

# **AGREEMENT**

**BY AND BETWEEN**

**THE SHERIFF OF THE COUNTY OF DUTCHESS,**

**THE COUNTY OF DUTCHESS,**

**AND**

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

***JANUARY 1, 2017 THROUGH DECEMBER 31, 2021***

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THIS AGREEMENT, made as of the 24 day of December 2019, by and between the SHERIFF OF THE COUNTY OF DUTCHESS, a public officer of the State of New York, having his principal office at 108 Parker Avenue, Poughkeepsie, New York 12601 and the COUNTY OF DUTCHESS, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to collectively as the "Employer" and respectively as the "Sheriff" and the "County"), and the DUTCHESS COUNTY SHERIFF'S EMPLOYEES ASSOCIATION / DCSEA, having its principal place of business at 150 North Hamilton Street, Poughkeepsie, New York 12601 (hereinafter referred to as the "Union").

**WITNESSETH :**

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

**ARTICLE I**  
**DEFINITIONS**

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

**"ADJUSTED BENEFIT DATE"**

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

**"ADJUSTED LONGEVITY OR INCREMENT DATE"**

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

**"COUNTY"**

The County of Dutchess and its units of government.

**"COUNTY EXECUTIVE"**

The chief executive officer of the County, as that office is defined and established in Article III of the Dutchess County Charter, or his designee.

**"EMPLOYEE(S)"**

A member of the workforce of the Employer who is duly appointed to one of titles set forth in Appendix "A", annexed to and made a part of this Agreement, who works the basic workweek set forth in Appendix "A".

**“EMPLOYER”**

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

**“HE”**

Whenever words of the masculine or feminine gender appears, they shall be deemed to refer to both male or female persons, pursuant to Section 22 of the General Construction Law.

**“SHERIFF”**

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

**“UNION”**

The Dutchess County Sheriff’s Employees Association/DCSEA.

**“UNIT”**

The following divisions within the Sheriff’s Office: (1) the Dutchess County Corrections Division and Civilian staff; and (2) the Dutchess County Sheriff’s Office Civilian staff.

**“SUPERVISOR SENIORITY”**

Supervisor seniority will be determined by time in title. First tie breaker will be test score, second tie breaker will be seniority from the previous grade. This definition shall only be applicable to Supervisory members of the bargaining unit assigned to the Corrections Division, in bidding for vacation and personal leave as discussed in Article 7.

**ARTICLE II**  
**RECOGNITION**

**SECTION 1. REPRESENTATION**

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

**SECTION 2. MEMBERSHIP DUES**

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

**SECTION 3. NO STRIKE AFFIRMATION**

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

**ARTICLE III**  
**COLLECTIVE BARGAINING UNIT**

**SECTION 1. DEFINITION OF UNIT**

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

**SECTION 2. MODIFICATION OF UNIT**

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

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

**SECTION 3. AMENDED APPENDICES**

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

**ARTICLE IV**  
**COMPENSATION**

**SECTION 1. SUPPORTING DOCUMENTS**

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

- (a) Annual Salary Job Group Allocations (Appendix "B")
- (b) Annual Salary Schedules for 2016 (Appendices "C.1" and "C.2")
- (c) Annual Salary Schedules for January 1, 2017 (Appendices "D.1" and "D.2")
- (d) Annual Salary Schedules for January 1, 2018 (Appendices "D.3" and "D.4")
- (e) Annual Salary Schedules for January 1, 2019 (Appendices "D.5" and "D.6")
- (f) Annual Salary Schedules for January 1, 2020 (Appendices "D.7" and "D.8")
- (g) Annual Salary Schedules for January 1, 2021 (Appendices "D.9" and "D.10")
- (h) Longevity Schedule (Appendix "D.11")
- (i) On Call Compensation Schedule For Civilian Series (Appendix D.12)
- (j) Rules for Administration of the Salary Plan (Appendix "E")

