airport Maintenance Mechanic I	10	40		
Airport Maintenance Mechanic II	12	40		
Airport Maintenance Supervisor	15	40		
Alternatives To Incarceration (ATI) Worker	17	35		
Architectural Technician	13	35		
Archivist	12	35		
Assistant Civil Engineer I	17	35		
Assistant Civil Engineer II (Design)	19	35		
Assistant Coordinator for Children with Special Needs	17	35		
Assistant Director of Public Health Nursing	19	35	Excluded	
Assistant Park Naturalist	9	40		
Assistant Purchasing Agent	14	35		
Assistant To The Commissioner For Program Planning and Evaluation	18	35		
Assistant Social Welfare Manager II	16	35		
Assistant Tree Climber	11	40		
Associate Public Health Sanitarian	19	35	Excluded	

Title	Grade Allocation	Work Week	Titles Excluded from Overtime Compensation at Time & One Half	Titles Requiring Twenty Days Notice of Separation
Athletic Facilities and Equipment Attendant	4	40		
Athletic Facilities and Equipment Attendant/Intramural Director	4	40		
Auditor	16	35		
Automotive and Equipment Mechanic	13	40		
Automotive Mechanic	13	40		
Automotive Mechanic Helper	9	40		
Automotive Parts Specialist	13	40		
Automotive Service Center Supervisor	15	40		
Billing Manager	14	35		
Biostatistician	16	35		
Bridge Maintainer	10	40		
Bridge Maintenance Supervisor	14	40		
Building Maintenance Mechanic I	8	40		
Building Maintenance Mechanic II	11	40		
Building Maintenance Mechanic III	13	40		
Building Maintenance Mechanic I (H & V)	10	40		
Building Maintenance Mechanic II (H & V)	12	40		
Building Maintenance Mechanic III (H & V)	13	40		
Building Maintenance Supervisor	16	40		
Bus Driver	7	40		
Business Manager	14	35		
Buyer	12	35		
Campus Guard	7	40		
Campus Investigator	15	35		
Carpenter	13	40		
Case Manager I	12	35		
Case Manager I (Spanish Speaking)	12	35		
Case Manager II	14	35		
Case Manager Aide	7	35		

Title	Grade Allocation	Work Week	Titles Excluded from Overtime Compensation at Time & One Half	Titles Requiring Twenty Days Notice of Separation
Case Manager Aide (Spanish Speaking)	7	35		
Case Supervisor	16	35		
Case Supervisor II	17	35		
Chemical Dependency Counselor	14	35		Required
Chemical Dependency Counselor Assistant	13	35		
Chemistry Teaching Lab Assistant	12	35		
Chief Engineer	18	40		
Chief Medical Investigator-Forensic	17	35		
Cleaner	3	40		
Cleaning Supervisor	14	40		
Clerk	4	35		
Clerk (Spanish Speaking)	4	35		
Clinical Unit Administrator	21	35	Excluded	
Communicable Disease Coordinator	17	35		
Communications Clerk	8	40		
Communications Systems Specialist	17	35		
Community Development Administrator	18	35		
Community Development Coordinator	17	35		
Community Investment Program Specialist	15	35		
Community Health Nurse	14	35		
Community Mental Health Aide	12	35		
Community Mental Health Aide (Spanish Speaking)	12	35		
Community Mental Health Counselor	15	35	Excluded	Required
Community Mental Health Nurse	14	35		
Community Services Worker	9	35		
Computer Operator	12	35		
Construction Equipment Mechanic I	13	40		
Construction Equipment Mechanic II	14	40		

Title	Grade Allocation	Work Week	Titles Excluded from Overtime Compensation at Time & One Half	Titles Requiring Twenty Days Notice of Separation
Construction Equipment Mechanic Aide	9	40		
Construction Equipment Operator I	11	40		
Construction Equipment Operator I-Mechanic	11	40		
Construction Equipment Operator II	12	40		
Construction Equipment Operator II-Instructor	13	40		
Construction Equipment Operator II-Mechanic	12	40		
Construction Equipment Welder I	12	40		
Construction Equipment Welder II	14	40		
Consumer Services Inspector I	12	35		
Consumer Services Inspector I Trainee	11	35		
Consumer Services Inspector II	13	35		
Contract Specialist	13	35		
Coordinator of Special Needs Services	19	35	Excluded	
Courier	6	35		
Criminal Justice Intake Specialist	11	35		
Delivery Driver	9	40		
Development and Design Coordinator	19	35	Excluded	
Director of Communicable Disease Control	19	35	Excluded	
Director of Services	18	35	Excluded	
Director of Weights and Measures B	15	35		
Director of Youth Services	17	35		
Dispatch Center Operations Director	17	40		
Domestic Violence Outreach Worker	12	35		
Drafting Technician I	9	35		
Drafting Technician II	11	35		
Electrician I	13	40		
Electrician II	15	40		

Title	Grade Allocation	Work Week	Titles Excluded from Overtime Compensation at Time & One Half	Titles Requiring Twenty Days Notice of Separation
Electronic Equipment Repair Specialist	17	40		
Emergency Management Coordinator	17	35		
Emergency Medical Services Coordinator	17	35		
Emergency Preparedness Coordinator	17	35		
Engineering Aide	10	35		
Epidemiologist	17	35		
Equipment Mechanic Supervisor I	14	40		
Equipment Mechanic Supervisor II	15	40		
Fire Coordinator	17	35		
Fire Instructor	13	35		
G.I.S. Analyst	15	35		
G.I.S. Project Coordinator	16	35		
G.I.S. Technician	12	35		
Garage Superintendent	16	40		
Grand Jury Reporter	16	35		
Grants Program Coordinator	15	35		
Graphic Designer	16	35	Excluded	
Graphics Specialist	12	35		
Groundskeeper I	6	40		
Groundskeeper II	10	40		
Head Cleaner	6	40		
HEAP Examiner	11	35		
Heating and Ventilating Supervisor	16	40		
Heating and Ventilating Technician	14	40		
Home Delivered Meals Coordinator	11	35		
Home Energy Assistance Program Examiner	11	35		
Housekeeping Supervisor	16	40		
Infrastructure Administrator	19	35	Excluded	
Instructional Media Control Operator	10	40		
Instructional Media Services Assistant	15	40		

