

AGREEMENT

BY AND BETWEEN

DUTCHESS COUNTY

AND THE

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



Dutchess County Unit
Dutchess County Local 814

January 1, 2025 – December 31, 2028

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THIS AGREEMENT, made this 29th day of May, 2026 by and between the **COUNTY OF DUTCHESS**, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as the "County"), and the **CIVIL SERVICES EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME/AFL-CIO, DUTCHESS COUNTY UNIT, DUTCHESS COUNTY LOCAL 814**, having its principal place of business at 143 Washington Avenue, Albany, New York 12210 (hereinafter referred to as the "Union").

W I T N E S S E T H :

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

ARTICLE I
DEFINITIONS

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

"ANNIVERSARY DATE"

The date on which an Employee is hired.

"ADJUSTED BENEFIT DATE"

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

"ADJUSTED LONGEVITY OR INCREMENT DATE"

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

"COUNTY"

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

"COUNTY EXECUTIVE"

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

"EMPLOYEE(S)"

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

"HE"

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

"UNION"

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

"UNIT"

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

"UNIT HEAD"

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

ARTICLE II
RECOGNITION

SECTION 1. REPRESENTATION

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

SECTION 2. MEMBERSHIP DUES

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

SECTION 3. NO STRIKE AFFIRMATION

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

ARTICLE III
COLLECTIVE BARGAINING UNIT

SECTION 1. DEFINITION OF UNIT

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

SECTION 2. MODIFICATION OF UNIT

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

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

SECTION 3. AMENDED APPENDICES

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

ARTICLE IV¹
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 2024 (Appendix "B");
- (c) Annual Salary Schedule for 2025, 2026, 2027 & 2028 (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.

¹ Article IV shall be replaced by Article IV attached hereto in Appendix H upon implementation of the countywide FLSA update at the County's discretion upon 30-days notice to CSEA.

SECTION 2. SALARIES

The salary schedule Appendix “B” reflects the 2024 salary schedule.

- (a) The salary schedule for 2025 reflects an increase of two thousand two hundred fifty dollars (\$2,250.00) on base or three and one quarter percent (3.25%), whichever is greater, over the 2024 schedule.

Additionally, effective and retroactive to January 1, 2025, the Union and County agree to eliminate Grade 4. The lowest grade of a position will be a Grade 5 and any position previously allocated to Grade 4 will be upgraded to Grade 5. Any employee impacted will be placed on a step pursuant to Appendix D, Section 5, Reallocation.

- (b) The salary schedule for 2026 reflects an increase of two thousand dollars (\$2,000.00) on base or three and one quarter percent (3.25%), whichever is greater over the 2025 schedule.
- (c) The salary schedule for 2027 reflects an increase of three and one quarter percent (3.25%) over the 2026 schedule.
- (d) The salary schedule for 2028 reflects an increase of three and one-quarter percent (3.25%) over the 2027 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, 2025, 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, 2025, and the date of final Union ratification. Retroactive payments shall be used to reduce any amounts owed to the County by an Employee that are subject to recoupment without regard to the provisions of Article IV, Section 9. Payments will be made as soon as practicable after ratification by both parties and final execution of this Agreement by the County Executive.

SECTION 3. SHIFT COMPENSATION

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

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

SECTION 4. EMERGENCY CALL-BACK PAY

An Employee called to come to work and who actually arrives at his worksite four (4) or more hours before his regular work shift, shall be guaranteed a minimum of three (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 three (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 three (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:

If either of the following items are met Emergency Call-Back will be granted:

- (a) 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.
- (b) When an Employee is mandated to perform work 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 mandated worktime and the Employee receives less than twelve (12) hours' notice.

If either of the following items are met Emergency Call-Back will not be granted:

- (c) 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 work and shall be compensated at regular or overtime (if over forty (40) hours) rates.
- (d) When an Employee volunteers, is mandated or requested to remain at work and work beyond his regular shift, this shall be construed as continuous worktime and shall be compensated at regular or overtime (if over forty (40) hours) rates.

SECTION 5. INCREMENTS

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

SECTION 6. ANNUAL PERFORMANCE APPRAISAL

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

SECTION 7. LONGEVITY PAYMENT

- (a) Longevity payments after 10, 15, 20, 25, 30 and 35 years of service shall be paid as set forth on Appendix "C.2" to qualifying Employees if awarded pursuant to the annual performance appraisal

provided in Section "6" above. Employees will receive their longevities effective their adjusted longevity date. Upon full ratification, the County will adjust the longevity and years of service, for the purpose of longevity, of all employees who previously separated from service but returned to County service prior to full ratification. Effective upon full ratification, years of service shall mean continuous employment and prior service if separated for less than one year.

- (b) If a longevity payment is denied, the Employee's performance will be reviewed within each subsequent six (6) months to determine if the longevity shall be implemented at that time.
- (c) For purposes of this provision, an employee who is off payroll or separated from County service pursuant to Civil Service Law Section 71 or 72 and later reinstated under those sections shall not be considered to have a break in service, however, such time off payroll shall be adjusted in accordance with their adjusted longevity date. An employee separated from County service pursuant to Civil Service Law Section 71 or 72 who returns to County service other than by reinstatement shall be deemed to have a break in service if separated for greater than one year.

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 will commence at 12:00 a.m. Saturday and ends on 11:59 p.m. Friday seven (7) days later.
- (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 Department of Finance and the employee 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 Finance shall notify each employee and the Union in writing of the amount and reason for the overpayment and the payment or recoupment schedule to be followed. Deductions shall be made at a set rate per payroll according to the chart below, until the recoupment is satisfied. Payroll deductions will commence on the second payday following the date of notification.

Amount Owed	Payment Amount (per pay period)
\$1 - \$1,500.00	\$75.00
\$1,500.01 - \$2,500.00	\$100.00
\$2,500.01 or more	\$125.00

- (c) 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(s).
- (d) If a recoupment schedule as noted above per payroll represents an undue hardship to an employee, the employee may request to the Department of Finance that a lesser recoupment be taken. The decision of the Department of Finance on the request shall be final. In addition, notwithstanding anything to the contrary, an Employee may request a repayment amount in excess of the amounts listed above per payroll.
- (e) The limitations set within this section shall only apply to pay for standard work hours and shall *not* apply to pay for non-standard work hours including overtime and settlement retro-checks.

SECTION 10. EMERGENCY CLOSURE

(a) Applicability

This section shall only apply when the County Executive issues a Local Emergency Order closing all County offices and facilities under his authority under the law or the President of Dutchess Community College issues an emergency closure of the College respectively.

(b) Definitions

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

“REQUIRED TO WORK”

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

(c) Required to Work

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

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

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

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

(d) Not Required to Work

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

(e) Early Dismissal

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

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

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

(f) Delayed Opening

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

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

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

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

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

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

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

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

(h) **Not Applicable to Overtime Hours**

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

ARTICLE V

WORKDAY AND WORK WEEK

SECTION 1. BASIC WORKDAY AND WORK WEEK

- (a) **Full-time Employees.** The basic work week for office personnel is thirty five (35) hours per week, seven (7) hours per day, Monday through Friday. The basic work week for all other Employees is forty (40) hours per week, eight (8) hours per day, Monday through Friday, except for those titles to be outlined and added in Appendix F.
- (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 a form determined by the County, showing actual time worked, as well as all types of leave and benefit time used by each Employee, will be reported by the Employee. These records and time earned shall 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 provided to the Department of Human Resources 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 VI²
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.

² Article VI shall be replaced by Article VI attached hereto in Appendix H upon implementation of the countywide FLSA update at the County's discretion upon 30-days notice to CSEA.

- (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:
 - (i) Be compensated a minimum of the premium rate of time and one half the hours worked.
 - a. If this work occurs prior to reaching 40 hours worked in the week, the base rate must be taken as pay, however the one-half premium amount may be taken as pay or compensatory time, in the discretion of the Unit Head, taking into consideration the Employee's needs.
 - b. If this work occurs after reaching 40 hours worked in a week, the entire premium compensation of one and one half may be taken as pay or compensatory time, in the discretion of the Unit Head, taking into account the Employee's needs; and
 - (ii) In accordance with (i)(a) and (i)(b), as a form of recognizing an alternate Holiday and at the discretion of the Unit Head, taking into consideration the Employee's needs, if the time worked overlaps or encompasses the Employee's normal work shift for the day, the Employee may either be

paid his normal day's pay for the holiday time or however much time worked that overlaps the normal shift for the day, may be recognized as compensatory time.

(iii) Time worked during the holiday will be credited toward an Employee's total working hours for the purposes of determining if overtime compensation is payable in the work week in which the holiday occurs.

- (b) If the alternate holiday is granted as compensatory time, it may be retained and utilized according to the provisions of Article VI, Section 1.
- (c) An employee compensated under this provision shall not be eligible for Emergency Call Back.
- (d) This provision applies to Employees not covered by Appendix F. Employees covered under Appendix F shall continue to receive the benefits provided therein.