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

## **SECTION 2. SALARIES**

- (a) Effective January 1, 2017, the salary schedules for 2017 (Appendices D.1 and D.2) reflect an increase over the 2016 salary schedules of two percent (2.0%) for Correction Officer and Civilian Series Employees and shall be paid retroactively to January 1, 2017.
- (b) Effective January 1, 2018, the salary schedules for 2018 (Appendices D.3 and D.4) reflect an increase over the 2017 salary schedule of two percent (2.0%) for Correction Officer and Civilian Series Employees and shall be paid retroactively to January 1, 2018.
- (c) Effective January 1, 2019, the salary schedules for 2019 (Appendices D.5 and D.6) reflect an increase over the 2018 salary schedule of two quarter percent (2.25%) for Correction Officer and Civilian Series Employees and shall be paid retroactively to January 1, 2019.
- (d) Effective January 1, 2020, the salary schedules for 2020 (Appendices D.7 and D.8) reflect an increase over the 2019 salary schedule of two- and three-quarter percent (2.75%) for Correction Officer and Civilian Series Employees.
- (e) Effective January 1, 2021, the salary schedules for 2021 (Appendices D.9 and D.10) reflect an increase over the 2020 salary schedule of two and a half percent (2.50%) for Correction Officer and Civilian Series Employees
- (f) Retroactive salary payments shall be paid to those Employees on the payroll on the date of Union ratification. In addition, retroactive payments shall be made to those Employees who have retired between January 1, 2017, and the date of final Union ratification, and are receiving a NYS retirement pension. Retroactive payments will be made to the estate of any Employee who died between January 1, 2017, and the date of Union ratification. Retroactive payments shall be used to reduce any amounts owed to the County by an Employee that are subject to recoupment. Payments will be made as soon as practicable after final execution of this Agreement by the County Executive.

## **SECTION 3. SHIFT COMPENSATION**

A workday will be broken into three (3) shift periods and Employees working other than the daytime (first) shift shall receive additional compensation as noted below. All shift hours which overlap two designated shift periods will be recognized for pay purposes to be within that shift period wherein over 60% of the working hours are set.

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

**SECTION 4. DAYLIGHT SAVINGS, EASTERN STANDARD TIME CHANGES**

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

**SECTION 5. EMERGENCY CALL-BACK PAY**

- (a) An Employee, other than a maintenance Employee, called back to work after his regular work shift, or called in four (4) or more hours before his regular work shift, shall be guaranteed a minimum of two (2) hours pay at time and one-half. Time worked after the guaranteed minimum shall be compensated at straight time or overtime, depending upon the total hours worked by the Employee for the week in question.
- (b) Any maintenance Employee called back to work after his regular work shift, or called in four (4) or more hours before his regular work shift, shall be guaranteed a minimum of three (3) hours pay. So much of the three (3) hours as the Employee is actually required to work shall be compensated at overtime rates, while the remainder of the time shall be paid at straight time. In addition to the guaranteed three (3) hour minimum, an Employee shall receive one (1) hour's pay at straight time for compensation for travel time to and from work.
- (c) Any maintenance Employee called back for additional calls shall be compensated in accordance with Section (b) above.

**SECTION 6. COURT OR GRAND JURY PAY**

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

**SECTION 7. INCREMENTS**

Increments based upon the annual step increment structure, as reflected in Appendices C.1, C.2, and D.1 through D.6, shall be paid to qualifying Employees if awarded pursuant to the annual performance appraisal provided for in Section "8" of this Article IV and shall be paid effective on the Employees adjusted increment date.

**SECTION 8. ANNUAL PERFORMANCE APPRAISAL**

- (a) The parties recognize that the Employer has implemented a comprehensive annual performance appraisal system. This system will be used as the basis for award or denial of increments, longevities, promotions, and other formal personnel action.
- (b) The following are reasonable guidelines to be followed wherever practical in implementing the Annual Performance Appraisal System:
  - (i) The Employee's performance should be monitored throughout the appraisal year with the supervisor making notations periodically in the incident file on the Employee and providing the Employee with a copy simultaneously. These notations should be both of typical performance as well as unusual incidents and should reflect the range of Employee performance, both good and bad.