Title	Grade Allocation	Work Week	Titles Excluded from Overtime Compensation at Time & One Half	
				Titles Requiring Twenty Days Notice of Separation
Instructional Media Technician	13	40		
Investigator (District Attorney)	16	35		
Investigator (Public Defender)	16	35		
Investigative Assistant	13	35		
Janitor	6	40		
Junior Accountant	12	35		
Junior Auditor	13	35		
Junior Civil Engineer	15	35		
Junior Planner	13	35		
Junior Systems Programmer	17	35		
Labor Supervisor	14	40		
Laborer	8	40		
Law Enforcement Coordinator (Child Advocacy Center)	17	35		
Legal Secretary	11	35		
Library Clerk (DCC)	6	35		
Lifeguard	6	40		
Line Service Attendant	9	40		
Line Service Supervisor	13	40		
Locksmith	12	40		
Maintenance Superintendent	16	40		
Mechanical Engineer	19	35		
Medical Examiner Technician	13	35		
Medical Reserve Corps. Coordinator	14	35		
Micro Computer/Network Support Specialist	17	35		
Microcomputer Services Supervisor	19	35		
Micro Computer System Administrator	19	35	Excluded	
Micro Computer/Word Processing Support Assistant	14	35		
Motor Equipment Operator	10	40		
Motor Vehicle Clerk	9	35		
Mortuary Technician	11	35		
Network Administrator	19	35		
Nurse Practitioner	21	35	Excluded	Required

Title	Grade Allocation	Work Week	Titles Excluded from Overtime Compensation at Time & One Half	Titles Requiring Twenty Days Notice of Separation
Nursing Supervisor	17	35	Excluded	
Nutrition Services Coordinator	15	35		
Office Assistant	6	35		
Office Assistant (Spanish Speaking)	6	35		
Office Services Manager	13	35		
Offset Printer	10	35		
Offset Printing Machine Operator	7	35		
Outreach Coordinator	12	35		
Painter I	11	40		
Painter II	12	40		
Park Attendant	6	40		
Park Maintenance Mechanic	11	40		
Park Manager	14	40		
Park Naturalist	11	40		
Parking Lot Attendant	4	40		
Payroll Clerk	11	35		
Planner	15	35	Excluded	
Plumber	13	40		
Principal Accounting Clerk	12	35		
Principal Library Clerk (DCC)	12	35		
Principal Motor Vehicle Clerk	11	35		
Principal Program Assistant	12	35		
Principal Registry Clerk	11	35		
Print Shop Supervisor	13	35		
Probation Assistant	12	35		
Probation Intake Worker	11	35		
Probation Officer I	15	35		
Probation Officer I (Spanish Speaking)	15	35		
Probation Officer I Trainee	14	35		
Probation Officer I Trainee (Spanish Speaking)	14	35		
Probation Officer II	16	35		
Probation Unit Administrator	18	35	Excluded	
Program Assistant	8	35		

Title	Grade Allocation	Work Week	Titles Excluded from Overtime Compensation at Time & One Half	Titles Requiring Twenty Days Notice of Separation
Program Assistant (Spanish Speaking)	8	35		
Programmer/Analyst	17	35	Excluded	
Programmer/Analyst (GIS)	17	35	Excluded	
Programmer/Analyst (MH)	17	35	Excluded	
Program/Analyst Trainee	15	35		
Programming and Operations Supervisor (MH)	19	35	Excluded	
Psychiatrist I	27	35	Excluded	Required
Psychiatrist II	28	35	Excluded	Required
Psychologist I	19	35	Excluded	Required
Psychologist II	20	35	Excluded	Required
Psychologist III	21	35	Excluded	Required
Public Health Advisor	15	35	Excluded	
Public Health Education Coordinator	15	35		
Public Health Engineer	17	35	Excluded	
Public Health Engineering Technician	13	35		
Public Health Nurse	15	35		
Public Health Nutrition Coordinator	15	35		
Public Health Sanitarian	14	35		
Public Safety Dispatcher I	13	40		
Public Safety Dispatcher II	14	40		
Public Safety Dispatcher Trainee	12	40		
Purchasing Agent	16	35		
Quality Improvement Coordinator	18	35		
Real Property Information System Specialist	16	35		
Real Property Information System Technician	14	35		
Real Property Information System Technician Trainee	12	35		
Receiving Registry Clerk	9	35		
Receptionist	6	35		
Receptionist (Spanish Speaking)	6	35		
Recovery Coach	11	35		
Recreational Therapy Assistant	11	35		

Title	Grade Allocation	Work Week	Titles Excluded from Overtime Compensation at Time & One Half	
			Titles Requiring Twenty Days Notice of Separation	
Recycling Educator	12	35		
Registered Professional Nurse	13	35		
Registry Clerk	8	35		
Rehabilitation Specialist	14	35		
Reproduction Specialist	10	35		
Research Assistant	15	35		
Research Assistant (DCC)	15	35		
Resource Consultant	13	35		
Road Maintainer	9	40		
Road Maintenance Supervisor	14	40		
Safety Coordinator	15	35	Excluded	
Safety Specialist	13	35		
Secretary	10	35		
Security Guard	4	40		
Security Systems Specialist	15	35		
Senior Accountant	17	35		
Senior Auditor	17	35		
Senior Automotive Mechanic	14	40		
Senior Bridge Maintainer	12	40		
Senior Carpenter	14	40		
Senior Campus Guard	10	40		
Senior Communications Clerk	11	40		
Senior Engineering Aide	12	35		
Senior GIS Project Coordinator	17	35		
Senior Head Cleaner	10	40		
Senior Library Clerk (DCC)	9	35		
Senior Network Administrator	20	35	Excluded	
Senior Office Assistant	8	35		
Senior Park Maintenance Mechanic	12	40		
Senior Planner	17	35	Excluded	
Senior Planner-Environmental	17	35	Excluded	
Senior Plumber	14	40		
Senior Program Assistant	10	35		
Senior Public Health Advisor	16	35	Excluded	
Senior Public Health Education Coordinator	16	35		

