

AGREEMENT

By and Between

the

**COUNTY OF DUTCHESS**

**and**

**DUTCHESS STAFF ASSOCIATION,**  
NYSUT, AFT, NEA, AFL-CIO

*July 1, 2016– December 31, 2019*

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THIS AGREEMENT, made this 11<sup>th</sup> day of October, 2016 and retroactive to July 1, 2016, 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 DUTCHESS STAFF ASSOCIATION (hereinafter referred to as the "Association").

W I T N E S S E T H :

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

**ARTICLE I**  
**Definitions**

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

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

"County" means the County of Dutchess.

"County Executive" means the chief executive officer of the County, as that office is defined and established in Article III of the Dutchess County Charter, or their designee (s).

"Employee(s)" means a member of the bargaining unit 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" or "Association" or "DSA" or "Bargaining Unit" means the Dutchess Staff Association, Inc. ("DSA").

"Unit" or "Department" means the Department of Law or Public Defender's Office.

"Unit Head" or "Department Head" means the County Attorney or Public Defender, or their designees.

"Human Resources" will mean the Commissioner of Human Resources or designee.

"Adjusted Benefit Date" means the date on which an Employee is hired, adjusted by adding any period of more than five (5) consecutive days during which the Employee does not appear on the payroll. This date affects accrual of leave time and payment of health insurance premiums.

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

## **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 II Section 2 for the purpose of collective bargaining and grievances for the maximum period stipulated by the Public Employees Fair Employment Law.

### **Section 2. 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 title listed in Appendix “A” annexed hereto and made a part of this Agreement and as modified pursuant to Section 2 of this Article. Although the title of Arraignment Attorney is a title represented by the Union as its sole and exclusive negotiating representative, the terms and conditions of employment for Arraignment Attorneys shall be set forth in Appendix C of this Agreement. To the extent terms and conditions of employment for Arraignment Attorneys are not mentioned in Appendix C of this Agreement, the Agreement provides the benefit. To the extent the terms of Appendix C conflicts with this Agreement with regard to arraignment Attorneys, Appendix C shall supersede the Agreement.

## **ARTICLE III 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 procedures and policies herein described, to the extent they are applicable, in the exercise of the authority conferred upon them by law.

**ARTICLE IV**  
**Employee and Association Rights and Responsibilities**

**Section 1. General**

- (a) Employees shall have the right to form, join and participate in or refrain from forming, joining or participating in the Association free from interference, coercion, restraint, discrimination or reprisal.
- (b) The Association has the right and responsibility to represent all employees in the negotiating unit on any matter concerning the terms and conditions of employment within the limits of this Agreement.
- (c) 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.

**Section 2. Union Release Time**

- (a) Representatives designated by the Union shall be allowed up to ten (10) days cumulative of "union release time" with pay and without charge to accumulated leave time for the purpose of attending to union business. This "union release time" shall not include negotiations, arbitrations or PERB proceedings.
- (b) The Union shall notify the Department Head and the Commissioner of Human Resources in writing at least two weeks prior to the need for time. The notice shall include the date, time, place and purpose of the need for time and shall identify the individual representatives for whom time off is requested.
- (c) 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.

**Section 3. Union Records / Meeting Space**

The County agrees to provide DSA with a locking file cabinet for maintenance of Union records. This file cabinet will be located at the discretion of the DSA.

Upon approval, the Union will be able to use conference rooms for conducting Union business.

**Section 4. 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.

**Section 5. 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 V Compensation**

### **Section 1. Salary Increases:**

Upon ratification by both parties, bargaining unit members on the payroll as of July 1, 2016 and at the signing of the MOA will have their salaries adjusted in the following manner. Salary increases for 2014 and 2015 will be compounded to calculate the new base salary of each bargaining unit member.

**For 2014:** 2% added to salaries of bargaining unit members with no retroactive payout.

**For 2015:** 2% added to salaries of bargaining unit members with no retroactive payout.

**Effective July 1, 2016:** 2% salary increase plus an additional "equity adjustment" of 2.5%.

**Effective January 1, 2017:** 2% salary increase plus merit award included in the Dutchess County Performance Management System.

**Effective January 1, 2018:** 2% salary increase plus merit award included in the Dutchess County Performance Management System.

**Effective January 1, 2019:** 2% salary increase plus merit award included in the Dutchess County Performance Management System.

See **Appendix B** for Salary Schedule for all bargaining unit members except Arraignment Attorneys. See **Appendix C** for compensation for Arraignment Attorneys.