- (ii) Approximately six (6) months into the appraisal year, the incident file should be reviewed against the previous appraisal to see how the current year's performance compares to the previous appraisal. If performance is unsatisfactory or marginal, the Employee and supervisor should discuss the Employee's performance, noting any deficiencies in performance, and the supervisor should review the expectations of performance for the job. The supervisor should seek to resolve any environmental factors such as workflow that may be hindering Employee performance. The "coaching" session should be followed up in writing so both the supervisor and Employee have a record of what was discussed.
- (iii) Nine (9) months into the appraisal period, the same procedure should be followed. The "coaching" session should review the previous session noting any improvements or declines in performance. The Employee should again be told of the expectations of performance for the job. In addition, the Employee should be told that unsatisfactory performance may result in denial of the merit increment. The "coaching" session should be followed up in writing so both the supervisor and Employee have a record.
- (iv) Two (2) weeks prior to the Employee's anniversary date, the formal appraisal should be completed. The information from the incident file and the results of the two "coaching" sessions should be included. If the increment is denied, the Employee should be told where improvements in performance are needed.

#### **SECTION 9. LONGEVITY PAYMENT**

Longevity payments after 10, 15, 20, 25 and 30 years of service, shall be paid as set forth in Appendix "D.7", as appropriate, to qualifying Employees if awarded pursuant to the annual performance appraisal provided in Section "8" above and shall be paid effective on the Employee's adjusted longevity date. If a longevity payment is denied, the Employee's performance will be reviewed within each subsequent six (6) months to determine if the longevity shall be implemented at that time.

#### **SECTION 10. CANINE DUTIES**

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

regularly scheduled hours. Such time will be compensated at the federal minimum wage at time and one-half (1-1/2) of the federal minimum wage.

- (iii) In addition, the Officer will receive additional compensation equal to one (1) hour for each day he is not scheduled to work a regular shift and performs canine duties off regularly scheduled hours. Such time will be compensated at time and one-half (1-1/2) of the federal minimum wage.

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

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

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

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

#### **SECTION 11. ON-CALL PAY- MAINTENANCE EMPLOYEES**

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

to vacation leave. The provisions in paragraph (c) will not be subject to the grievance procedure.

**ARTICLE V**  
**WORKDAY AND WORK WEEK**

**SECTION 1. BASIC WORKDAY AND WORKWEEK**

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

**SECTION 2. RECORD OF ATTENDANCE**

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

**SECTION 3. SENIORITY ASSIGNMENTS FOR SHIFTS AND PASS DAYS**

- (a) The non-supervisory members of the bargaining unit assigned to the Corrections Division, shall, upon a vacancy, bid for all assignments to each of the established shifts and pass days based on seniority.
- (b) The number of individuals and available pass days on each established shift shall rest solely with the Sheriff or his designee. A newly hired Correction Officer Employee shall not be permitted to bid for the first twenty-four (24) months of employment after completing training. During said twenty-four (24) month period, assignments shall be at the discretion of the Sheriff.
- (c) The bid for shift assignments and pass days will start no later than November 1st. To be eligible to bid, staff must have worked at least eight (8) months since the beginning of the previous bid. The bid will go into effect on the start of the first full pay period of the following year.
- (d) In regard to all shift and pass day assignments, the Sheriff or his designee will retain the right to reassign individuals for just cause based upon reasonable criteria including, but not limited to, the following:
  - (i) Training
  - (ii) Documented Personality Conflicts Within the Shift
  - (iii) Documented Improper Performance of Duty
  - (iv) Restricted or Light Duty
  - (v) Need for Shifting Manpower
- (e) Once assigned, Employees will follow the work schedule for that assignment.
- (f) Claimed violations of this Section shall not be subject to the grievance procedure, but may be appealed to the Sheriff or his designee.
- (g) Current shift and pass day assignments shall be grandfathered.