SECTION 5. IN LIEU DAY

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

SECTION 6. WORK WEEK COMPUTATION

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

SECTION 7. OVERTIME PAY RATE

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

SECTION 8. DISTRIBUTION OF OVERTIME

Overtime shall be rotated on an equitable basis among all qualified Employees within each Unit consistent with the most efficient operation of the Unit. Each Unit, at the discretion of the Department Head, may establish a volunteer overtime call list, which Employees may opt out of. Employees on this list shall be called first regarding any overtime. After the overtime list is exhausted and there is still a need for employees to complete the work, the employees who had opted out will be called prior to any mandatory overtime.

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

SECTION 2. VACATIONS

- (a) All Employees will be awarded vacation on a per payroll basis up to full-time hours (i.e. excludes overtime or unpaid time and includes eligible paid time off). Vacation will be awarded on the last day of the payroll period and made available for use the following payroll period.

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

Duration of Continuous Employment	Vacation Hours Earned per Regular Hour Paid
Up to 5 years	0.0385 hours
Start of 5 th year up to 10 complete years	0.0577 hours
Start of 11 th year up to 14 complete years	0.0693 hours
Start of 15 th year up to 20 complete years	0.0770 hours
Start of 21 st year & over	0.0962 hours

- (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 (1/2) hour. Employees shall be allowed to accrue vacation credits up to an amount not to exceed forty-five (45) days up to December 31, 2026.

Effective January 1, 2027, Employees shall be allowed to accrue vacation credits up to an amount not to exceed forty (40) days;

In the month of November 2026, employees with accruals of more than forty (40) days may cash in the balance of time to reduce their vacation balance to thirty-seven (37) days using a form as prescribed by the County.

Accruals exceeding the respective limits stated in this provision within the noted time frames 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) All Employees, shall earn sick leave on a per payroll basis at a rate based on their current hire date as noted below. Sick leave will be awarded on the last day of the payroll period and made available for use the following payroll period. Regular Hours include hours worked up to full-time hours (i.e. excludes overtime or unpaid time and includes eligible paid time off). Any employee earning twelve (12) sick days per year who returns to County service after at least 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.)

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

- (b) Sick leave may be taken in minimum units of one-half (1/2) hour. The Unit Head may, in his discretion, require confirmation of the use of sick leave and its purpose from the Employee.

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

SECTION 4. PERSONAL LEAVE

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

- (a) Personal leave may be taken in minimum units of one-half (1/2) hour.
- (b) Prior approval of personal leave must be obtained from the Unit Head. Approval or denial of personal leave shall be based upon the needs of the Unit for the services of the Employee. The nature of the Employee's personal business shall not be a factor.

- (c) For presently serving Employees, four days personal leave shall be earned each January 1st. For new or reinstated Employees, personal leave days shall be earned on the date of employment on a prorated basis from the date of employment through December 31st of that year.
- (d) Unused personal leave hours shall be added to the accumulated sick leave of each Employee at the end of each year.
- (e) When an Employee moves between Units within the County service, his accumulated personal leave credits shall be transferred with him.

SECTION 5. LEAVE FOR CIVIL SERVICE EXAMINATION; INTERVIEWS

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

SECTION 6. LEAVE FOR COURT AND JURY ATTENDANCE

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

SECTION 7. MILITARY AND OTHER LEAVES REQUIRED BY LAW

A Unit Head shall grant any leave of absence, with or without pay, as is now or may be required by specific statutory authority, such as the Military Law. Additionally, Employees who are also members of the Armed Forces Reserves or National Guard and who are called to Active-Duty Military Service shall be entitled to the benefits conferred upon them in the Dutchess County Resolution No. 2016221, as may be amended.

SECTION 8. WORKERS' COMPENSATION LEAVE

An Employee who is absent from work because of occupational injury or disease, which results in an award of workers' compensation, shall be entitled to leave with full pay for the waiting period, which is not compensated by the Workers' Compensation Board. If the determination of the Workers' Compensation Board is that the injury or sickness did not arise during the course of employment, then the waiting period leave shall be charged against accumulated leave or, if no accumulated leave exists, shall be paid back to the County by the Employee. A determination by the Workers' Compensation Board as to whether or not an injury or sickness arose in the course of employment shall be final and conclusive as to the County and the Employee, subject to the right of judicial review. Before allowing any such leave with pay, a Unit Head may require proof of the nature of the occupational injury or disease and proof of the Employee's inability to return to work during this initial period. In addition, a Unit Head may require a physical examination, paid for by the County, as a condition precedent to the Employee's return to work. Should the examination not occur within ten (10) working days, the Employee will be placed back on the payroll, and, in the discretion of the County, be required to return to work. The

purpose of the examination is to establish that the Employee is able to perform his own normal duties and that his return to work will not jeopardize his own health and safety or that of his fellow Employees. An Employee on workers' compensation leave as approved by the Workers' Compensation Board shall not be deemed off the payroll for the purpose of the definition of the terms adjusted benefit, increment or longevity dates as set forth in Article I hereof.

SECTION 9. LEAVES OF ABSENCE WITHOUT PAY

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

SECTION 10. EMERGENCY FIRE/DISASTER LEAVE

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

SECTION 11. BEREAVEMENT LEAVE

An Employee shall be granted bereavement leave as follows:

- (a) An Employee shall be granted five (5) consecutive shifts off with pay at the time of death of an Employee's spouse, parent, or child, not to exceed a timespan of seven (7) consecutive calendar days in total.
- (b) An Employee shall be granted three (3) consecutive shifts 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, not to exceed a timespan of seven (7) consecutive calendar days in total.
- (c) An Employee shall be granted one (1) shift off with pay at the time of death of an Employee's brother-in-law, sister-in-law, son-in-law, or daughter-in-law.

However, one (1) shift of the leave may be reserved, up to thirty (30) days after the date of death, to attend services/funeral.

An employee whose 3rd or 5th consecutive shift begins on one calendar day and ends on the following calendar day shall be entitled to remain off with pay for that entire shift. If an employee's next shift begins on the same calendar day, they are required to return to work for their next shift.

i.e. If the 5th consecutive shift ends at 7AM, and the next scheduled shift begins at 5PM, the employee must return to work at 5PM.

SECTION 12. EMPLOYEE ABSENCE NOTIFICATION

Employees shall follow their Department-specific notification procedure, or if unknown, notify their immediate Supervisor and/or Department Head, prior to being absent from work for any reason which has not been pre-approved by the Department.

Providing notice under this provision does not constitute approval of benefit time or time-off and normal approval procedures are required.

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

SECTION 1. HEALTH INSURANCE FOR CURRENT EMPLOYEES

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

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

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

SECTION 2. HEALTH INSURANCE FOR RETIRED EMPLOYEES AND SURVIVING SPOUSES

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

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

- (b) Surviving spouses receiving health insurance coverage through a retired Employee as described above shall have the option to continue either individual or dependent health insurance coverage with the County on a contributory basis. For employees hired/rehired prior to January 1, 2026, the County will pay 50% towards the cost of individual coverage, for employees hired/rehired on or after January 1, 2026, the County will contribute 25% toward the cost of individual coverage (date of hire/rehire will not be reset for separations of less than a year). The surviving spouse shall pay the balance of the individual coverage premium cost. In the event the surviving spouse elects dependent coverage, the surviving spouse shall be responsible for the total cost of dependent coverage.

SECTION 3. DENTAL PLAN

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

SECTION 4. OPTICAL PLAN

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

SECTION 5. RETIREMENT PLANS

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

SECTION 6. DISABILITY INSURANCE

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

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

SECTION 7. HEALTH INSURANCE BUY-OUT

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

SECTION 8. NEW YORK STATE PAID FAMILY LEAVE

The County shall provide Paid Family Leave (PFL) pursuant to Article 9 of the Workers' Compensation Law and any amendments which may be enacted to said law and it shall be effective after the County's compliance with the statutory and insurance carrier notice requirements. The County shall cover the employees' contribution up to a maximum of \$85.00 per year through December 31, 2026. Thereafter, the County will not contribute to this benefit.

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 completed job-related courses that 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. The total of all approved tuition payment reimbursements shall not exceed \$30,000.00 for 2025. The total of all approved tuition payment reimbursements shall not exceed \$35,000.00 for each of the years 2026 and 2027. For 2028 and each year following, the total shall not exceed \$40,000.00.

(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 - \$10.00.
 - ii. The next succeeding complete six (6) hour period - \$8.00.
 - iii. Each succeeding complete four (4) hour period thereafter - \$8.00.
- (b) For work performed immediately before an Employee's regular or scheduled full-time workday:
- i. First complete two (2) hour period - \$10.00.
 - ii. The next preceding complete six (6) hour period - \$8.00.
 - iii. Each preceding complete four (4) hour period - \$8.00.