### **Section 2. Salaries**

Retroactive salary payments shall be payable only retroactive to July 1, 2016 and shall be payable to those bargaining unit members on the payroll as of the date of the MOA signing.

### **Section 3. Dutchess County Performance Management System**

The parties recognize that the County has implemented the Dutchess County Performance Management System. One component of this system is a process for performance appraisal.

### **Section 4. Longevity Calculation**

(a) Longevity is an increase of 3% to a bargaining unit member's base annual salary.

(b) A longevity will be awarded on the bargaining unit member's adjusted longevity date for the following years served in the county on a full-time basis: at and after 10, 15, 20, 25 and 30 years of service.

## Section 5. Other Payments

### (a) Reimbursements

- i. **Mileage:** The mileage allowance, in lieu of actual and necessary expenses excluding tolls, meals, and lodging, if any, whenever use of personal motor vehicles on County business is authorized by the Employer, shall be indexed to the IRS code mileage provision. To be reimbursed for tolls, a receipt or statement must be provided.
- ii. **Meals:** The County shall reimburse members for meals as follows:
  1. **In County:** When working in Dutchess County for a Night Court Assignment or a County Legislative Committee meeting or a Legislative Board Meeting which ends after 7:00pm, dinner will be reimbursed up to \$10.00 with a receipt.
  2. **Out of the County:**

**Breakfast:** If traveling out of the County and leaving prior to 7:00am, a unit member shall be entitled to breakfast which will be reimbursed up to \$7.50 with a receipt.

**Lunch:** If traveling out of County on County business between 11:00am – 2:00pm, a unit member will be entitled to up to \$10.00 with a receipt.

**Dinner:** If out of the county after 7:00pm for County business, a unit member will be entitled to up to \$20.00 with a receipt.
- iii. **Notary Licenses:** The County shall reimburse or pay for unit members for fees required to maintain notary licenses.
- iv. **CLEs/Qualified Courses or Seminars:**

Bargaining unit members shall be eligible to receive full reimbursement of approved qualifying continuing education charges or course fees and approved related expenses, provided that the continuing education is eligible to be used for maintenance of the employee's license.

An employee must request approval to his/her Department Head at least three (3) weeks in advance (when reasonable) of the commencement of the course.

The County retains the ultimate right to determine whether or not specific courses meet eligibility requirements and are within the County's budget.

## Section 6. Parking

All bargaining unit members will be provided with free parking within reasonable proximity to the worksite. Those with parking badges as of 7/1/16 will be allowed to keep them. Prior to any change in parking policies (such as location, number of badges), the County will provide reasonable notice to the Union and shall meet and discuss.

### **Section 7. Recoupment**

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

## **ARTICLE VI Workday And Work Week**

### **Section 1. Basic Work Week and Basic Work Period**

The basic work week for such employees shall comprise thirty five (35) hours, provided, however, that while no employee shall be eligible to receive overtime compensation, each Unit Head is has the discretion to adjust the daily work schedule of an employee to take into account work performed outside of Office Hours.

### **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. Record of Attendance**

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

**ARTICLE VII**  
**Holidays, Vacations, Leaves**

**Section 1. Holidays**

- (a) Bargaining unit employees will be awarded a day off with pay for a holiday. Dutchess County officially recognizes twelve (12) holidays that authorize offices to be closed. As of January 1, 2017, the holidays are: New Year's Day, Martin Luther King Day, Lincoln's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day and Christmas Day.
- (b) Holidays will be observed on an eligible employee's normal work day or if it falls on a Saturday will be observed the preceding Friday. Holidays that fall on a Sunday will be observed the succeeding Monday.
- (c) If additional days become official holidays with closed county office hours, these additional days will be deemed holidays under this benefit.
- (d) The County may unilaterally determine to remain open for the transaction of business on Lincoln's Birthday, provided it grants each unit member one (1) additional vacation day.
- (e) An Employee who is required to work on a holiday shall be paid at his or her normal rate of pay. Department Heads shall have the discretion to adjust the daily work schedule of an employee to take into account work performed on a Holiday.