Title	Grade Allocation	Work Week	Titles Excluded from Overtime Compensation at Time & One Half	
			Titles Requiring Twenty Days Notice of Separation	
Senior Public Health Engineer	19	35	Excluded	
Senior Public Health Sanitarian	17	35	Excluded	
Senior Public Safety Dispatcher	15	40		
Senior Tax Map Technician	13	35		
Senior Youth Worker	14	35		
Sign Maker	10	40		
Site Manager	9	40		
Social Welfare Manager I	15	35		
Social Welfare Manager II	17	35		
Social Welfare Specialist	13	35		
Social Welfare Worker I	10	35		
Social Welfare Worker II	11	35		
Social Worker I	15	35	Excluded	Required
Social Worker II	16	35	Excluded	Required
Social Worker III	17	35	Excluded	Required
Software Specialist (CCBET)	18	35	Excluded	
Software Specialist (CCBET) Trainee	17	35		
Solid Waste Compliance Inspector	14	35		
Senior Network Administrator	20	35		
Stock Clerk Helper	9	40		
Stockroom Assistant	11	40		
Stockroom Supervisor	14	40		
Stop DWI/Traffic Safety Administrator	15	35		
Supervising Head Cleaner	12	40		
Supervising Legal Secretary	12	35		
Supervising Motor Vehicle Clerk	13	35		
Supervising Office Assistant	10	35		
Supervising Public Health Engineer	20	35	Excluded	
Supervising Public Health Nurse	17	35	Excluded	
Supervising Registry Clerk	13	35		
Supervising Social Worker	18	35	Excluded	Required
Supervisor of Athletic Facilities	11	40		
Supervisor of Computer Operations	16	35		
Supervisor of Grounds and Equipment	16	40		

Title	Grade Allocation	Work Week	Titles Excluded from Overtime Compensation at Time & One Half	Titles Requiring Twenty Days Notice of Separation
Supervisor of Nurses	15	35		
Supervisor of Special Investigations	16	35		
Supervisor of Student Accounts	14	35		
Support Services Assistant	12	35		
Systems Analyst	19	35	Excluded	
Systems Analyst (GIS)	19	35	Excluded	
Systems Specialist (CCBET)	18	35	Excluded	
Tax Collection Supervisor	14	35		
Tax Map Technician	12	35		
Tax Map Technician Trainee	11	35		
Teaching Laboratory Assistant	10	40		
Teaching Laboratory Supervisor	11	40		
Telecommunications Systems Administrator	17	35		
Telecommunications Systems Manager	16	35		
Telecommunications Technician	12	35		
Tire Mechanic	11	40		
Title Searcher	12	35		
Title Searcher Trainee	11	35		
Traffic Engineer	18	35	Excluded	
Transportation Program Administrator	19	35	Excluded	
Tree Climber	12	40		
Tree Maintenance Supervisor	14	40		
Tree Trimmer	10	40		
User Services Administrator	14	35		
User Services Liaison	12	35		
Veterans Counselor	12	35		
Warehouse Supervisor	12	40		
Waterfront Director	10	40		
Web Designer/Analyst	17	35		
Welfare Management System Program Assistant	14	35		
Youth Worker	12	35		

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

Board of Election	All Titles
Sheriff's Office & Jail	All Titles
County Attorney's Office	Legal Secretary (4)
County Executive's Office	All Titles
Behavioral & Community Health	Secretary (1) Support Services Assistant (3)
Public Works Department	Office Manager (1) Secretary (1)
Community & Family Services	Director of Services (1) Administrative Assistant (1)
Dutchess Community College	Personnel Assistant (1) Administrative Assistant (3)

Updated: March 5, 2018.

APPENDIX B
2016 Salary Schedule

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Average Increment
1	26,297	26,955	27,632	28,322	29,027	29,754	30,498	31,260	32,042	718
2	27,381	28,063	28,765	29,484	30,221	30,977	31,749	32,544	33,358	747
3	28,464	29,174	29,903	30,651	31,417	32,202	33,006	33,833	34,679	777
4	29,534	30,272	31,030	31,806	32,600	33,417	34,249	35,108	35,986	807
5	30,645	31,411	32,197	33,000	33,827	34,672	35,537	36,425	37,336	836
6	31,712	32,506	33,319	34,150	35,006	35,879	36,778	37,694	38,636	866
7	33,005	33,830	34,678	35,546	36,431	37,344	38,277	39,235	40,216	901
8	34,523	35,385	36,270	37,178	38,106	39,060	40,038	41,036	42,062	942
9	36,246	37,153	38,083	39,035	40,008	41,010	42,036	43,085	44,162	990
10	38,180	39,137	40,112	41,118	42,145	43,199	44,280	45,385	46,520	1,043
11	40,541	41,555	42,594	43,659	44,747	45,868	47,015	48,189	49,394	1,107
12	43,546	44,636	45,753	46,894	48,067	49,271	50,500	51,761	53,055	1,189
13	47,881	49,078	50,304	51,563	52,853	54,175	55,527	56,913	58,336	1,307
14	52,429	53,740	55,084	56,458	57,869	59,317	60,800	62,318	63,876	1,431
15	56,975	58,398	59,858	61,354	62,892	64,460	66,073	67,723	69,416	1,555
16	61,517	63,054	64,630	66,245	67,902	69,598	71,338	73,120	74,948	1,679
17	66,045	67,697	69,388	71,124	72,903	74,724	76,592	78,506	80,469	1,803
18	70,582	72,346	74,155	76,007	77,907	79,858	81,852	83,896	85,993	1,926
19	75,107	76,987	78,911	80,883	82,906	84,977	87,100	89,276	91,508	2,050
20	79,643	81,633	83,675	85,768	87,912	90,111	92,359	94,667	97,034	2,174
21	84,197	86,302	88,460	90,669	92,936	95,262	97,644	100,083	102,585	2,299
27	155,804	156,748	157,690	158,633	159,577	160,518	161,462	162,404	163,346	943
28	162,407	163,349	164,292	165,235	166,178	167,120	168,064	169,006	169,948	943