- (c) Emergency call-back:
For each complete four (4) hour period up to next workday - \$10.00.
- (d) Prescheduled non-continuous overtime:
For each complete four (4) hour period - \$8.00.
- (e) Present IRS Regulations provide that meal payments made without a receipt are taxable income. If an Employee submits a receipt for meal payments referenced in this Section, the Employee shall be paid the amount shown on the receipt up to the amount otherwise designated in this Section. The balance, if any, between the amount shown by the receipt and the amount provided for in this Section, shall not be reimbursed. Meal payments made without a receipt shall be paid in accordance with (a), (b), (c) and (d) above and will be considered taxable income as provided by IRS Regulations. IRS Regulations are subject to change.

SECTION 4. MILEAGE

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

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

- (a) Authorization by the Unit Head, subject to approval by the County Executive, of all out-of-county travel or attendance at conferences, in-service training sessions, or other meetings is required. No additional compensation shall be paid to Employees for out-of-county travel or attendance at these conferences, training sessions or meetings, except when an Employee is directed by his Unit Head, subject to approval by the County Executive, to attend a meeting, conference or training session as a part of his job duties, travel to and from the conference, meeting, or training site, in excess of their normal work commute, will be considered time worked and awarded as compensatory time whenever applicable. 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: \$10.00.
Lunch: \$15.00.
Dinner: \$25.00.
- (d) When an Employee is requested by a Unit Head to attend an in-county function and meals are an integral part of that function, the Employee shall be compensated for meal expenses associated with the function. The Employee shall be notified in advance of approval to attend the function and advised that compensation for meals will be made.

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

SECTION 6. PROMOTION

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

SECTION 7. UNIFORMS, WORK CLOTHES AND TOOL ALLOWANCE

- (a) The County shall continue to provide protective work clothes for those positions presently identified as requiring such clothing. The County reserves the right subject to law to identify in the future other positions, which would warrant protective work clothes.
- (b) The County reserves the right to require any group of Employees to wear a designated uniform. In that case, the County shall provide two sets of uniforms for winter and summer. Employees shall be responsible for every-day cleaning, maintenance, and minor repair of uniforms. The County shall replace worn out uniforms or uniforms damaged beyond repair through no fault of the Employee.
- (c) The County shall pay up to six hundred (\$600.00) dollars per year to each Automotive Mechanic, Construction Equipment Mechanic I, Construction Equipment Mechanic II, Senior Automotive Mechanic, Auto Service Center Supervisor, Equipment Mechanic Supervisor I and Equipment Mechanic Supervisor II and all Transit Mechanics to purchase new, replacement and/or additional tools for use in the course of employment. In addition, if the County purchases, or acquires, vehicles or equipment that require the use of different, or upgraded, tools from the standard tools currently needed to service the current County vehicles and/or equipment, the County will purchase those tools for use by the appropriate mechanic(s) and the County shall replace these tools as needed.
- (d) Each Airport Maintenance Mechanic II and the Airport Maintenance Supervisor shall provide, at his own expense, an appropriate set of tools, as determined by the Unit Head, for use while employed by the Department of Aviation. These tools shall be available for use during working hours and may be secured on County property upon approval of the Unit Head. Should any Employee provided tool fail during normal use, the County shall replace the tool with one of equal quality, provided the tool is not covered by an outside warranty.
- (e) For all titles designated by Risk Management, excluding employees of the Dutchess Community College, who are required to wear protective footwear, the County will provide up to a collective three hundred dollars (\$300.00) reimbursement per year per employee, for 2022 and 2023, who

produce a receipt for the purchase of such footwear. The reimbursement for 2022 will be for eligible footwear, in eligible titles, purchased during any time in 2022.

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

SECTION 8. DEDUCTIONS

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

SECTION 9. ALTERNATE CIVIL SERVICE EXAMINATION DATES

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

SECTION 10. PARKING

- (a) The County will reduce an employee's payroll deduction for parking expense up to twenty dollars (\$20.00) per payroll (twenty-six (26) payrolls annually). This benefit is eligible to employees who park in City of Poughkeepsie Municipal Parking Lot.
- (b) 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.
- (c) Employees who are hired and/or separate from the County are responsible for resolving any outstanding obligations with the City of Poughkeepsie.

SECTION 11. WORK LOCATIONS

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

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

SECTION 12. CURTAILMENT OF SERVICES; CONTRACTING OUT

- (a) Curtailment of Services.

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

- (b) Contracting Out.

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

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

- (a) Employees paid on an hourly basis include only the following:
 - i. "part-time Employees": all Employees regularly working at or less than half the normal work week.
 - ii. "hourly Employees": all Employees regularly working more than half of the normal work week, but less than full-time.
 - iii. "hourly temporary Employees": all Employees appointed to temporary positions.
- (b) Subject to Article IV, Section "5" of this Agreement, part-time and hourly Employees shall be eligible for annual increments, provided they earned a minimum of 30% of the regular full-time salary for the position during the 12-month period immediately preceding their increment date. Part-time and hourly Employees shall be eligible for a longevity payment, provided they earned a minimum of 30% of the regular full-time salary for their 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, vacation, holidays and sick leave will be awarded on a per payroll basis on the last day of the payroll period and made available for use the following payroll period. If an Employee paid on an hourly basis converts to a full-time annual basis, the County shall credit any holiday balances to the Employee's sick leave accruals.
- (d) Employees paid on an hourly basis are also eligible for other benefit leaves in pro-rata amounts not to exceed their normal work schedule.
- (e) Employees with an adjusted benefit date prior to January 1, 1991 who work a minimum of half the regularly scheduled work week shall be eligible for health insurance coverage, provided they contribute towards the premium cost pursuant to Article VIII, Section "1" of this Agreement. These Employees will be eligible for fully paid dental insurance.
- (f) Employees with an adjusted benefit date after January 1, 1991 who work a minimum of half the regularly scheduled work week, but less than a full work week, shall be eligible for health insurance and dental insurance coverages. The County will contribute 50% towards the premium costs of the coverages. The balance will be paid by the part-time or hourly Employee electing the coverage(s).

SECTION 14. PAST PRACTICE

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

SECTION 15. CSEA FITNESS PROGRAM

The County agrees to pay five thousand dollars (\$5,000.00) in 2025 to an interest-bearing account for the purpose of employee fitness programs with a maximum rollover amount of seven thousand five hundred dollars (\$7,500.00).

In 2026 and every year thereafter, the County agrees to pay seven thousand five hundred dollars (\$7,500.00) per year to an interest-bearing account for the purpose of employee fitness programs with a maximum rollover amount of ten thousand dollars (\$10,000.00) per year.

The funds shall be distributed by the Department of Human Resources after receipt, review, and approval of written proposals from the authorized Union executive committee. At the end of each calendar year, the County will recoup the unused funds, in excess of the maximum rollover amount set forth in this provision.

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 Department of Finance according to the rules and regulations prescribed by the State of New York.
- (b) As soon as practicable, the County will offer the Roth 457 IRA option through the NYS Deferred Compensation Plan through payroll deduction.

SECTION 17. NOTICE UPON SEPARATION

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

SECTION 18. COUNTY VEHICLES

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

SECTION 19. DIRECT DEPOSIT

Employees are required to utilize direct deposit.

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

SECTION 20. INTERNAL REVENUE SERVICE SECTION 125 FLEXIBLE SPENDING PLAN

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

SECTION 21. ONE HOUR REPORTING TIME STANDARD

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

SECTION 22. DEFENSIVE DRIVING COURSES

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

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

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

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

SECTION 23. ALCOHOL AND DRUG ABUSE POLICIES AND PROCEDURES

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

SECTION 24. NON-SALARY REIMBURSEMENTS

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

SECTION 25. LICENSED SOCIAL WORKER TUITION PROGRAM

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

TO BE ELIGIBLE FOR TUITION PAYMENT AN EMPLOYEE MUST:

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

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

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

- (a) If an Employee leaves within one (1) year from the date of the last tuition payment made on his or her behalf, that Employee shall have a maximum reimbursement obligation of \$7,000.00.

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

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

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

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

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

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

SECTION 26. VEHICLE TRACKING DEVICES

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

ARTICLE XI **GRIEVANCE PROCEDURE**

SECTION 1. DEFINITIONS

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

- (a) "Grievant" shall mean an Employee alleging a grievance.
- (b) "Grievance" means, except when an alternate remedy is provided by law, a claimed violation, misinterpretation, or misapplication of the terms of this Agreement, the rights claimed thereunder, or a past practice as limited in Article X (14), except that decisions regarding reclassification or reallocation pursuant to Article XIV shall not be subject to the grievance procedure.
- (c) "Immediate Supervisor" shall mean the Employee or officer on the next higher level of authority above the grievant in the Unit wherein the grievance exists, who normally assigns or supervises the Grievant's work and approves his time record or evaluates his work performance.