**Section 2. Vacations**

- (a) New Hires:
  - i. Bargaining unit members hired between January 1 and June 30 shall be allotted 2 weeks of vacation, accruing on their date of hire.
  - ii. Bargaining unit members hired between July 1 and December 31 shall receive no vacation days until the following year.
- (b) Current Employees:
  - i. Bargaining unit members shall be awarded 4 weeks of vacation per year on January 1. Unused vacation may be carried over to subsequent years.
  - ii. Commencing on January 1<sup>st</sup> following their 5<sup>th</sup> completed year with the County, Bargaining unit members shall be awarded 5 weeks of vacation per year on January 1. Unused vacation may be carried over to subsequent years.
- (c) Unit heads, in their discretion, will approve vacation time taking into consideration the following factors: (i) Request of the Employee; (ii) Needs of the Unit and (iii) Seniority.
- (d) Upon separation, retirement from the County or death while employed by the County, bargaining unit members will be paid the monetary value of accumulated unused vacation up to 45 days.

In the year of separation of service, the payout is as follows:

- Separating between 1/1 – 3/31: 25% of that year's vacation accrual plus previously banked time, up to a max of 45 days.
- Separating between 4/1 – 6/30: 50% of that year's vacation accrual plus previously banked time, up to a max of 45 days.
- Separating between 7/1 – 12/31: 100% of that year's vacation accrual plus previously banked time, up to a max of 45 days.

(e) Vacation leave may be used in one (1) hour or half (1/2) day or whole day increments.

### **Section 3. Sick Leave**

(a) Bargaining unit members shall be granted up to six (6) months at full pay for long term or catastrophic illness or disability, or injury covered pursuant to Workers' Compensation. Appropriate documentation from the attending physician shall be made available upon request.

(b) Sick leave may be used, with reasonable discretion and with Department Head approval, for personal or family illness. Family shall be defined as means an Employee's spouse , dependent children, and parent.

(c) Accruals of sick leave accumulated prior to becoming a unit member will be retained for the purpose of applying towards 41(j) upon retirement. Employees with balances in excess of six months may utilize the excess accruals should a long term illness occur. Once the excess accruals have been used, the employee will be placed on long-term disability.

(d) A bargaining unit member will notify the Department's designee of their intent to take sick leave consistent with the Department's policy prior to the start of the work day. Personal illness and/or disability in excess of five (5) consecutive work days may require justification to the Department head/and/or the County Executive. Sick leave in excess of 10 days/year may also require justification to the Department Head and/or the County Executive.

(e) Sick leave may be used in one (1) hour or half (1/2) day or whole day increments.

### **Section 4. Personal Leave**

(a) The purpose of personal leave is to permit Employees to attend to personal affairs that cannot be accommodated during non-working hours. This provision will sunset at the end of the contract term: December 31, 2019.

(b) Effective January 1, 2016 each Employee shall be entitled to three (3) personal leave days during each year of the contract. There shall be no carry-over of personal days from year to year. Employees who have, as of January 1, 2016, already used three (3) or more personal leave days will not be penalized, but under no circumstance does this Collective Bargaining Agreement confer more than three (3) total personal leave days to be used during the 2016 year.

- (c) Personal leave may be taken in minimum units of one hour.
- (d) 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.
- (e) For new or reinstated Employees, personal leave days shall be earned on the date of employment on a pro-rated basis from the date of employment through December 31st of that year.
- (f) When an Employee moves between departments in the bargaining unit, his accumulated personal leave credits shall be transferred with him.

#### **Section 5. 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 6. 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.

#### **Section 7. 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 by the County, as a condition precedent to the Employee's return to work. Should the examination not occur within 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 or longevity dates as set forth in Article I hereof.

**Section 8. Leaves of Absence Without Pay**

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

**Section 9. Child Care Leave**

Upon the birth or adoption of a child, bargaining unit members shall be entitled to job-protected leave in accordance with the Family Medical Leave Act of 1993, as it may be amended from time to time. Bargaining unit members who are eligible for FMLA leave and elect such leave upon the birth or adoption of a child shall be required to exhaust available benefit time during the period of such leave. Additionally, upon the birth or adoption of a child, or upon the expiration of any exercised FMLA leave taken upon the birth or adoption of a child, Department Heads shall have the discretion to approve a consecutive, unpaid leave of up to three (3) months. When both parents are bargaining unit members, the leave may be split into two (2) separate non-concurrent blocks.

**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**

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

**ARTICLE VIII  
Health Insurance; Dental; Optical; Retirement And  
Disability Insurance Plans**

**Section 1. Health Insurance**

- (a) Bargaining unit employees shall be eligible for health insurance according to section (b). Coverage may be either on an individual or family basis, upon the election of the employee. Employees may choose from any of the available County plans.