APPENDIX C.1
2017, 2018, 2019, 2020 Salary Schedules

2017 Salary Schedule, Plus 2.5%

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Average Increment
1	26,954	27,629	28,323	29,030	29,753	30,498	31,260	32,042	32,843	736
2	28,066	28,765	29,484	30,221	30,977	31,751	32,543	33,358	34,192	766
3	29,176	29,903	30,651	31,417	32,202	33,007	33,831	34,679	35,546	796
4	30,272	31,029	31,806	32,601	33,415	34,252	35,105	35,986	36,886	827
5	31,411	32,196	33,002	33,825	34,673	35,539	36,425	37,336	38,269	857
6	32,505	33,319	34,152	35,004	35,881	36,776	37,697	38,636	39,602	887
7	33,830	34,676	35,545	36,435	37,342	38,278	39,234	40,216	41,221	924
8	35,386	36,270	37,177	38,107	39,059	40,037	41,039	42,062	43,114	966
9	37,152	38,082	39,035	40,011	41,008	42,035	43,087	44,162	45,266	1,014
10	39,135	40,115	41,115	42,146	43,199	44,279	45,387	46,520	47,683	1,069
11	41,555	42,594	43,659	44,750	45,866	47,015	48,190	49,394	50,629	1,134
12	44,635	45,752	46,897	48,066	49,269	50,503	51,763	53,055	54,381	1,218
13	49,078	50,305	51,562	52,852	54,174	55,529	56,915	58,336	59,794	1,340
14	53,740	55,084	56,461	57,869	59,316	60,800	62,320	63,876	65,473	1,467
15	58,399	59,858	61,354	62,888	64,464	66,072	67,725	69,416	71,151	1,594
16	63,055	64,630	66,246	67,901	69,600	71,338	73,121	74,948	76,822	1,721
17	67,696	69,389	71,123	72,902	74,726	76,592	78,507	80,469	82,481	1,848
18	72,347	74,155	76,009	77,907	79,855	81,854	83,898	85,993	88,143	1,975
19	76,985	78,912	80,884	82,905	84,979	87,101	89,278	91,508	93,796	2,101
20	81,634	83,674	85,767	87,912	90,110	92,364	94,668	97,034	99,460	2,228
21	86,302	88,460	90,672	92,936	95,259	97,644	100,085	102,585	105,150	2,356
27	159,699	160,667	161,632	162,599	163,566	164,531	165,499	166,464	167,430	966
28	166,467	167,433	168,399	169,366	170,332	171,298	172,266	173,231	174,197	966

2018 Salary Schedule, Plus 2.25%

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Average Increment
1	27,560	28,251	28,960	29,683	30,422	31,184	31,963	32,763	33,582	753
2	28,697	29,412	30,147	30,901	31,674	32,465	33,275	34,109	34,961	783
3	29,832	30,576	31,341	32,124	32,927	33,750	34,592	35,459	36,346	814
4	30,953	31,727	32,522	33,335	34,167	35,023	35,895	36,796	37,716	845
5	32,118	32,920	33,745	34,586	35,453	36,339	37,245	38,176	39,130	877
6	33,236	34,069	34,920	35,792	36,688	37,603	38,545	39,505	40,493	907
7	34,591	35,456	36,345	37,255	38,182	39,139	40,117	41,121	42,148	945
8	36,182	37,086	38,013	38,964	39,938	40,938	41,962	43,008	44,084	988
9	37,988	38,939	39,913	40,911	41,931	42,981	44,056	45,156	46,284	1,037
10	40,016	41,018	42,040	43,094	44,171	45,275	46,408	47,567	48,756	1,093
11	42,490	43,552	44,641	45,757	46,898	48,073	49,274	50,505	51,768	1,160
12	45,639	46,781	47,952	49,147	50,378	51,639	52,928	54,249	55,605	1,246
13	50,182	51,437	52,722	54,041	55,393	56,778	58,196	59,649	61,139	1,370
14	54,949	56,323	57,731	59,171	60,651	62,168	63,722	65,313	66,946	1,500
15	59,713	61,205	62,734	64,303	65,914	67,559	69,249	70,978	72,752	1,630
16	64,474	66,084	67,737	69,429	71,166	72,943	74,766	76,634	78,550	1,760
17	69,219	70,950	72,723	74,542	76,407	78,315	80,273	82,280	84,337	1,890
18	73,975	75,823	77,719	79,660	81,652	83,696	85,786	87,928	90,126	2,019
19	78,717	80,688	82,704	84,770	86,891	89,061	91,287	93,567	95,906	2,149
20	83,471	85,557	87,697	89,890	92,137	94,442	96,798	99,217	101,698	2,278
21	88,244	90,450	92,712	95,027	97,402	99,841	102,337	104,893	107,516	2,409
27	163,292	164,282	165,269	166,257	167,246	168,233	169,223	170,209	171,197	988
28	170,213	171,200	172,188	173,177	174,164	175,152	176,142	177,129	178,116	988