- (d) "Decision" shall mean the recommendation or ruling on, or disposition of a grievance made by an immediate supervisor, the Unit Head or the County Executive.
- (e) "Days" shall mean all days other than Saturdays, Sundays, and legal holidays. Saturdays, Sundays and legal holidays shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this Section.

SECTION 2. DECLARATION OF BASIC PRINCIPLE

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

SECTION 3. INITIAL PRESENTATION

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

SECTION 4. SECOND STAGE

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

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

SECTION 5. THIRD STAGE

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

SECTION 6. FOURTH STAGE

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

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

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

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

ARTICLE XII
UNION RIGHTS

SECTION 1. UNION REPRESENTATIVES

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

SECTION 2. UNION DELEGATES

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

SECTION 3. UNION OFFICE SPACE

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

SECTION 4. PERSONNEL CHANGES

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

SECTION 5. PAYROLL

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

SECTION 6. LEGISLATIVE MEETINGS

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

SECTION 7. UNION NOTICES

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

ARTICLE XIII
MANAGEMENT RIGHTS

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

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

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

ARTICLE XIV
CLASSIFICATION AND ALLOCATION PROCEDURE

SECTION 1. DEFINITIONS

(a)

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

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

SECTION 2. GENERAL

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

SECTION 3. RECLASSIFICATION AND REALLOCATION

- (a) Any Employee, after a reasonable attempt to discuss the matter with his Unit Head, may request in writing that the Department of Human Resources study the duties of the Employee's position in order to determine its proper Class Title and/or allocation (salary range). The Department of Human Resources shall initiate such study within thirty (30) days of the receipt of the request, except in the event that a department-wide or occupational series-wide Classification and Allocation Survey covering the Employee's position is planned within the next twelve (12) months. The Department of Human Resources shall complete an individual position review within sixty (60) working days after the Employee submits the official form describing the duties and responsibilities to his supervisor.
- (b) Any Employee, after a reasonable attempt to discuss the matter with his Unit Head, may request a review of a specific duty to determine whether or not it is out of title work for the Class Title presently held by the Employee. Such request shall be submitted in writing to the Employee's Unit Head and the Commissioner of Human Resources. The Commissioner of Human Resources shall issue a determination within fifteen (15) working days of the receipt of such request.
- (c) Any County officer or Unit Head may also request a review of a position or of a specific duty assigned to a position, or may request a department-wide or occupational series-wide Classification and Allocation Survey. The Commissioner of Human Resources reserves the right to initiate any survey he deems necessary notwithstanding any other provision of this Article. The Commissioner of Human Resources shall notify the Union of any surveys being initiated by him. The Department of Human Resources shall issue notice of proposed Reclassification or Reallocation to the Employees

within six (6) months after the date the Department of Human Resources initiated the survey. Upon completion of a survey, the Commissioner of Human Resources shall provide a copy of the survey to the Union within ten (10) days.

- (d) No Employee whose salary is increased by such Reclassification or Reallocation shall have any claim against the County for the difference, if any, between the salary of the position under the old title and that of the new position under the new title for any period prior to the date such change in scale becomes legally effective.
- (e) Upon the finalization and adoption of a determination made pursuant to this Article, the matter will be closed for a minimum of twelve (12) months or until there is a substantial change in the duties and responsibilities of the position as determined by the Commissioner of Human Resources.

SECTION 4. RECLASSIFICATION AND REALLOCATION APPEALS

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

SECTION 5. EFFECTIVE DATES

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

ARTICLE XV

LABOR-MANAGEMENT COMMITTEE(S)

SECTION 1. LABOR-MANAGEMENT COMMITTEE

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

SECTION 2. SPECIAL LABOR-MANAGEMENT COMMITTEE

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

ARTICLE XVI
IMPLEMENTATION

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

ARTICLE XVII
NON-DISCRIMINATION

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

ARTICLE XVIII
SAVINGS CLAUSE

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

ARTICLE XIX
SCOPE

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

ARTICLE XX
DURATION

Except as otherwise provided herein, this Agreement shall be effective January 1, 2025 through December 31, 2028.

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

Dated this 29 day of May, 2026

COUNTY OF DUTCHESS

By Susan J. Serino
SUSAN J. SERINO, COUNTY EXECUTIVE

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

By [Signature]
ANDREW K. CALAMARI, UNION PRESIDENT

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

By [Signature]
HOWARD BAUL, LABOR RELATIONS SPECIALIST

By [Signature]
JORDAN RIDER, LABOR RELATIONS SPECIALIST

APPENDIX A
Titles Of Bargaining Unit Members

Title	Grade Allocation	Work Week	Titles Excluded from Overtime Compensation at Time & One Half	Titles Requiring Twenty Days Notice of Separation
911 CAD Coordinator	16	35		
911 Operations Supervisor	17	40		
Academy of Music Assistant (DCC)	10	35		
Accountant	16	35		
Accounting Clerk	9	35		
Accounting Supervisor I	14	35		
Accounting Supervisor II	16	35		
Administrative Assistant	12	35		
Administrative Services Coordinator	15	35		
Aging Information Services Specialist	15	35		
Aging Services Aide	5	40		
Agricultural Navigator	16	35		
Airport Maintenance Mechanic I	11	40		
Airport Maintenance Mechanic I Trainee	10	40		
Airport Maintenance Mechanic II	12	40		
Airport Maintenance Supervisor	15	40		
Alternatives To Incarceration (ATI) Worker	17	35		
Architectural Technician	15	35		
Archivist	13	35		
Assistant Civil Engineer I	17	35		
Assistant Civil Engineer II (Design)	19	35		
Assistant Coordinator for Children with Special Needs	17	35		
Assistant Director of Public Health Nursing	19	35	Excluded	
Assistant Park Naturalist	9	40		
Assistant Purchasing Agent	14	35		
Assistant Social Welfare Manager II	16	35		
Assistant To The Commissioner For Program Planning and Evaluation	18	35		
Assistant Tree Climber	11	40		
Associate Public Health Sanitarian	19	35	Excluded	
Athletic Facilities and Equipment Attendant	5	40		
Athletic Facilities and Equipment Attendant/Intramural Director	5	40		
Auditor	16	35		
Automotive and Equipment Mechanic	13	40		
Automotive Mechanic	13	40		

Automotive Mechanic Helper	9	40		
Automotive Parts Specialist	12	40		
Automotive Service Center Supervisor	15	40		
Behavioral Health Specialist	15	35	Excluded	
Behavioral Health Specialist II	16	35	Excluded	
Billing Manager	14	35		
Biology Teaching Laboratory Coordinator	13	40		
Biostatistician	16	35		
Bridge Maintainer	10	40		
Bridge Maintainer Trainee	9	40		
Bridge Maintenance Supervisor	14	40		
Building Maintenance Mechanic I	8	40		
Building Maintenance Mechanic I (H & V)	10	40		
Building Maintenance Mechanic II	11	40		
Building Maintenance Mechanic II (H & V)	12	40		
Building Maintenance Mechanic III	13	40		
Building Maintenance Mechanic III (H & V)	13	40		
Building Maintenance Supervisor	16	40		
Bus Driver I	7	40		
Bus Driver II	9	40		
Bus Driver III	12	40		
Business Manager	14	35		
Buyer	12	35		
Campus Guard	7	40		
Campus Investigator	15	35		
Campus Peace Officer	13	40		
Campus Safety Dispatcher	12	40		
Carpenter	13	40		
Case Manager Aide	7	35		
Case Manager Aide (Spanish Speaking)	7	35		
Case Manager I	13	35		
Case Manager I (Spanish Speaking)	13	35		
Case Manager II	15	35		
Case Manager II (CPS)	15	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	40		
Chemistry Teaching Lab Coordinator	14	40		
Chief Engineer	18	40		

Chief Medical Investigator-Forensic	17	35		
Cleaner	5	40		
Clerk	5	35		
Clerk (Spanish Speaking)	5	35		
Clinical Program Manager	20	35	Excluded	
Communicable Disease Coordinator	17	35		
Communications Clerk	8	40		
Communications Systems Specialist	17	35		
Community Benefits Specialist	11	35		
Community Development Administrator	18	35		
Community Development Coordinator	17	35		
Community Health Medical Assistant (Spanish Speaking)	10	35		
Community Health Nurse	14	35		
Community Health Outreach Coordinator (Spanish Speaking)	12	35		
Community Health Outreach Worker (Spanish Speaking)	9	35		
Community Investment Program Specialist	15	35		
Community Mental Health Aide	12	35		
Community Mental Health Aide (Spanish Speaking)	12	35		
Community Mental Health Counselor	15	35	Excluded	Required
Community Mental Health Nurse	14	35		
Construction Equipment Mechanic Aide	9	40		
Construction Equipment Mechanic I	13	40		
Construction Equipment Mechanic II	14	40		
Construction Equipment Operator I	11	40		
Construction Equipment Operator I - Mechanic	11	40		
Construction Equipment Operator II	12	40		
Construction Equipment Operator II - Instructor	13	40		
Construction Equipment Operator II - Mechanic	12	40		
Construction Equipment Welder I	12	40		
Construction Equipment Welder II	14	40		
Consumer Services Inspector I	12	35		
Consumer Services Inspector I Trainee	11	35		
Consumer Services Inspector II	13	35		
Contract Specialist	13	35		
Coordinator of Special Needs Services	19	35	Excluded	
Courier	6	35		
Crime Analyst	14	35		
Criminal Justice Intake Specialist	11	35		
Cyber Security Administrator	19	35	Excluded	
Cyber Security Analyst	17	35	Excluded	
Database Administrator	16	35		