- (h) This provision shall not apply to any other Employees of the Unit, including but not limited to maintenance, clerical, teaching, counseling and dispatching Employees.
- (i) Sheriff Aides of the Unit shall follow the vacation bidding process below:
  - i. They shall be canvas by seniority for their requests for vacation;
  - ii. A tentative vacation schedule shall be posted on January 3<sup>rd</sup> of each year;
  - iii. They may submit additional written vacation requests for up to an additional two (2) weeks of vacation at that time. These requests must be submitted by January 12<sup>th</sup>;
  - iv. A final annual vacation schedule shall be posted on January 15<sup>th</sup> of each year as the Deputy Sheriffs have in the PBA Contract.

**ARTICLE VI**  
**OVERTIME**

**SECTION 1. TIME AND ONE-HALF**

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

## **SECTION 2. HOURLY RATE COMPUTATION**

The hourly rate for salaried Employees shall be computed by dividing the Employee's annual salary by the number of work hours in the year. The number of work hours in the current year shall be determined by calculating the number of weekdays, Mondays through Fridays excluding Saturdays and Sundays, in the current year and multiplying times the basic full-time workday for the Employee's position.

## **SECTION 3. HOLIDAY WORK**

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

## **SECTION 4. IN LIEU DAY**

Should a holiday fall on an Employee's normal day off, he shall be granted some other day off with pay in lieu of the holiday; for compensation purposes, the in-lieu day shall be considered straight-time compensatory time and treated as compensatory time in accordance with Section "1(a)" above.

## **SECTION 5. WORKWEEK COMPUTATION**

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

## **SECTION 6. OVERTIME PAY RATE**

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

## **SECTION 7. DISTRIBUTION OF OVERTIME**

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

## **SECTION 8. CHANGE OF WORK HOURS**

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

## **SECTION 9. LINE-UP PAY**

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

- (b) Employees are required to work and remain at their posts for the entire eight hour and ten-minute day for each full shift they are scheduled, unless excused by their supervisor.
- (c) Actual Line-up time worked shall be paid and incorporated into the bi-weekly pay check in lieu of any other payments.

**SECTION 10. FAIR LABOR STANDARDS ACT**

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

**ARTICLE VII**  
**HOLIDAYS, VACATIONS, LEAVES**

**SECTION 1. HOLIDAYS**

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

Paid holidays are:

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

**SECTION 2. VACATIONS**

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

- (i) Two (2) weeks of vacation after one (1) year of service.  
Employees with six (6) months and one pay period of service will be advanced one week's vacation. After one year of service, the second week of vacation will be credited. If the Employee takes vacation and leaves before one year has been reached, he will have one week's pay deducted from his salary. In addition, if an Employee does not take the weeks' vacation and leaves before one (1) year has been reached, he will not be credited with a lump sum payment for the vacation.
- (ii) Three (3) weeks of vacation after five (5) years of service.
- (iii) Four (4) weeks of vacation after fifteen (15) years of service.
- (iv) Five (5) weeks of vacation after twenty (20) years of service.

(b) The Sheriff, in his discretion, will schedule vacation time taking into consideration the following factors:

- (i) Request of the Employee.
  - (ii) Needs of the Unit.
  - (iii) Seniority.
- (c) An Employee may utilize vacation credits in minimum units of one day. Employees shall be allowed to accrue vacation credits up to an amount not to exceed forty-five (45) days; accruals exceeding forty-five (45) days shall be converted to sick days.
- (d) Employees shall retain any earned vacation benefits if they transfer between Units within the Employer's or the County's service.
- (e) Upon death, retirement or separation from the Employer in good standing, Employees will be paid the monetary value of accumulated unused vacation time in an amount not to exceed the maximum as specified in subdivision "c" above. If an Employee dies while employed by the Employer or retires from service on other than his adjusted benefit date, the Employer shall pay the pro-rated monetary value of vacation time from his previous accrual to the date of death or retirement, in addition to the monetary value of his accumulated unused vacation time up to the earned maximum as specified in subdivision "c" above.

### **SECTION 3. SICK LEAVE**

Accumulated sick leave shall be used only for an Employee's personal illness, or for an illness in his immediate family requiring him to be with his immediate family. When applicable, proof of an illness or disability for sick time usage must be submitted within two (2) business days of the Employee's return to work. For the purpose of this Section, immediate family means an Employee's spouse, parents, children, or stepchildren or foster children who reside in the household.