- (b) Effective and retroactive to July 1, 2016, bargaining unit members hired before January 1, 2011 shall contribute 7.5% of the total annual insurance premium each year. Bargaining unit members hired after January 1, 2011 shall contribute 15% of the total annual insurance premium each year. Health insurance contributions shall be made pre-tax, unless the employee opts out in writing. Employees shall make their contribution of the total annual insurance premium in 24 equal payroll deductions to be taken in the first two paychecks actually paid (issued) in any calendar month.
- (c) Coverage begins the first of the month following the date of employment. In order for coverage to be effective, the employee must complete their application within 30 days of their date of hire. Coverage ceases at the end of the calendar month of separation. Coverage shall be maintained while an employee is receiving payments pursuant to Workers' Compensation or Disability Insurance, as provided through the County
- (d) Plan eligibility and enrollment deadlines are subject to carrier and legal requirements.
- (e) The County, may, 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.
- (f) The County reserves the right to review health 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 thereof and shall seek mutual acceptance with the Union for the purpose of reducing the cost of such double coverage.

**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 Years*	County Share of Coverage	
	Individual	Dependent/Spouse
10-14 years	50%	35%
15-19 years	60%	45%
20-24 years	70%	55%
25 & over	80%	65%

\*This number represents the retiree's years of service to the County in full time years. Part time employment will be pro-rated to reflect actual service.

- (b) Surviving spouses receiving health insurance coverage through a retired Employee as

described above shall have the option to continue either individual or dependent health insurance coverage with the County on a contributory basis. The County will pay 50% towards the cost of individual coverage. The surviving spouse shall pay the balance of the individual coverage premium cost. In the event the surviving spouse elects dependent coverage, the surviving spouse shall be responsible for the total cost of dependent coverage.

### **Section 3. Dental Plan**

- (a) Employees shall receive fully paid dental insurance under the Guardian Plan or one substantially equivalent. Coverage may be either on an individual or a family basis, upon the election of the employee.
- (b) 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.
- (c) Coverage becomes effective the first of the month following employment. In order for coverage to be effective, the employee must complete their application within 30 days of their date of hire. Coverage ceases at the end of the calendar month following the date of separation. Coverage shall be maintained while an employee is receiving payments pursuant to Workers' Compensation or Disability Insurance, as provided through the County.
- (d) Plan eligibility and enrollment deadlines are subject to carrier and legal requirements.
- (e) The County, may, 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 dental plan or thereafter, change to a dental insurance carrier, or change dental insurance carriers provided the benefits including the deductibles and co-pays remain substantially equivalent.

### **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 Platinum Plan" or a plan substantially equivalent.
- (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) Coverage becomes effective the first of the month following employment. In order for coverage to be effective, the employee must complete their application within 30 days of their date of hire. Coverage ceases at the end of the calendar month following the date of separation. Coverage shall be maintained while an employee is receiving payments pursuant to Workers' Compensation or Disability Insurance, as provided through the County.
- (d) Plan eligibility and enrollment deadlines are subject to carrier and legal requirements.
- (e) The County, may, upon sixty (60) days written note to the Union of its intention to do so, self insure, in whole or in part, any or all of the above-referenced optical insurance plans or thereafter, change to a optical insurance carrier, or change optical insurance carriers provided the benefits including the deductibles and co-pays remain substantially equivalent.

#### **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. 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.

#### **Section 6. 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, deemed eligible under (a) above, may exercise the health insurance buyout by submitting an application to the County at the time of termination of coverage, along with proof of alternative non-County health insurance coverage. No award shall be made in the year in which application is made (i.e., coverage is dropped in June of 2015, the buyout will be applicable in the calendar year 2016). The application shall be as prescribed by the County.
- (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 1<sup>st</sup> and December 15<sup>th</sup> of each year for the current year. If an Employee leaves County employment before December 15<sup>th</sup>, he shall receive a buyout payment pro-rated 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 pro-rated on a monthly basis for the current year. Retirees are not eligible for the buyout. As is present practice, an Employee must have been enrolled in a County health insurance plan on the date of retirement to be eligible for Retiree Health insurance- Article VIII, Section 2.

## **ARTICLE IX**

### **Right to Union Representation**

A bargaining unit member shall be entitled to request union representation when they are the potential subject of discipline and in accordance with the provisions of the Taylor Law.