2019 Salary Schedule, Plus 2.25%

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Average Increment
1	28,180	28,887	29,612	30,351	31,106	31,886	32,682	33,500	34,338	770
2	29,343	30,074	30,825	31,596	32,387	33,195	34,024	34,876	35,748	801
3	30,503	31,264	32,046	32,847	33,668	34,509	35,370	36,257	37,164	833
4	31,649	32,441	33,254	34,085	34,936	35,811	36,703	37,624	38,565	865
5	32,841	33,661	34,504	35,364	36,251	37,157	38,083	39,035	40,010	896
6	33,984	34,836	35,706	36,597	37,513	38,449	39,412	40,394	41,404	928
7	35,369	36,254	37,163	38,093	39,041	40,020	41,020	42,046	43,096	966
8	36,996	37,920	38,868	39,841	40,837	41,859	42,906	43,976	45,076	1,010
9	38,843	39,815	40,811	41,831	42,874	43,948	45,047	46,172	47,325	1,060
10	40,916	41,941	42,986	44,064	45,165	46,294	47,452	48,637	49,853	1,117
11	43,446	44,532	45,645	46,787	47,953	49,155	50,383	51,641	52,933	1,186
12	46,666	47,834	49,031	50,253	51,512	52,801	54,119	55,470	56,856	1,274
13	51,311	52,594	53,908	55,257	56,639	58,056	59,505	60,991	62,515	1,401
14	56,185	57,590	59,030	60,502	62,016	63,567	65,156	66,783	68,452	1,533
15	61,057	62,582	64,146	65,750	67,397	69,079	70,807	72,575	74,389	1,667
16	65,925	67,571	69,261	70,991	72,767	74,584	76,448	78,358	80,317	1,799
17	70,776	72,546	74,359	76,219	78,126	80,077	82,079	84,131	86,235	1,932
18	75,639	77,529	79,468	81,452	83,489	85,579	87,716	89,906	92,154	2,064
19	80,488	82,503	84,565	86,677	88,846	91,065	93,341	95,672	98,064	2,197
20	85,349	87,482	89,670	91,913	94,210	96,567	98,976	101,449	103,986	2,330
21	90,229	92,485	94,798	97,165	99,594	102,087	104,640	107,253	109,935	2,463
27	166,966	167,978	168,988	169,998	171,009	172,018	173,031	174,039	175,049	1,010
28	174,043	175,052	176,062	177,073	178,083	179,093	180,105	181,114	182,124	1,010

2020 Salary Schedule, Plus 2.25%

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Average Increment
1	28,814	29,537	30,278	31,034	31,806	32,603	33,417	34,254	35,111	787
2	30,003	30,751	31,519	32,307	33,116	33,942	34,790	35,661	36,552	819
3	31,189	31,967	32,767	33,586	34,426	35,285	36,166	37,073	38,000	851
4	32,361	33,171	34,002	34,852	35,722	36,617	37,529	38,471	39,433	884
5	33,580	34,418	35,280	36,160	37,067	37,993	38,940	39,913	40,910	916
6	34,749	35,620	36,509	37,420	38,357	39,314	40,299	41,303	42,336	948
7	36,165	37,070	37,999	38,950	39,919	40,920	41,943	42,992	44,066	988
8	37,828	38,773	39,743	40,737	41,756	42,801	43,871	44,965	46,090	1,033
9	39,717	40,711	41,729	42,772	43,839	44,937	46,061	47,211	48,390	1,084
10	41,837	42,885	43,953	45,055	46,181	47,336	48,520	49,731	50,975	1,142
11	44,424	45,534	46,672	47,840	49,032	50,261	51,517	52,803	54,124	1,213
12	47,716	48,910	50,134	51,384	52,671	53,989	55,337	56,718	58,135	1,302
13	52,465	53,777	55,121	56,500	57,913	59,362	60,844	62,363	63,922	1,432
14	57,449	58,886	60,358	61,863	63,411	64,997	66,622	68,286	69,992	1,568
15	62,431	63,990	65,589	67,229	68,913	70,633	72,400	74,208	76,063	1,704
16	67,408	69,091	70,819	72,588	74,404	76,262	78,168	80,121	82,124	1,840
17	72,368	74,178	76,032	77,934	79,884	81,879	83,926	86,024	88,175	1,976
18	77,341	79,273	81,256	83,285	85,368	87,505	89,690	91,929	94,227	2,111
19	82,299	84,359	86,468	88,627	90,845	93,114	95,441	97,825	100,270	2,246
20	87,269	89,450	91,688	93,981	96,330	98,740	101,203	103,732	106,326	2,382
21	92,259	94,566	96,931	99,351	101,835	104,384	106,994	109,666	112,409	2,519
27	170,723	171,758	172,790	173,823	174,857	175,888	176,924	177,955	178,988	1,033
28	177,959	178,991	180,023	181,057	182,090	183,123	184,157	185,189	186,222	1,033

APPENDIX C.2
Longevity Schedule

SALARY GRADE	EFFECTIVE 1/1/17	EFFECTIVE 1/1/18	EFFECTIVE 1/1/19
1	\$723	\$823	\$923
2	\$755	\$855	\$955
3	\$784	\$884	\$984
4	\$815	\$915	\$1,015
5	\$845	\$945	\$1,045
6	\$875	\$975	\$1,075
7	\$910	\$1,010	\$1,110
8	\$952	\$1,052	\$1,152
9	\$1,000	\$1,100	\$1,200
10	\$1,053	\$1,153	\$1,253
11	\$1,118	\$1,218	\$1,318
12	\$1,201	\$1,301	\$1,401
13	\$1,320	\$1,420	\$1,520
14	\$1,446	\$1,546	\$1,646
15	\$1,571	\$1,671	\$1,771
16	\$1,696	\$1,796	\$1,896
17	\$1,821	\$1,921	\$2,021
18	\$1,946	\$2,046	\$2,146
19	\$2,071	\$2,171	\$2,271
20	\$2,196	\$2,296	\$2,396
21	\$2,322	\$2,422	\$2,522
27	\$3,754	\$3,854	\$3,954
28	\$3,906	\$4,006	\$4,106