Delivery Driver	9	40		
Director of Emergency Management	19	35	Excluded	
Director of Services	18	35	Excluded	
Director of Weights and Measures B	15	35		
Director of Youth Services	17	35		
Discovery Software Assistant	14	35		
Domestic Violence Outreach Worker	12	35		
Drafting Technician I	9	35		
Drafting Technician II	11	35		
Early Intervention Assistant (Spanish Speaking)	10	35		
Early Intervention Specialist	15	35		
Electrician I	13	40		
Electrician II	15	40		
Electronic Equipment Repair Specialist	17	40		
Emergency Management Coordinator	17	35		
Emergency Medical Services Coordinator	17	35		
Emergency Preparedness Coordinator	17	35		
Emergency Response Logistics Coordinator	14	35		
Enforcement Technician	8	35		
Engineering Aide	10	35		
Environmental Program Director	20	35	Excluded	
Environmental/Sustainability Specialist	14	35		
Epidemiologist	17	35		
Equipment Mechanic Supervisor I	14	40		
Equipment Mechanic Supervisor II	15	40		
Family Peer Advocate	12	35		
Financial Analyst (County)	18	35	Excluded	
Fire Coordinator	17	35		
Fire Instructor	13	35		
Garage Superintendent	16	40		
G.I.S. Analyst	15	35	Excluded	
G.I.S. Project Coordinator	16	35		
G.I.S. Specialist	14	35		
G.I.S. Technician	12	35		
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		
Home Energy Assistance Program (HEAP) Examiner	11	35		

Heating and Ventilating Supervisor	16	40		
Heating and Ventilating Technician	14	40		
Helpline Crisis Counselor	15	35		
Helpline Crisis Counselor II	16	35		
Home Delivered Meals Coordinator	11	35		
Homeless Shelter Director	17	35	Excluded	
Houskeeper I (DCC)	6	40		
Houskeeper II (DCC)	10	40		
Housekeeping Supervisor	16	40		
Infrastructure Administrator	19	35	Excluded	
Infrastructure Systems Specialist (DCC)	17	35	Excluded	
Information Technology Business Administrator	18	35	Excluded	
Instructional Media Services Assistant	15	40		
Instructional Media Technician	13	40		
Investigator (District Attorney)	16	35		
Investigator (Public Defender)	16	35		
Junior Accountant	12	35		
Junior Auditor	13	35		
Junior Civil Engineer	15	35		
Junior Planner	13	35		
Junior Programmer/Analyst (GIS)	15	35		
Junior Systems Programmer	17	35		
Labor Supervisor	14	40		
Laborer	8	40		
Law Enforcement Coordinator (Child Advocacy Center)	17	35		
Legal Secretary	11	35		
Library Clerk (DCC)	6	35		
Lieutenant of Campus Safety/Investigator	16	40		
Lifeguard	6	40		
Locksmith	12	40		
Maintenance Superintendent	16	40		
Medical Assistant (DCC)	10	35		
Medical Examiner Technician	13	35		
Medical Reserve Corps (MRC) Coordinator	14	35		
Medicolegal Death Investigator	12	35		
Microcomputer Services Supervisor	19	35	Excluded	
Microcomputer System Administrator	19	35	Excluded	
Microcomputer/Network Support Specialist	17	35	Excluded	
Microcomputer/Virtualization Support Specialist (DCC)	17	35	Excluded	
Microcomputer/Word Processing Support Assistant	14	35		
Mortuary Technician	11	35		

Motor Equipment Operator	10	40		
Motor Equipment Operator Trainee	9	40		
Motor Vehicle Clerk	10	35		
Network Administrator	19	35	Excluded	
Network Administrator (DCC)	19	35	Excluded	
Nurse Practitioner	21	35	Excluded	Required
Nutrition Services Coordinator	15	35		
Office Assistant	6	35		
Office Assistant (Spanish Speaking)	6	35		
Offset Printer	11	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	9	40		
Parks Superintendent	16	40		
Payroll Clerk	11	35		
Planner	15	35	Excluded	
Plumber	13	40		
Principal Accounting Clerk	12	35		
Principal Library Clerk (DCC)	12	35		
Principal Motor Vehicle Clerk	12	35		
Principal Program Assistant	12	35		
Principal Registry Clerk	12	35		
Print Shop Coordinator (DCC)	12	35		
Print Shop Supervisor	13	35		
Probation Assistant	12	35		
Probation Intake Worker	11	35		
Probation Officer I	15	35		
Probation Officer I (Spanish Speaking)	15	35		
Probation Officer I Trainee	14	35		
Probation Officer I Trainee (Spanish Speaking)	14	35		
Probation Officer II	16	35		
Probation Supervisor I	18	35	Excluded	
Program Assistant	8	35		
Program Assistant (Spanish Speaking)	8	35		
Programmer/Analyst Trainee	15	35		
Programmer/Analyst	17	35	Excluded	

Programmer/Analyst (GIS)	17	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		
Public Health Education Coordinator	15	35		
Public Health Engineer	17	35	Excluded	
Public Health Engineering Technician	13	35		
Public Health Nurse	15	35		
Public Health Nutrition Coordinator	15	35		
Public Health Sanitarian	14	35		
Public Safety Call Taker	10	40		
Public Safety Dispatcher I	13	40		
Public Safety Dispatcher II	14	40		
Public Safety Dispatcher Trainee	12	40		
Purchasing Agent	16	35		
Quality Improvement Coordinator	18	35		
Real Property Information System Specialist	16	35		
Real Property Information System Technician	14	35		
Real Property Information System Technician Trainee	12	35		
Real Property Tax Services Assistant	12	35		
Receiving Registry Clerk	10	35		
Receptionist	6	35		
Receptionist (Spanish Speaking)	6	35		
Recovery Coach	11	35		
Recovery Coach II	12	35		
Registered Professional Nurse	13	35		
Rehabilitation Specialist	14	35		
Reproduction Specialist	10	35		
Research Assistant	15	35		
Research Assistant (DCC)	15	35		
Resource Consultant	13	35		
Road Maintainer	9	40		
Road Maintenance Supervisor	14	40		
Safety Coordinator	15	35	Excluded	
Safety Specialist	13	35		
Safety Specialist (Transit)	14	35		
Secretary	10	35		
Security Guard	5	40		

Security Systems Specialist	15	35		
Senior Accountant	17	35		
Senior Auditor	17	35		
Senior Automotive Mechanic	14	40		
Senior Bridge Maintainer	12	40		
Senior Campus Guard	10	40		
Senior Carpenter	14	40		
Senior Communications Clerk	11	40		
Senior Engineering Aide	12	35		
Senior Housekeeper	12	40		
Senior IT Support Administrator (DCC)	19	35		
Senior Legal Secretary	12	35		
Senior Library Clerk (DCC)	9	35		
Senior Network Administrator	20	35	Excluded	
Senior Network Administrator (DCC)	20	35	Excluded	
Senior Office Assistant	8	35		
Senior Park Maintenance Mechanic	12	40		
Senior Payroll Clerk	12	35		
Senior Planner	17	35	Excluded	
Senior Plumber	14	40		
Senior Program Assistant	10	35		
Senior Public Health Advisor	16	35		
Senior Public Health Education Coordinator	16	35		
Senior Public Health Engineer	19	35	Excluded	
Senior Public Health Sanitarian	17	35	Excluded	
Senior Public Safety Dispatcher	15	40		
Senior Site Manager	10	35		
Senior Systems Architecture Administrator (DCC)	20	35	Excluded	
Senior Tax Map Technician	13	35		
Senior Web Designer/Analyst	18	35	Excluded	
Senior Youth Worker	14	35		
Sergeant Campus Peace Officer	14	40		
Sign Maker	10	40		
Site Manager	9	40		
Social Welfare Manager I	15	35		
Social Welfare Manager II	17	35		
Social Welfare Specialist	13	35		
Social Welfare Worker I	11	35		
Social Welfare Worker II	12	35		
Social Worker I	15	35	Excluded	Required
Social Worker II	16	35	Excluded	Required