## **ARTICLE X**

### **Miscellaneous**

#### **Section 1. 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.
- 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 2. Deferred Compensation**

A plan for Employee participation in a deferred compensation program has been established by the County in accordance with, and subject to all necessary procedures and approvals required by federal and state agencies. The plan shall be administered by the Finance Department according to the rules and regulations prescribed by the State of New York.

### **Section 3. 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 4. Flex Plans**

- (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 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 spate spending accounts to fund allowable expenses.
- (d) Plan eligibility and enrollment deadlines are subject to carrier and legal requirements.

### **Section 5: Appointments, Promotions, Demotions, Re-Allocation, Reinstatement**

- 1. New hires to the County – Salary appointments can be made in 1<sup>st</sup> quartile of the salary grade range with Department head approval, in 2<sup>nd</sup> quartile with approval of the Executive Office, and appointment beyond mid-point will require approval by the Legislature.
- 2. **Promotions:**
  - (a) If appraisal prior to promotion reflects 3 Effective performance, appointment will be made at minimum or new grade or employee will receive a 5% increase, whichever is higher, or

- (b) If appraisal prior to promotion reflects 4 Highly Effective or 5 Outstanding Employee performance, appointment will be made at minimum of new grade or employee will receive a 6-10% increase, whichever is higher. Selection of percentage shall be at Department Head discretion based on employee's abilities and qualifications.
  - (c) If the promotion formula, when added to employee's current salary, brings the salary above mid-point in the scale, the salary must be approved by the County Executive.
  - (d) With the approval of the Department Head, promotional salaries may be established within the first quartile, up to the midpoint with Executive Office approval.
3. **Demotion:** is a change in the title to a lower designated salary grade.
- (a) To a position in DSA previously held, or to which the employee is eligible for reinstatement, the new salary will be the higher of:
    - i. The salary last held, adjusted for any COLA awarded which affected the salary schedule, or
    - ii. The same relative position in the salary scale.
  - (b) To a position in DSA not previously held by the employee the new salary will be the same relative position in the new salary scale.
4. **Re-Allocation:** is a change in assigned salary grade for a position.
- (a) For a downward re-allocation of salary grade, employees will be placed in the same relative position in the new scale as their placement in the previous/current. For example, if salary is midpoint of grade AG and was reallocated to AE, the salary would be mid-point AE.
  - (b) For an upward re-allocation of salary grade, employees will have their salary adjusted by the parameters of the promotion formula above.
5. **Reinstatement:** The salary for a reinstated employee will be the employee's previous salary or subject to the approval ranges for a new hire as described in 1 above.

## ARTICLE XI Labor Management Committee

The parties agree to establish a labor management committee to discuss ongoing labor relations issues. The Committee shall consist of three (3) members appointed by the Union, and three (3) members appointed by the County.

The Committee shall meet on an "as needed" basis at the request of either party. Either party shall have the right to convene the Committee no more than one time per month, except upon consent of the other party.

A written agenda shall be prepared by and provided to the other party no later than three (3) business days prior to the meeting.

**ARTICLE XII**  
**Collection of Dues**

1. Membership Dues - Upon the written authorization of the employee concerned and unless the employee subsequently revokes such written authorization, the Employer shall deduct membership dues from the employees' bi-weekly pay in the amounts certified to by the Association. The amounts so deducted shall be forwarded to the Association at regular intervals. The Union will provide an updated dues schedule to Human Resources each year.
2. Agency Shop - The Employer agrees, in accordance with Section 208.3 (b) of the Public Employees' Fair Employment Act, to deduct from the salary of an employee who is not a member of the Association, but who is represented by the Association for the purpose of collective negotiation, an Agency Shop Fee in an amount equivalent to the amount of dues payable by a member of the Association, provided that the Association establish and maintain a procedure providing for the refund to any employee demanding the return of any part of such Agency Shop Fee in accordance with applicable law.
1. Deductions – The County agrees to make payroll deductions for Union sponsored programs and other deductions as may be authorized by the employee and which the County is reasonably capable of making.
2. Hold Harmless: The County shall not be liable to any employee for any deduction made pursuant to this Section. The Union agrees to save and hold the County harmless, including legal fees and other reasonable and necessary expenses, against all claim whatsoever arising out of the deductions and transmittal of Agency Fees, regardless of the forum.