APPENDIX C.3

On-Call Compensation Schedule

<u>GRADE</u>	<u>IF ON-CALL EVERY 3 WEEKS OR LESS</u>	<u>IF ON-CALL EVERY WEEK OR EVERY OTHER WEEK</u>
1	55	110
2	57	114
3	59	118
4	62	124
5	64	128
6	66	132
7	69	138
8	72	144
9	76	152
10	80	160
11	85	170
12	92	184
13	101	202
14	111	222
15	121	242
16	131	262
17	141	282
18	150	300
19	160	320
20	170	340
21	180	360
27	300	600
28	300	600

APPENDIX D

Rules For The Administration Of The Salary Plan

1. NEW APPOINTEES: A new appointee appointed to a position in a class shall be paid the minimum rate paid for the class unless the Commissioner of Human Resources, after consultation with the department head, shall certify to the County Legislature that it is impracticable to recruit at that particular time for the position at the then minimum salary. The County Legislature may then authorize recruitment at a higher step of the salary scale for such position.
2. TEMPORARY OR PROVISIONAL APPOINTEES: An employee who has been continuously employed under temporary or provisional appointment shall, upon appointment on a permanent basis to a position with the same class title, be credited with the length of time as a provisional or temporary employee in determining the salary of his position.
3. PROMOTIONS AND VOLUNTARY DEMOTIONS: When an Employee is promoted to a position in a higher grade, he shall be placed on that step of the new grade which is closest to the sum of his former rate plus two average increment steps in the new grade. When an Employee elects a voluntary demotion to a position in a lower grade, he shall be placed on the same increment step in the new grade as he was on in the former grade.
4. REASSIGNMENTS: There shall be no immediate change in the salary rate of an employee reassigned to a new position unless his salary is below the approved minimum of the new position. If any employee is reassigned to a position having a higher salary range than the class from which he was reassigned, such change shall be deemed to be a promotion and the legal provisions governing promotions will apply.
5. REALLOCATION: When an employee's position is reallocated or reclassified downward, the employee shall continue at the same grade and step, receiving increments and longevities as though no reallocation took place. New employees hired to this position shall be hired at the new and lower grade.

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

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

6. REINSTATEMENTS: A reinstated employee shall be paid at a salary rate within the approved salary range for the position to which he is reinstated, but not in excess of the salary received at the time he vacated his position. If an appointment to a higher level position fails to mature into a permanent appointment and the employee is reinstated to his former position without a break in service, the employee shall be placed at the step he would have received had

he remained in the former position and had the unit head awarded the increments in accordance with the annual review.

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

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

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

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

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

APPENDIX E
Disability Benefits

Disability Benefits until June 30, 2018

Weekly Disability Income:

50% of average weekly wage, maximum of \$170.00 per week; minimum of \$20.00 per week

Duration of Benefits:

26 weeks of disability per 52 weeks.

Waiting Period:

7 days.

The parties shall continue to share premium costs in the same proportion (68% County share, 32% Employee share), provided, however, the County share shall never exceed \$6.80 per month per eligible Employee. All premium costs above \$6.80 per month otherwise attributable to the County shall be paid by each eligible Employee.

Disability Benefits to begin July 1, 2018

Weekly Disability Income:

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

Duration of Benefits:

26 weeks of disability per 52 weeks.

Waiting Period:

7 days.

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

APPENDIX F

Alcohol and Drug Abuse Policies and Procedures

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

Alcohol and Drug Abuse

Policy Statement

In order to ensure a safe working environment for all employees and provide the most effective delivery of services to residents of Dutchess County, it is the policy of Dutchess County that no employee may manufacture, distribute, dispense, use, sell, purchase, possess or be under the influence of alcohol or other illegal/controlled chemical substance, except prescription medication, during scheduled business hours or while on or using County owned property. The County recognizes that alcohol and chemical substance abuse are progressive, potentially fatal diseases, which may affect employee's lives and relationships with families and/or co-workers, quality of life and job performance. The County encourages and Supports employees who seek: voluntary treatment. Employees must abide by the terms of this policy statement as a condition of employment and failure to do so may result in disciplinary proceedings. However, nothing herein is intended to diminish the rights of an employee under the collective bargaining agreement or the law.

Guidelines

1. Using, selling, manufacturing, distributing, dispensing, being under the influence of or impaired by or possessing alcohol (unless in a sealed container) or any illegal/controlled chemical substance on County premises is prohibited.
2. When there is probable cause to believe that an employee has violated this policy, the infraction shall be reported to the department head or his designee or where that is not appropriate, to the Commissioner of Human Resources (hereafter, any of these individuals will be referred to as the investigating official), who will be responsible for investigating the incident in an appropriate manner.
3. If the employee appears to be under the influence of an illegal/controlled chemical substance or alcohol, form SUB-AB-01, "attached hereto as Exhibit A," shall be completed by the investigating official. The employee will be told he may voluntarily admit he is under the influence of alcohol or other chemical substance. The circumstances, as described by the employee, will be added to form SUB-AB-01.
4. Employees who are on-call and are expected to respond to emergency situations, or who have responsibility for snow removal and have been notified of an impending storm prior to leaving work, are expected to comply with this policy statement for the entire duration of time they are on-call.

5. This policy is not intended to prohibit consumption of alcohol at County facilities (e.g. Parks) during an employee's off duty hours. Where permits are required, they will be obtained through the normal procedures required by the facility.