For an Employee hired prior to January 1, 2021, sick leave will be accrued at the rate of one (1) day for each month of continuous employment with unlimited accumulation.

For an Employee hired on or after January 1, 2021, sick leave will be accrued at the rate of ten (10) days per year of continuous employment with unlimited accumulation. Accruals will be awarded as a full day per month for ten (10) of the twelve (12) months in a service year. Any employee earning twelve (12) sick days per year who returns to County service after at least a one (1) year break in service will receive the ten (10) days of sick leave accrual outlined in this section. (Leaves pursuant to Civil Service Law Section 71 or Section 72 or time on a preferred eligible list (PEL) will not be deemed a break in service for this provision.)

Sick leave may be taken in minimum units of one-half day. Sick leave may also be taken in minimum units of two (2) hour increments for prescheduled doctor's appointments with proper verification or proof of visit, subject to the needs of the Sheriff. If an absence for family illness is for one day or less, the Employee may bring in proof of doctor's visit, stating the date of visit and the name of the patient.

- (a) Employees are responsible for reporting and justifying their use of sick leave. Advance notification of sick leave shall be given whenever possible. Notification of use of sick leave

must be given no later than one (1) hour prior to the Employee's normal time for reporting to work. Sick leave will not be paid if the Employee fails to provide notice as set forth above.

- (b) Before absence for personal illness or disability in excess of two (2) continuous days may be charged against accumulated sick leave credits, the Sheriff may require proof of illness or disability from a physician. The Sheriff may also require that an Employee be examined at Employer expense by a physician designated by the Employer. However, where an illness is of a "very personal nature", the Employer will accept and pay for an examination by the Employee's personal physician.
- (c) If an Employee has used six (6) days of sick leave during the course of a twelve (12) month period, the Sheriff may require the aforementioned proof or examination before any subsequent absence may be charged against accumulated sick leave credits. Such proof of illness shall be required for a six (6) month period from the last used sick day, if the Sheriff provides written notice that the Employee has exceeded the above limitation. At the end of the six (6) month period, the Employee shall start a new twelve (12) month period.
- (d) The Sheriff may require that an Employee, who has been absent because of personal illness or disability, be examined by an Employer designated physician prior to his return to work. Said examination shall be scheduled after the Sheriff receives in writing, a notice from the Employee's physician stating that he is capable of returning to work and performing his normal duties without jeopardizing his own health and safety or that of his fellow Employees. The examination shall be performed no later than ten (10) working days after the Employee's scheduled return date. In the event the examination does not occur within ten (10) working days, the Employee will be placed back on the payroll, and, in the discretion of the Sheriff, be required to return to work. This examination will be paid for by the Employer and is intended to establish that the Employee is not disabled and can perform his normal duties and that his return to work will not jeopardize his own health and safety or that of his fellow Employees.
- (e) When an Employee changes Units within the Employer's or the County's service, his accumulated sick leave credits shall be transferred with him.
- (f) Except as provided in "h" below, if an Employee's service with the Employer is terminated for any reason, compensation will not be given for unused accumulated sick leave credits. If an Employee resigns and then returns to Employer service in a permanent position within one (1) year of his resignation, any sick leave credits cancelled at the time of resignation will be reinstated.
- (g) The Sheriff, upon the approval by the County Executive and the County Legislature, may grant sick leave at half-pay for personal illness to an Employee having not less than one (1) year of service, after all of his sick leave, vacation credits and Sick Leave Bank benefits have been used, subject to the provisions of Resolution No. 466 of 1973 entitled "Guidelines for Administration of the ½ Pay Sick Leave Policy for County Employees."
- (h) Upon retirement or death while in County employment, an Employee or an Employee's estate, may choose one of the following options to be paid for accumulated sick leave:

- (i) Additional retirement service credit, pursuant to Section 41(j) of the New York State Retirement and Social Security Law, or
  - (ii) A payment of one day for each two days accumulated for a maximum of 150 days paid for 300 days accumulated. An Employee must have at least 150 days accumulated to exercise this option, or
  - (iii) Convert unused sick leave as follows: An Employee with a minimum of 125 days of sick leave, up to a maximum of 300 days, may convert such unused sick leave at the rate of 75% to offset the Employee's share of retiree health insurance. Upon exhaustion of the value of the sick leave, the retiree shall pay his/her share of retiree health insurance. A surviving spouse of the retiree may utilize any unused balance to pay the surviving spouse's share of health insurance. In no event shall a retiree who elects this option, or the surviving spouse, receive payment for unused sick leave. Retirement shall be deemed to mean separation from employment from the County and receiving a pension from the New York State Retirement System. An Employee hired prior to January 1, 2004 with less than the required 125-day minimum at the time of retirement, may apply up to 45 days of unused vacation to reach and exceed the 125-day minimum. Each such vacation day shall be deemed a sick day and applied at the 75% conversion rate referenced above.
  - (iv) All payments and sick leave accruals under this provision shall be based on salary schedules in existence at the time of death or retirement.
- (i) The New York State Retirement and Social Security Law does not permit an Employee retiring under the provisions of Section 89(p) of the Retirement and Social Security Law to elect Section 41(j) benefits. Such Employee shall be paid for accumulated sick leave as set forth above.

**SECTION 4. PERSONAL LEAVE**

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

- (a) Personal leave may be taken in minimum units of one (1) hour.
- (b) Prior approval of personal leave must be obtained from the Sheriff. Approval or denial of personal leave shall be based upon the needs of the Unit for the services of the Employee. The nature of the Employee's personal business shall not be a factor.
- (c) For presently serving Employees four (4) days personal leave shall be earned each January 1<sup>st</sup>. 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 31<sup>st</sup> of that year, except that new or reinstated Employees shall not be eligible to take personal leave days until ninety (90) days after their hire, or successful completion of their probationary period,

whichever comes first, unless they indicate the purpose of the request during that period of time.

- (d) Unused personal leave hours shall be added to the accumulated straight time compensatory leave of each Employee at the end of each year and shall be treated as compensatory time in accordance with Article VI, Section "1(a)".
- (e) When an Employee moves between Units within the Employer's or the County's service, his accumulated personal leave credits shall be transferred with him.

#### **SECTION 5. LEAVE FOR CIVIL SERVICE EXAMINATION; INTERVIEWS**

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

#### **SECTION 6. LEAVE FOR COURT AND JURY ATTENDANCE**

When an Employee is officially summoned to be present at the courthouse for jury duty or is under subpoena to appear in court or before an administrative tribunal on a matter related to his job duties, he shall be granted leave with pay for such purposes. An Employee who is summoned for jury duty will not be required to work a midnight shift beginning at either 11:00 p.m. on the day before scheduled jury duty or beginning at midnight of the day of the scheduled jury duty. The Employer will not require an Employee who has reported or served for a full day of jury service to then work a full evening shift that ends at any time up to 11:59 p.m. of the day of jury service. In the case of jury duty, the amount of pay shall be the difference between his daily rate of pay and the amount allowed by the court for jury duty.

#### **SECTION 7. MILITARY AND OTHER LEAVE REQUIRED BY LAW**

The Sheriff shall grant any leave of absence, with or without pay, as is now or may be required by specific statutory authority, such as the Military Law. 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 NOT COVERED BY 207-c, WHICH RESULTS IN AN AWARD OF WORKERS' COMPENSATION, shall be entitled to leave with full pay for the waiting period, which is not compensated by the Workers' Compensation Board. If the determination of the Workers' Compensation Board is that the injury or sickness did not arise during the course of employment, then the waiting period leave shall be charged against accumulated leave or, if no accumulated leave exists, shall be paid back to the Employer by the Employee. A determination by the Workers' Compensation Board as to whether or not an injury or sickness arose in the course of employment shall be final and conclusive as to the Employer and the Employee, subject to the right of judicial review. Before allowing any such leave with pay, the Sheriff may require proof of the nature of the occupational injury or disease and proof of the Employee's