**ARTICLE XIII**  
**Grievance Procedure**

**Section 1. Definitions**

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

- (a) "Grievant" shall mean an Employee or the Union 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, except that decisions regarding reclassification or reallocation shall not be subject to the grievance procedure.
- (c) "Immediate Supervisor" shall mean the Employee or Officer who the grievant reports to.
- (d) "Department Head" shall mean either the County Attorney or Public Defender as the case may be.
- (e) "Decision" shall mean the recommendation or ruling on, or disposition of a grievance made by the immediate supervisor, Department Head or the County Executive.

(f) "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.

(g) "In writing" or "filing" may include e-mailing.

### **Section 2. Stage 1**

(a) The grievant must present his/her grievance at Stage 1, in writing, to his immediate supervisor, within 20 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 20 working days prior to the commencement of the grievance. Within 10 days after presentation of the grievance, the immediate supervisor shall render his/her decision in writing to the grievant or representative. The parties shall meet within ten (10) days of the filing of the grievance. If the grievance is not resolved at the meeting, the immediate supervisor shall render a decision 10 days after the meeting.

(b) The grievance shall consist of a written statement signed by the grievant containing the name of the grievant(s), the specific article of this agreement alleged to be violated and a concise statement of the nature of the grievance, the facts related to it, including, without limitation, the date that it arose. A copy of the grievance shall be filed by the Grievant with the designee of the Department of Human Resources.

### **Section 3. Stage 2**

If the grievant is not satisfied with the determination of the immediate supervisor, the grievant may, within five (5) days thereafter, appeal the determination to the Department Head (if applicable). Within 10 days after the presentation of the grievance, the Department Head shall make a determination in writing to the grievant and the grievant's representative.

### **Section 4: Stage 3**

(a) The grievant may appeal the determination of the Department Head within 10 days after such determination. The appeal shall be taken by submitting to the County Executive or designee, with a copy to the designee of the Department of Human Resources a written statement signed by the Association.

(b) The County Executive may request the Department Head to submit within 10 days a written statement of facts, and the original or a true copy of any other record or document used by the Department Head in making his/her decision.

(c) The County Executive or designee shall hold a hearing within 10 days after receiving the written request for review. He shall give at least 5 day's notice in writing of the time and place of such hearing to the grievant, **and** the Grievant's representative, if any, the Department Head, and the Commissioner of Human Resources, 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 10 days, or by mutual consent of the parties.

- (e) The County Executive shall not be bound by the formal rules of evidence.
- (f) The County Executive shall make his report in writing within 10 days after the close of the hearing. He shall immediately file his report and send a copy of the same to the Association, the Commissioner of Human Resources, and the Department Head or the grieving's representative, if any. The report shall include a statement of the County Executive's finding of fact, conclusions and determination.

**Section 5. Stage 4**

- (a) If the Association is dissatisfied with the decision of the County Executive, the Association may within 20 working days after receiving the determination, refer the grievance to arbitration by filing a written demand for arbitration with the Commissioner of Human Resources and the County Attorney. Arbitration under this section shall be referred to one of the arbitrators, who shall serve in rotation in the order named according to the procedure below:

Dennis Campagna  
Sheila Cole  
Howard Edelman  
Monte Klein

- (b) When a demand for arbitration has been filed with the County, representatives of the parties shall contact the next arbitrator scheduled to serve in order to arrange a hearing date. The parties have the option of contacting the next arbitrator in the event the selected arbitrator cannot provide a date within 60 calendar days.

**Section 6. The Arbitration Process**

(a) The arbitrator's decision will be in writing and will set forth his/her findings, reasoning and conclusions on the issue submitted. The arbitration award must be rendered within 30 calendar days after the close of the hearing unless otherwise mutually agreed to by the parties. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The arbitrator shall have no power to alter, add to or detract from the provisions of this Agreement, the decision of the arbitrator shall be final and binding upon both parties.

(b) The cost for the services of the arbitrator shall be borne equally between the County and the Association. Any other expenses, including, but not limited to the presentation of witnesses, shall be paid by the party incurring the same.

**Section 7. Waivers and Extensions of Time for Discussion and Hearings**

The time limitations for presentation and resolution of grievances as provided herein may be waived or extended by mutual agreement, in writing, of the parties involved.

**ARTICLE XIV**  
**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 XV**  
**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 by reason of age, sex, race, creed, color, national origin, disability, marital status or arrest records.