6. Any employee covered under a grant program as described in 41 USC Section 702 (the Drug Free Workplace Act) or 55 Federal Register 21677 et. seq. must notify his Department head in writing of any conviction for violation of a criminal drug statute in the work place within five calendar days of the conviction.

Procedures

1. A violation of the policy is observed and is reported to the department head, his designee or the Commissioner of Human Resources, as appropriate.

2. The investigating official determines if there is reasonable cause to believe a violation of policy has occurred because of overt behavioral manifestations. These may include: slurred speech, unstable gait, alcoholic breath, redness of the eyes, flushed face, unfocused gaze, inability to comprehend normal conversation, poor coordination or other atypical or abnormal behavior or the employee was observed using alcohol or using an illegal chemical substance on or in County owned property.

3. Thereafter, the investigating official fills out an Alcohol/Substance Abuse Incident Report and contacts the Department of Human Resources to make arrangements to send the employee to a health care professional for immediate evaluation. If the employee is a member of the bargaining unit, the employee shall be advised of his right to contact the Union for representation.

4. The investigating official should discuss the problem with the employee. The employee should be offered the opportunity to admit he is or was under the influence of alcohol or an illegal controlled chemical substance. The circumstances, as described by the employee, will be added to form SUB-AB-01. The investigating official shall order the employee to go to the health care professional for evaluation if directed by the Department of Human Resources.

5. If the employee voluntarily admits he has violated this policy, the employee shall be scheduled for counseling with his supervisor at a later date and given a copy of the memo pertaining to the scheduled counseling session.

6. If there is reasonable suspicion of the possession or sale of an illegal/controlled chemical substance, the investigating officer, shall fill out form SUB-AB-01 and shall report the incident to the Department of Human Resources which will take such action as necessary which may, as appropriate, include a referral to law enforcement officials.

7. If the conclusion of the health care professional is positive, e.g., indicates that the employee was under the influence of alcohol or an illegal chemical substance, the employee is relieved from duty for the remainder of his scheduled work shift and may charge it against vacation, compensatory time or in-lieu holiday accruals.

8. If the results of the evaluation session by the health care professional are positive, the employee will be referred to the Employee Assistance Program for initial treatment, recommendations or may choose treatment through his health care provider. Employees' must follow initial treatment recommendations and must submit proof of attendance, participation, progress and prognosis to the Department of Human Resources. In addition, the employee must comply with the alcohol and drug abuse policy for the duration of his employment with Dutchess County. The employee may utilize any appropriate benefit time during and for his treatment. This may include accumulated sick time for those treatment incidents which cannot reasonably be scheduled other than during the employee's actual scheduled work hours. Treatment costs will be borne either, by the employee or through his health insurance plan.

9. The department will make all reasonable efforts to accommodate the treatment program, e.g. through a flexible work schedule.

10. When an employee provides written notice to the department head of a conviction of a criminal drug statute, the department head will notify the Department of Human Resources immediately. The employee will be referred to the Employee Assistance Program as in number 8 above.

11. If the employee is covered under a grant program as described in 41 USC Section 702 or 55 Federal Register 21677, the Department of Human Resources will notify the appropriate federal agency of the conviction including the position title of the employee and the grant identification number.

12. The requirement to go to a health care professional (#3 and #4 above), to be relieved from duty (#7 above) or to follow treatment recommendations (#8 above) will be mandatory on any employee. The employee shall have no standing to file a contract grievance regarding such a mandate. A contract grievance arbitrator will not have any jurisdiction over such a case nor have authority to render a decision.

13. An employee allegation of an improper application of this policy shall be submitted in writing to the Commissioner of Human Resources, within 10 days thereof, for review. Upon the employee's request, the Commissioner shall meet and confer with the employee's Union representative with respect to the issues raised by such allegation. The Commissioner shall review and decide, upon the merits of the employee's allegation. He shall mail his decision to the employee within ten working days of the Submission. Although the Commissioner need not conduct a formal fact-finding hearing, he may do so to seek such additional information as appropriate to reach a decision. County officials shall make such administrative changes as necessary to accommodate the Commissioner's decision.

EXHIBIT A
ALCOHOL/SUBSTANCE ABUSE INCIDENT REPORT

Employee Name: _____ Date: _____
Department: _____ Time: _____
Witnesses: _____ Place: _____

Part I (To be completed by investigating official):

The following overt behavior was exhibited by this employee: (Please circle) bloodshot eyes, slurred speech, alcohol on breath, poor coordination, accident, physical altercation, verbal altercation, unusual behavior, possession of substance. Other (describe):

Witness' Signature

Investigating Official Signature

Part II (To be completed and signed by employee)

Employee Statement:

Employee's Signature

Part III (To be completed and signed by investigating official):

Action Taken:

Notified Department of Human Resources:
(Time/Date)

Notified Union:
(Time/Date)

Referred for Evaluation:
(Time/Date)

SUB-AB-01
DATE: 02/20/92

APPENDIX G
Stipulations

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

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

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

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

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

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

1) Increment and longevity awards may be made to qualifying employees pursuant to the annual performance appraisal, effective the first full pay period following the employee's adjusted anniversary date. Effective January 1, 1994 increment and longevity awards may be made to qualifying employees pursuant to the annual performance appraisal, effective on the employee's adjusted increment and/or longevity date.

2) Longevity awards will be paid at the job group rate for the employee's current position.

3) Increment awards will be paid at the job group rate for the employee's current position.

4) Upon completion of the traineeship, the employee will be placed in the grade of the full performance position at the step closest to but higher than the employee's current step. Any existing longevities will not be considered in this computation and will remain at the job group rate in effect at the time of the appointment to the trainee position.

5) This stipulation applies to the following titles:

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

Additional titles may be added as necessary.