Social Worker II (Spanish Speaking)	16	35	Excluded	Required
Social Worker III	17	35	Excluded	Required
Software Applications Specialist	18	35	Excluded	
Software Specialist (CCBET)	18	35	Excluded	
Software Specialist (CCBET) Trainee	17	35		
Solid Waste Compliance Inspector	14	35		
Special Programs Systems Specialist (DCC)	14	35		
Stock Clerk Helper	9	40		
Stockroom Assistant	11	40		
Stockroom Supervisor	14	40		
Stop DWI/Traffic Safety Administrator	15	35		
Student Financial Services Systems Specialist (DCC)	11	35		
Supervising Alternatives To Incarceration (ATI) Worker	18	35		
Supervising Criminal Justice Intake Specialist	13	35		
Supervising Helpline Crisis Counselor	17	35		
Supervising Motor Vehicle Clerk	14	35		
Supervising Office Assistant	10	35		
Supervising Public Health Engineer	20	35	Excluded	
Supervising Public Health Nurse	17	35	Excluded	
Supervising Registry Clerk	14	35		
Supervisor of Athletic Facilities	11	40		
Supervisor of Grounds and Equipment	16	40		
Supervisor of Health Services (DCC)	17	35		
Supervisor of Special Investigations	16	35		
Supervisor of Student Accounts	14	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		
Tire Mechanic	11	40		
Title Searcher	12	35		
Title Searcher Trainee	11	35		
Traffic Engineer	18	35	Excluded	
Transit Building and Maintenance Aide	11	40		
Transit Building and Maintenance Aide Trainee	10	40		
Transit Equipment Mechanic	13	40		
Transit Equipment Mechanic Aide	12	40		

Transit Equipment Mechanic Supervisor	15	40		
Transit Garage Superintendent	16	40		
Transit Operations Assistant	8	40		
Transit Operations Supervisor	14	40		
Transit Operations Supervisor II	15	40		
Transit Services Assistant	8	35		
Transit System Technician	14	35		
Transportation Program Administrator	19	35	Excluded	
Tree Climber	12	40		
Tree Maintenance Supervisor	14	40		
Tree Trimmer	10	40		
Tree Trimmer Trainee	9	40		
User Services Administrator	15	35	Excluded	
User Services Liaison	12	35		
Veterans Counselor	12	35		
Veterans Outreach Coordinator	13	35		
Vocational Counselor	12	35		
Warehouse Supervisor	12	40		
Waterfront Director	10	40		
Web Designer/Analyst	17	35	Excluded	
Welfare Management System Program Assistant	14	35		
Youth and Community Engagement Specialist	11	35		
Youth Programs Analyst	15	35		
Youth Worker	12	35		

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

Board of Election	All Titles
Sheriff's Office and Jail	All Titles
County Attorney's Office	Legal Secretary (4)
County Executive's Office	All Titles
Department of Mental Health	Support Services Assistant (3) Secretary (1)
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)
Human Resources/Risk Management	Accountant

APPENDIX B
2024 SALARY SCHEDULE

2024 SALARY SCHEDULE

2024 SALARY SCHEDULE PLUS 3.75%

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

APPENDIX C.1

2025, 2026, 2027, 2028 SALARY SCHEDULES

2025 SALARY SCHEDULE

2025 SALARY SCHEDULE PLUS 3.25% Or At Least \$2,250

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Average Increment
5	40,784	41,746	42,735	43,744	44,784	45,848	46,934	48,051	49,195	1,051
6	42,125	43,124	44,145	45,191	46,265	47,363	48,493	49,646	50,831	1,088
7	43,751	44,788	45,854	46,946	48,058	49,205	50,381	51,584	52,816	1,133
8	45,658	46,742	47,855	48,997	50,166	51,365	52,593	53,849	55,139	1,185
9	47,826	48,967	50,136	51,332	52,556	53,817	55,105	56,425	57,779	1,244
10	50,258	51,462	52,686	53,952	55,242	56,568	57,927	59,318	60,745	1,311
11	53,228	54,502	55,808	57,146	58,515	59,926	61,367	62,842	64,358	1,391
12	57,005	58,375	59,779	61,213	62,691	64,203	65,750	67,334	68,961	1,495
13	62,454	63,959	65,502	67,085	68,706	70,369	72,090	73,890	75,735	1,660
14	68,174	69,822	71,513	73,296	75,130	77,009	78,935	80,906	82,927	1,844
15	73,968	75,815	77,710	79,653	81,649	83,687	85,780	87,923	90,121	2,019
16	79,865	81,860	83,907	86,004	88,155	90,355	92,614	94,928	97,301	2,180
17	85,743	87,886	90,085	92,338	94,647	97,011	99,436	101,923	104,470	2,341
18	91,635	93,924	96,272	98,677	101,146	103,676	106,266	108,918	111,641	2,501
19	97,507	99,950	102,448	105,006	107,635	110,323	113,079	115,904	118,800	2,662
20	103,397	105,982	108,632	111,349	114,133	116,987	119,906	122,903	125,976	2,822
21	109,310	112,043	114,845	117,712	120,655	123,674	126,768	129,934	133,182	2,984
27	202,274	203,502	204,724	205,948	207,172	208,394	209,620	210,843	212,095	1,228
28	210,848	212,071	213,294	214,518	215,742	216,965	218,191	219,415	220,666	1,227

2026 SALARY SCHEDULE

2026 SALARY SCHEDULE PLUS 3.25% Or At Least \$2,000

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Average Increment
5	42,784	43,746	44,735	45,744	46,784	47,848	48,934	50,051	51,195	1,051
6	44,125	45,124	46,145	47,191	48,265	49,363	50,493	51,646	52,831	1,088
7	45,751	46,788	47,854	48,946	50,058	51,205	52,381	53,584	54,816	1,133
8	47,658	48,742	49,855	50,997	52,166	53,365	54,593	55,849	57,139	1,185
9	49,826	50,967	52,136	53,332	54,556	55,817	57,105	58,425	59,779	1,244
10	52,258	53,462	54,686	55,952	57,242	58,568	59,927	61,318	62,745	1,311
11	55,228	56,502	57,808	59,146	60,515	61,926	63,367	64,884	66,450	1,403
12	59,005	60,375	61,779	63,213	64,728	66,290	67,887	69,522	71,202	1,525
13	64,484	66,038	67,631	69,265	70,939	72,656	74,433	76,291	78,196	1,714
14	70,390	72,091	73,837	75,678	77,572	79,512	81,500	83,535	85,622	1,904
15	76,372	78,279	80,236	82,242	84,303	86,407	88,568	90,780	93,050	2,085
16	82,461	84,520	86,634	88,799	91,020	93,292	95,624	98,013	100,463	2,250
17	88,530	90,742	93,013	95,339	97,723	100,164	102,668	105,235	107,865	2,417
18	94,613	96,977	99,401	101,884	104,433	107,045	109,720	112,458	115,269	2,582
19	100,676	103,198	105,778	108,419	111,133	113,908	116,754	119,671	122,661	2,748
20	106,757	109,426	112,163	114,968	117,842	120,789	123,803	126,897	130,070	2,914
21	112,863	115,684	118,577	121,538	124,576	127,693	130,888	134,157	137,510	3,081
27	208,848	210,116	211,378	212,641	213,905	215,167	216,433	217,695	218,988	1,268
28	217,701	218,963	220,226	221,490	222,754	224,016	225,282	226,546	227,838	1,267

2027 SALARY SCHEDULE

2027 SALARY SCHEDULE PLUS 3.25%

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Average Increment
5	44,174	45,168	46,189	47,231	48,304	49,403	50,524	51,678	52,859	1,086
6	45,559	46,591	47,645	48,725	49,834	50,967	52,134	53,324	54,548	1,124
7	47,238	48,309	49,409	50,537	51,685	52,869	54,083	55,325	56,598	1,170
8	49,207	50,326	51,475	52,654	53,861	55,099	56,367	57,664	58,996	1,224
9	51,445	52,623	53,830	55,065	56,329	57,631	58,961	60,324	61,722	1,285
10	53,956	55,200	56,463	57,770	59,102	60,471	61,875	63,311	64,784	1,354
11	57,023	58,338	59,687	61,068	62,482	63,939	65,426	66,993	68,610	1,448
12	60,923	62,337	63,787	65,267	66,832	68,444	70,093	71,781	73,516	1,574
13	66,580	68,184	69,829	71,516	73,245	75,017	76,852	78,770	80,737	1,770
14	72,678	74,434	76,237	78,138	80,093	82,096	84,149	86,250	88,405	1,966
15	78,854	80,823	82,844	84,915	87,043	89,215	91,446	93,730	96,074	2,153
16	85,141	87,267	89,450	91,685	93,978	96,324	98,732	101,198	103,728	2,323
17	91,407	93,691	96,036	98,438	100,899	103,419	106,005	108,655	111,371	2,496
18	97,688	100,129	102,632	105,195	107,827	110,524	113,286	116,113	119,015	2,666
19	103,948	106,552	109,216	111,943	114,745	117,610	120,549	123,560	126,647	2,837
20	110,227	112,982	115,808	118,704	121,672	124,715	127,827	131,021	134,297	3,009
21	116,531	119,444	122,431	125,488	128,625	131,843	135,142	138,517	141,979	3,181
27	215,636	216,945	218,248	219,552	220,857	222,160	223,467	224,770	226,105	1,309
28	224,776	226,079	227,383	228,688	229,994	231,297	232,604	233,909	235,243	1,308