**ARTICLE XVI**  
**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 XVII**  
**Scope**

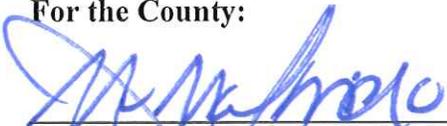
The parties acknowledge that during the negotiations which preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter, and that the understandings and agreements arrived at by the parties after the exercise of that right and 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, 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 XVIII**  
**Duration**

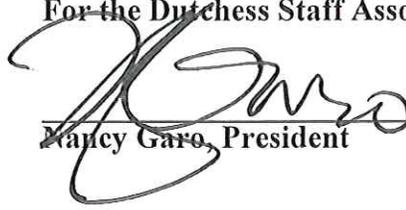
Except as otherwise provided herein, this Agreement shall be July 1, 2016 through December 31, 2019.

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

**For the County:**

  
\_\_\_\_\_  
Marcus J. Molinaro  
County Executive

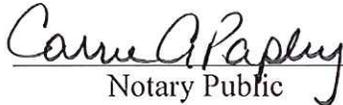
**For the Dutchess Staff Association:**

  
\_\_\_\_\_  
Nancy Garo, President

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

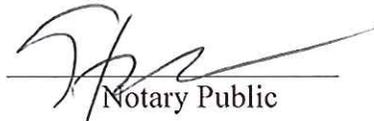
On this 24<sup>th</sup> day of October, 2016, before me, the undersigned, personally appeared MARCUS J. MOLINARO, County Executive, County of Dutchess, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

**CARRIE A. RAPLEY**  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01RA6222924  
Qualified in Dutchess County  
My Commission Expires June 01, 2018

  
\_\_\_\_\_  
Notary Public

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

On this 20<sup>th</sup> day of October, 2016, before me, the undersigned, personally appeared NANCY GARO, President, Dutchess Staff Association, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public

**SHERRI CORCORAN, NOTARY PUBLIC**  
State of New York  
No. 01C05059563, Dutchess County  
Commission Expires April 29, 2018

**Appendix A**

**JOB TITLES**

<b><u>GRADE:</u></b>	<b><u>TITLE:</u></b>
AD	Arrestment Attorney – Public Defender’s Office
AE	Assistant County Attorney
AE	Assistant County Attorney—Dept of Community and Family Services
AE	Assistant Public Defender
AG	Senior Assistant County Attorney
AG	Senior Assistant County Attorney—Dept of Community and Family Services
AG	Senior Assistant Public Defender

## Appendix B Salary Ranges

### Dutchess Staff Association - 2011 Salary Schedule

Grade	First Quartile		Second Quartile		Third Quartile		Fourth Quartile	
	Min	Max	Min	Max	Min	Max	Min	Max
AD	53,870	59,981	59,981	66,091	66,091	72,203	72,203	78,313
AE	59,805	66,590	66,590	73,375	73,375	80,161	80,161	86,947
AG	73,918	82,280	82,280	90,641	90,641	99,003	99,003	107,366

### Dutchess Staff Association - 2012 Salary Schedule

Increase: 0.00%

Grade	First Quartile		Second Quartile		Third Quartile		Fourth Quartile	
	Min	Max	Min	Max	Min	Max	Min	Max
AD	53,870	59,981	59,981	66,091	66,091	72,203	72,203	78,313
AE	59,805	66,590	66,590	73,375	73,375	80,161	80,161	86,947
AG	73,918	82,280	82,280	90,641	90,641	99,003	99,003	107,366

### Dutchess Staff Association - 2013 Salary Schedule

Increase: 0.00%

Grade	First Quartile		Second Quartile		Third Quartile		Fourth Quartile	
	Min	Max	Min	Max	Min	Max	Min	Max
AD	53,870	59,981	59,981	66,091	66,091	72,203	72,203	78,313
AE	59,805	66,590	66,590	73,375	73,375	80,161	80,161	86,947
AG	73,918	82,280	82,280	90,641	90,641	99,003	99,003	107,366

### Dutchess Staff Association - 2014 Salary Schedule

Increase: 2.00%

Grade	First Quartile		Second Quartile		Third Quartile		Fourth Quartile	
	Min	Max	Min	Max	Min	Max	Min	Max
AD	54,947	61,181	61,181	67,413	67,413	73,647	73,647	79,879
AE	61,002	67,922	67,922	74,843	74,843	81,764	81,764	88,685
AG	75,396	83,925	83,925	92,454	92,454	100,983	100,983	109,513