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

Dated: 3/23/87

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

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

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

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

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

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

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

The County and the Union agree to handle the extra parking spaces at the Department of Community and Family Services Building (formerly known as the Social Services Building) as follows:

- 1) The County will utilize a list of combined seniority-job group, awarding one (1) point for each year of service and each job grade. The employees will be polled for interest starting at the top of the list.
- 2) Employees will pay \$20 per month, in check form to "Department of Community and Family Services". Payment will be due the first working day of the month. Failure to pay by the 5th of each month will result in the employee's parking privileges being revoked.
- 3) The County may raise the fees in its discretion, following discussion and input from CSEA.
- 4) If the County needs to utilize the allocated spaces; spaces will be removed from the lowest ranking persons on the list first until the County has obtained the necessary number of spaces it needs. The County will give a minimum of one calendar month's notice to affected employees.
- 5) The County reserves the right to remove spaces at the end of the calendar month when the assigned employee ceases to work for the Department of Community and Family Services. Employees on a leave of absence for more than one calendar month will have their space temporarily offered to the next person on the list.

Dated: 06/01/87

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

WHEREAS, the parties have entered into a Collective Bargaining Agreement for the period of January 1, 2014 through December 31, 2016, and

WHEREAS, Article X, Section 10 of that Collective Bargaining Agreement provides for reimbursement for up to \$35.00 per month to Employees who utilize their personal vehicle for at least forty (40%) percent of the working time during the month; and

WHEREAS, the Dutchess County Department of Behavioral & Community Health have a work location at the Poughkeepsie Journal Building, at 85 Civic Center Plaza, Poughkeepsie, New York, which location provides a number of parking spaces; and

WHEREAS, in addition to the parking spaces at the Poughkeepsie Journal Building, the City of Poughkeepsie has designated a specific number of parking spaces in the Municipal lot located under City Hall for use by Department of Behavioral & Community Health employees; and

WHEREAS, the parties previously entered into a Stipulation concerning parking at these locations, and

WHEREAS, the parties wish to amend that Stipulation, now therefore, it is

STIPULATED AND AGREED, by and between the parties as follows:

1. CSEA Employees that are assigned to the Dutchess County Department of Behavioral & Community Health and whose designated work location is the Poughkeepsie Journal Building located at 85 Civic Center Plaza, Poughkeepsie, New York, may request the assignment of a parking space. The parking space shall be located at either the Poughkeepsie Journal Building, 85 Civic Center Plaza, Poughkeepsie, New York or at a municipal lot operated by the City of Poughkeepsie. Although the City of Poughkeepsie has represented to the County that it will designate a specific number of parking spaces in the municipal lot located under City Hall for use by Department of Behavioral & Community Health Employees, nothing in this Stipulation shall be construed to require the County of Dutchess or the City of Poughkeepsie to provide any parking spots located under City Hall or in any other municipal or private parking lot. Nothing in this Stipulation shall be construed to require the County of Dutchess to provide any or alternative parking under City Hall, in the City of Poughkeepsie, or any other municipal or private parking lot if an Employee fails to obey the rules of those parking facilities.

2. CSEA Employees who request parking will be designated a parking location. The assignment of parking will be based upon Civil Service Seniority, and will be effective May 1st 2016. Parking assignments will be made in the following manner: In

order of Civil Service seniority, employees will have preference of available parking, until available parking at the Poughkeepsie Journal Building is fully allocated. Once all parking at the Poughkeepsie Journal Building is fully allocated, all remaining employees will be designated parking in a second location in the City of Poughkeepsie. Employees new to the Department or who are newly assigned to work at 85 Civic Center Plaza will be assigned parking in the secondary location in the City of Poughkeepsie, regardless of seniority. If an employee assigned a parking spot leaves County employment or otherwise vacates their parking spot, the parking vacancy will be filled by an employee with the most senior civil service seniority on the list.

3. A parking charge shall be assessed for all CSEA Employees assigned parking under this Stipulation, regardless of location. The parking charge shall be paid by payroll deduction. The parking charge shall be computed as follows: Total cost to the County of Dutchess to provide parking spaces under this Stipulation shall be divided by the total number of participating Employees.

- a. The charge for parking may be rounded up to the nearest penny;
- b. In the event the cost to the County changes, the amount due will be recalculated and the increased cost shall be passed along to Employees receiving parking under this Stipulation. It is understood and agreed that the County shall bear no costs under this Stipulation.
- c. Employees who are not eligible for parking under this Stipulation will have the payroll deduction discontinued effective the first full pay period following the date they no longer qualify.
- d. Employees who qualify for reimbursement of parking expenses pursuant to Article X Section 10, shall be reimbursed through existing departmental procedures.

4. Employees who park in the City of Poughkeepsie Parking Lot located at 65 Civic Center Plaza, Poughkeepsie, New York will be issued an access card by the City of Poughkeepsie to enter the facility. The City of Poughkeepsie requires a deposit, currently \$10.00 per card, to insure the return of access cards. The County of Dutchess agrees to pay the deposit on behalf of its employees. Employees who are assigned parking in a different lot as further described in this agreement are required to surrender the access card at the end of the year. In the event the access card cannot be surrendered as described above, the employee shall be responsible for the replacement cost of said card. In no event shall the County be responsible for this cost.

5. This Stipulation may be terminated by the County of Dutchess at anytime for any reason. Nothing described in this Stipulation shall be subject to the grievance procedure contained in the Collective Bargaining Agreement, except reimbursement described in Article X Section 10 of the Collective Bargaining Agreement. In addition, nothing in this Stipulation shall be deemed a term and condition of employment such as defined by New York State Civil Service Law and the New York Public Employment Relations Board. The Union agrees that no such modification or termination may form the basis of an improper practice charge pursuant to New York State Civil Service Law

Section 209-a or any other provision of law or regulation. All parties understand and agree that the County of Dutchess is free to modify or terminate this Stipulation at any time, for any reason and neither the Employees nor CSEA shall have any recourse in law or contract.

Dated: May 2, 2016