2028 SALARY SCHEDULE

2028 SALARY SCHEDULE PLUS 3.25%

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Average Increment
5	45,610	46,636	47,690	48,766	49,874	51,009	52,166	53,358	54,577	1,121
6	47,040	48,105	49,193	50,309	51,454	52,623	53,828	55,057	56,321	1,160
7	48,773	49,879	51,015	52,179	53,365	54,587	55,841	57,123	58,437	1,208
8	50,806	51,962	53,148	54,365	55,611	56,890	58,199	59,538	60,913	1,263
9	53,117	54,333	55,579	56,855	58,160	59,504	60,877	62,285	63,728	1,326
10	55,710	56,994	58,298	59,648	61,023	62,436	63,886	65,369	66,889	1,397
11	58,876	60,234	61,627	63,053	64,513	66,017	67,552	69,170	70,840	1,496
12	62,903	64,363	65,860	67,388	69,004	70,668	72,371	74,114	75,905	1,625
13	68,744	70,400	72,098	73,840	75,625	77,455	79,350	81,330	83,361	1,827
14	75,040	76,853	78,715	80,677	82,696	84,764	86,884	89,053	91,278	2,030
15	81,417	83,450	85,536	87,675	89,872	92,114	94,418	96,776	99,196	2,222
16	87,908	90,103	92,357	94,665	97,032	99,455	101,941	104,487	107,099	2,399
17	94,378	96,736	99,157	101,637	104,178	106,780	109,450	112,186	114,991	2,577
18	100,863	103,383	105,968	108,614	111,331	114,116	116,968	119,887	122,883	2,753
19	107,326	110,015	112,766	115,581	118,474	121,432	124,467	127,576	130,763	2,930
20	113,809	116,654	119,572	122,562	125,626	128,768	131,981	135,279	138,662	3,107
21	120,318	123,326	126,410	129,566	132,805	136,128	139,534	143,019	146,593	3,284
27	222,644	223,996	225,341	226,687	228,035	229,380	230,730	232,075	233,453	1,351
28	232,081	233,427	234,773	236,120	237,469	238,814	240,164	241,511	242,888	1,351

APPENDIX C.2
LONGEVITY SCHEDULE

Grade	Effective 1/1/24
5	\$1,245
6	\$1,275
7	\$1,310
8	\$1,352
9	\$1,400
10	\$1,453
11	\$1,518
12	\$1,601
13	\$1,720
14	\$1,846
15	\$1,971
16	\$2,096
17	\$2,221
18	\$2,346
19	\$2,471
20	\$2,596
21	\$2,722
27	\$4,154
28	\$4,306

APPENDIX C.3

ON-CALL COMPENSATION SCHEDULE

Grade	On-Call Every 3 Weeks or Less	On-Call Every Week or Every Other Week
5	\$84	\$148
6	\$86	\$152
7	\$89	\$158
8	\$92	\$164
9	\$96	\$172
10	\$100	\$180
11	\$105	\$190
12	\$112	\$204
13	\$121	\$222
14	\$131	\$242
15	\$141	\$262
16	\$151	\$282
17	\$161	\$302
18	\$170	\$320
19	\$180	\$340
20	\$190	\$360
21	\$200	\$380
27	\$320	\$620
28	\$320	\$620

APPENDIX D
RULES FOR THE ADMINISTRATION OF THE SALARY PLAN

1. NEW APPOINTEES:

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

2. TEMPORARY OR PROVISIONAL APPOINTEES:

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

3. PROMOTIONS AND VOLUNTARY DEMOTIONS:

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

4. REASSIGNMENTS:

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

5. REALLOCATION:

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

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

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

6. REINSTATEMENTS:

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

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

7. PART-TIME OR HOURLY EMPLOYMENT:

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

8. TEMPORARY ASSIGNMENT IN HIGHER GRADE POSITION:

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

9. TRAINEES:

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

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

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

11. IMPLEMENTATION OF STEP 9:

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

APPENDIX E
DISABILITY BENEFITS

WEEKLY DISABILITY INCOME:

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

DURATION OF BENEFITS:

26 weeks of disability per 52 weeks.

WAITING PERIOD:

7 days.

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

APPENDIX F

RULES FOR EMERGENCY RESPONSE DISPATCH 24 HOUR SCHEDULING ROTATION

1. COVERED TITLES:

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

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

2. SCHEDULING STRUCTURE:

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

3. WORKING HOURS AND ASSIGNMENT:

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

4. HOLIDAY ACCRUAL:

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

A. NEW HIRES TO COVERED TITLES:

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

B. PROMOTIONS/DEMOTIONS:

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

C. WORKING ON A (ACTUAL) HOLIDAY:

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

D. PAYMENT OF HOLIDAY TIME:

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

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

E. USE/APPROVAL OF HOLIDAY TIME:

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

F. ADJUSTMENT OF HOLIDAY TIME:

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

G. PAYOUT BALANCE:

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

APPENDIX G
STIPULATIONS

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

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

CSEA PARKING DEDUCTION STIPULATION

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

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

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

TRAINEE STIPULATION

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

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

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

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

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

Dated: 3/23/87

VACATION ACCRUAL STIPULATION

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

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

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

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

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

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

PARKING AT THE DEPARTMENT OF COMMUNITY AND FAMILY SERVICES BUILDING LOT

STIPULATION

BY AND BETWEEN

THE COUNTY OF DUTCHESS (“County”)

AND

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

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

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

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

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

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

Dated: August 2018

CHILD PROTECTIVE SERVICES EMPLOYEE STIPEND STIPULATION

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

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

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

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

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

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

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

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

DATED: 5TH DAY OF SEPTEMBER, 2019

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

DEPARTMENT OF PUBLIC WORKS TRANSIT DIVISION MEMORANDUM OF AGREEMENT

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

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

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

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

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

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

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

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

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

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

1. **RECOGNITION OF SERVICE CREDIT.**

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

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

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

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

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

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

2. **APPOINTMENT AT OTHER THAN FIRST STEP.**

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

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

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

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

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

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

4. **AWARDING OF RIGHTS.**

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

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

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

5. AWARDING OF ACCRUALS.

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

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

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

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

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

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

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

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

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

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

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

7. TRANSITIONING EMPLOYEE EXCLUSION.

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

8. POLICY ADOPTION.

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

9. BIDDING AND SPLIT SHIFTS.

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

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

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

10. **NO OTHER MODIFICATIONS.**

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

Dated: 22nd day of April, 2022

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

APPENDIX H³

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 2024 (Appendix “B”);
- (c) Annual Salary Schedule for 2025, 2026, 2027 & 2028 (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 2024 salary schedule.

- (a) The salary schedule for 2025 reflects an increase of two thousand two hundred fifty dollars (\$2,250.00) on base or three and one quarter percent (3.25%), whichever is greater, over the 2024 schedule.

Additionally, effective and retroactive to January 1, 2025, the Union and County agree to eliminate Grade 4. The lowest grade of a position will be a Grade 5 and any position previously allocated to Grade 4 will be upgraded to Grade 5. Any employee impacted will be placed on a step pursuant to Appendix D, Section 5, Reallocation.

- (b) The salary schedule for 2026 reflects an increase of two thousand dollars (\$2,000.00) on base or three and one quarter percent (3.25%), whichever is greater over the 2025 schedule.
- (c) The salary schedule for 2027 reflects an increase of three and one quarter percent (3.25%) over the 2026 schedule.
- (d) The salary schedule for 2028 reflects an increase of three and one-quarter percent (3.25%) over the 2027 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

³ Effective upon implementation of the countywide FLSA update at the County’s discretion upon 30-days notice to CSEA.

Employees who have retired between January 1, 2025, 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, 2025, and the date of final Union ratification. Retroactive payments shall be used to reduce any amounts owed to the County by an Employee that are subject to recoupment without regard to the provisions of Article IV, Section 9. Payments will be made as soon as practicable after ratification by both parties and final execution of this Agreement by the County Executive.

SECTION 3. SHIFT COMPENSATION

A work day will be broken into three shift periods and Employees working other than the daytime (first) shift shall receive additional compensation as noted below for time actually worked, per Article VI, Section 6.