**Dutchess Staff Association - 2015 Salary Schedule**

**Increase: 2.00%**

Grade	First Quartile		Second Quartile		Third Quartile		Fourth Quartile	
	Min	Max	Min	Max	Min	Max	Min	Max
AD	56,046	62,404	62,404	68,761	68,761	75,120	75,120	81,477
AE	62,222	69,280	69,280	76,340	76,340	83,399	83,399	90,459
AG	76,904	85,604	85,604	94,303	94,303	103,003	103,003	111,703

**Dutchess Staff Association - 2016 Salary Schedule**

**Increase: 2.00%**

Effective 7/1/2016

Grade	First Quartile		Second Quartile		Third Quartile		Fourth Quartile	
	Min	Max	Min	Max	Min	Max	Min	Max
AD	57,167	63,652	63,652	70,137	70,137	76,622	76,622	83,106
AE	63,466	70,666	70,666	77,867	77,867	85,067	85,067	92,268
AG	78,442	87,316	87,316	96,189	96,189	105,063	105,063	113,937

**Dutchess Staff Association - 2017 Salary Schedule**

**Increase: 2.00%**

Grade	First Quartile		Second Quartile		Third Quartile		Fourth Quartile	
	Min	Max	Min	Max	Min	Max	Min	Max
AD	58,310	64,926	64,926	71,539	71,539	78,155	78,155	84,768
AE	64,735	72,079	72,079	79,424	79,424	86,769	86,769	94,114
AG	80,011	89,062	89,062	98,113	98,113	107,164	107,164	116,216

**Dutchess Staff Association - 2018 Salary Schedule**

**Increase: 2.00%**

Grade	First Quartile		Second Quartile		Third Quartile		Fourth Quartile	
	Min	Max	Min	Max	Min	Max	Min	Max
AD	59,476	66,224	66,224	72,970	72,970	79,718	79,718	86,464
AE	66,030	73,520	73,520	81,012	81,012	88,504	88,504	95,996
AG	81,611	90,843	90,843	100,075	100,075	109,307	109,307	118,541

**Dutchess Staff Association - 2019 Salary Schedule**

**Increase: 2.00%**

Grade	First Quartile		Second Quartile		Third Quartile		Fourth Quartile	
	Min	Max	Min	Max	Min	Max	Min	Max
<b>AD</b>	60,666	67,549	67,549	74,430	74,430	81,312	81,312	88,193
<b>AE</b>	67,351	74,991	74,991	82,633	82,633	90,274	90,274	97,916
<b>AG</b>	83,244	92,660	92,660	102,077	102,077	111,493	111,493	120,911

## Appendix C:

### ARRAIGNMENT ATTORNEYS

The following list is based on a two position Arraignment Attorney model.

**Work Week:** Weekends: 2 shifts, each day, Saturday, and Sunday for a total of 4 shifts per weekend.

Weekdays: 1 shift, each day, Monday through Friday for a total of 5 shifts.

Standard work week: 9 shifts per week; approximately 469 total shifts per year.

Shifts begin week 1 Monday at 5PM and ends the following Monday of week 2 at 9:00AM.

**Compensation:** Works every other week. Effective July 1, 2016, each employee will work approximately 234 shifts per year at the rate per shift indicated below:

<u>Year:</u>	<u>Rate per Shift:</u>
2011	\$250
2012	\$250
2013	\$250
2014	\$255
2015	\$260
2016	\$265
2017	\$270
2018	\$275
2019	\$281

Employees may cover for each other's full shifts as needed. In emergency situations only, where an employee is unable to finish the coverage of an assigned shift, the shift compensation will be pro-rated for each employee based on actual time on call.

If a two week orientation period is required by the Public Defender to be familiar with the courts in the County, then the employee will be paid a minimum hourly salary of AD (which is the minimum rate of AD divided by full-time work hours (1820 hours)) and work a Monday through Friday, 9 a.m. to 5 p.m. work week.

**Holidays:** When an employee is assigned to cover a shift that falls on the actual recognized holiday, the employee will be paid an additional \$100 for that shift.

**Merit Increases:** Ineligible for merit increases, but subject to annual performance appraisal.

**Personal Jury Duty:** No pay or leave conferred upon them.

**Longevity:** Ineligible for longevity payments.

**Personal Time:** No Personal Time

**Sick Time:** No Sick Time

**Vacation:** No Vacation Time

**Bereavement:** No Bereavement Leave

**Meal Allowances & Mileage:** No meal allowances or mileage during shift.

**Reimbursements:** No reimbursement for attending mandatory monthly meetings