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

SECTION 4. EMERGENCY CALL-BACK PAY

An Employee called to come to work and who actually arrives at his worksite 4 or more hours before his regular work shift, shall be guaranteed a minimum of 3 hours pay plus actual travel time to and from work for all travel within Dutchess County. Travel time outside Dutchess County shall not be compensated. As much of the 3 hours as the Employee is required to work shall be considered overtime hours and shall be compensated at time and one half; the remainder, if any, of the guaranteed 3 hours and travel time shall be considered straight time and compensated as such. Time worked during the call-back will be credited toward an Employee's total working hours for the purposes of determining if overtime compensation under the FLSA is payable in the workweek in which the call-back occurs, however, the premium rate will not be used in the rate calculation toward the overtime hours in the work week in accordance with 29 USC Section 207(e). Unworked time shall be paid on a first shift basis. The following standards shall apply to emergency call-back situations:

If either of the following items are met Emergency Call-Back will be granted:

- (a) 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.
- (b) When an Employee is mandated to perform work 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 mandated worktime and the Employee receives less than twelve (12) hours' notice.

If either of the following items are met Emergency Call-Back will not be granted:

- (c) 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 work and shall be compensated at regular rates or overtime (if over forty (40) hours) rates and included in hours worked for the calculation of FLSA and not treated as emergency call-back.
- (d) When an Employee volunteers, is ordered or requested to remain at work and work beyond his regular shift, this shall be construed as continuous worktime and shall be compensated at regular or overtime (if over forty (40) hours) rates and included in hours worked for the calculation of FLSA.
- (e) Notwithstanding anything to the contrary set forth herein, if an Employee works from a vehicle as part of his job duties, that time shall be considered as time worked and compensated at time and one-half. He shall not, however, receive any additional travel time payments.

SECTION 5. INCREMENTS

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

SECTION 6. ANNUAL PERFORMANCE APPRAISAL

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

SECTION 7. LONGEVITY PAYMENT

- (a) Longevity payments after 10, 15, 20, 25, 30 and 35 years of service shall be paid as set forth on Appendix "C.2" to qualifying Employees if awarded pursuant to the annual performance appraisal provided in Section "6" above. Employees will receive their longevities effective their adjusted longevity date. Upon full ratification, the County will adjust the longevity and years of service, for the purpose of longevity, of all employees who previously separated from service but

returned to County service prior to full ratification. Effective upon full ratification, years of service shall mean continuous employment and prior service if separated for less than one year.

- (b) If a longevity payment is denied, the Employee's performance will be reviewed within each subsequent six (6) months to determine if the longevity shall be implemented at that time.
- (c) For purposes of this provision, an employee who is off payroll or separated from County service pursuant to Civil Service Law Section 71 or 72 and later reinstated under those sections shall not be considered to have a break in service, however, such time off payroll shall be adjusted in accordance with their adjusted longevity date. An employee separated from County service pursuant to Civil Service Law Section 71 or 72 who returns to County service other than by reinstatement shall be deemed to have a break in service if separated for greater than one year.

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 will commence at 12:00 a.m. Saturday and ends on 11:59 p.m. seven (7) days later.
- (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 Department of Finance and the employee 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 Finance shall notify each employee and the Union in writing of the amount and reason for the overpayment and the payment or recoupment schedule to be followed. Deductions shall be made at a set rate per payroll according to the

chart below, until the recoupment is satisfied. Payroll deductions will commence on the second payday following the date of notification.

Amount Owed	Payment Amount (per pay period)
\$1 - \$1,500.00	\$75.00
\$1,500.01 - \$2,500.00	\$100.00
\$2,500.01 or more	\$125.00

- (c) 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(s).
- (d) If a recoupment schedule as noted above per payroll represents an undue hardship to an employee, the employee may request to the Department of Finance that a lesser recoupment be taken. The decision of the Department of Finance on the request shall be final. In addition, notwithstanding anything to the contrary, an Employee may request a repayment amount in excess of the amounts listed above per payroll.
- (e) The limitations set within this section shall only apply to pay for standard work hours and shall *not* apply to pay for non-standard work hours including overtime and settlement retro-checks.

SECTION 10. EMERGENCY CLOSURE

- (a) **Applicability**
This section shall only apply when the County Executive issues a Local Emergency Order closing all County offices and facilities under his authority under the law or the President of Dutchess Community College issues an emergency closure of the College respectively.
- (b) **Definitions**
The definitions below pertain only to these sections outlined below regarding the closure of County offices and facilities and shall not be used to interpret other sections.
“REQUIRED TO WORK”
“Required to work” means any employee that the County deems is necessary to work during a closure of County offices and facilities, either from home or in the facility, with prior authorization from the Department Head. The closure of County offices and facilities must be by the County Executive’s Local Emergency Order and the time compensated pursuant to this section will only be during the hours that the County offices and facilities are closed pursuant to said order, not the duration of the State of Emergency.
- (c) **Required to Work**
Based upon the needs of each closure, the County will determine which bargaining unit members are required to work. Bargaining unit members who are required to work when the County closes offices and facilities due to an Emergency Order,

shall be compensated at their regular rate of pay for all hours worked during the closure of County offices and facilities.

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

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

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

(d) Not Required to Work

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

(e) Early Dismissal

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

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

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

(f) Delayed Opening

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

Employees are not permitted to take their lunch break and then come to work. Any employee that does not report to work at the scheduled opening time shall be required to use benefit time from the time County offices and facilities opened until

they arrive at work. Break or meal periods shall be at the discretion of the supervisor.

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

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

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

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

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

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

(h) **Not Applicable to Overtime Hours**

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

ARTICLE VI

OVERTIME

SECTION 1. STRAIGHT TIME, COMPENSATORY TIME, AND OVERTIME

The regular rate of pay for purposes of overtime payment shall include all remuneration for employment paid to, or on behalf of, the employee except remuneration which is excluded from the regular rate calculation as set forth in 29 USC § 207 (e). The regular rate of pay is determined by dividing total earnings (except for statutory exclusions) in the workweek by the total number of hours worked in the workweek. Once the FLSA regular rate is calculated the Employee will be compensated for hours worked in excess of forty (40) hours in the workweek by taking the Employee’s regular rate and multiplying it by 0.5 and then multiplying the number of hours worked in excess of forty (40) hours. For example, if an Employee works eight (8) hours in excess of the forty (40) hour work week, \$20/hr. regular rate x 0.5 x 8 hours = \$80.00. There will be a new item on the paystubs “FLSA OT”.

Any election made between compensatory time and pay shall apply for all hours in excess of the Employee's schedule on a workweek basis.

- (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 on a workweek basis, taking into consideration the Employee's needs.
- (b) Office personnel who work over 40 hours per week shall be compensated in accordance with any applicable provisions of the Fair Labor Standards Act or receive compensatory time off on a workweek basis. 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 forty (40) hours per week. Overtime shall be compensated in accordance with any applicable provisions of the Fair Labor Standards Act and shall be granted in pay or compensatory time off on a workweek basis, 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. For work in excess of the forty (40) hour workweek requiring overtime payment based upon the Employee's regular rate of pay, the regular rate of pay for payment of overtime (work in excess of forty (40) hours in the workweek) shall be in accordance with the FLSA as outlined above.

SECTION 4. HOLIDAY WORK

- (a) An Employee who is required to work on a holiday shall
 - (i) Be compensated a minimum of the premium rate of time and one half the hours worked.
 - a. If this work occurs prior to reaching 40 hours worked in the week, the base rate must be taken as pay, however the one-half premium amount may be taken as pay or compensatory time, in the discretion of the Unit Head, taking into consideration the Employee's needs.
 - b. If this work occurs after reaching 40 hours worked in a week, the entire premium compensation of one and one half may be taken as pay or compensatory time, in the discretion of the Unit Head, taking into account the Employee's needs; and
 - (ii) In accordance with (i)(a) and (i)(b), as a form of recognizing an alternate Holiday and at the discretion of the Unit Head, taking into consideration the Employee's needs, if the time worked overlaps or encompasses the Employee's normal work shift for the day, the Employee may either be paid his normal day's pay for the holiday time or however much time worked that overlaps the normal shift for the day, may be recognized as compensatory time.
 - (iii) Time worked during the holiday will be credited toward an Employee's total working hours for the purposes of determining if overtime compensation under the FLSA is payable in the work week in which the holiday occurs, however, the premium rate will not be used in the regular rate calculation for the overtime hours in the work week, in accordance with 29 USC Section 207 (e) or other applicable provisions of the Fair Labor Standards Act.
- (b) If the alternate holiday is granted as compensatory time, it may be retained and utilized according to the provisions of Article VI, Section 1.
- (c) An employee compensated under this provision shall not be eligible for Emergency Call Back.
- (d) This provision applies to Employees not covered by Appendix F. Employees covered under Appendix F shall continue to receive the benefits provided therein.

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 and for purposes of calculating the regular rate of pay under FLSA, an un-worked holiday, approved paid leave, or unworked compensatory time in an Employee's normal work week shall be considered as time worked.

SECTION 7. 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. Each Unit, at the discretion of the Department Head, may establish a volunteer overtime call list, which Employees may opt out of. Employees on this list shall be called first regarding any overtime. After the overtime list is exhausted and there is still a need for employees to complete the work, the employees who had opted out will be called prior to any mandatory overtime.

SECTION 8. 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.