inability to return to work during this initial period. In addition, the Sheriff may require a physical examination, paid by the Employer, as a condition precedent to the Employee's return to work. Should the examination not occur within ten (10) working days, the Employee will be placed back on the payroll, and in the discretion of the Employer, be required to return to work. The purpose of the examination is to establish that the Employee is able to perform his own normal duties and that his return to work will not jeopardize his own health and safety or that of his fellow Employees. An Employee on Workers' Compensation leave as approved by the Workers' Compensation Board should not be deemed off the payroll for the purpose of the definition of the TERMS ADJUSTED BENEFIT DATE, AND ADJUSTED LONGEVITY OR INCREMENT DATE AS SET FORTH IN ARTICLE I HEREOF.

**SECTION 9. LEAVE OF ABSENCE WITHOUT PAY**

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

**SECTION 10. CHILD CARE LEAVE**

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

**SECTION 11. EMERGENCY FIRE/DISASTER LEAVE**

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

**SECTION 12. BEREAVEMENT LEAVE**

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

**SECTION 13. CONFERENCE, TRAINING SESSION LEAVES**

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

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

**SECTION 1. HEALTH INSURANCE FOR CURRENT EMPLOYEES**

- (a) The County shall provide and administer group health insurance plan coverage for the benefit of the bargaining unit Employees, their Spouses and eligible Dependents. The County currently offers two coverage options:
- (i) a PPO (Preferred Provider Organization): The Empire Plan, New York State Health Insurance Program (NYSHIP)
  - (ii) an EPO (Exclusive Provider Organization): MVP Health Plan Inc.

If MVP changes the co-pay and/or the prescription drug card and increases co-pays or diminishes benefits, the County shall provide such successor plan or prescription drug card. The County shall provide the Union with a copy of the correspondence it receives from MVP advising of the changes.

- (b) The Employer shall pay one hundred percent (100%) of the premium of such plan for Employees and their families for Employees with an adjusted benefit date before November 1, 1979.
- (c) An Employee with an adjusted benefit date on or after November 1, 1979, and on/or before December 31, 2003, shall contribute fifteen percent (15%) of the premium cost of the Employer Health Insurance Plan applicable to the Employee and/or his family.
- (d) An Employee with an adjusted benefit date on or after January 1, 2004, shall contribute twenty percent (20%) of the premium cost of the Employer insurance plan applicable to the Employee and/or his family.
- (e) The Employee contribution shall be in twenty-four (24) equal payroll deductions to be taken in the first two (2) pay checks, actually paid (issued), in any calendar month.
- (f) The Employer reserves their right to review hospitalization for double coverage due to other family members being employed by the State of New York, or a municipality, school district, agency, public benefit corporation, or another political subdivision thereof and shall seek mutual acceptance with the Union for the purpose of reducing the cost of such double coverage.
- (g) All Employees shall be eligible for health insurance coverage the month following commencement of their employment with the Employer provided the term of employment is for six (6) months or more.
- (h) 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.

- (i) Effective on the date of final ratification, an Employee’s health insurance contribution rate shall not be increased as a result of a change in his or her adjusted benefit date provided that the Employee has remained continuously employed (no separation from employment followed by subsequent re-employment) by the County.

**SECTION 2. HEALTH INSURANCE FOR RETIRED EMPLOYEES AND SURVIVING SPOUSES**

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

COUNTY SERVICE CREDIT YEARS	COUNTY SHARE OF COVERAGE	
	INDIVIDUAL	DEPENDENT
10 - 14 years	50%	35%
15 - 19 years	60%	45%
20 - 24 years	70%	55%
25 years or more	80%	65%

- (b) Surviving spouses receiving health insurance coverage through a retired Employee as described above shall have the option to continue either individual or dependent health insurance coverage with the County on a contributory basis. The County will pay fifty percent (50%) towards the cost of individual coverage. The surviving spouse shall pay the balance of the individual coverage premium cost. In the event the surviving spouse elects dependent coverage, the surviving spouse shall be responsible for the total cost of dependent coverage.
- (c) This Section took effect for Employees retiring after final ratification of the Agreement for the term January 1, 1993 through December 31, 1999.

**SECTION 3. DENTAL PLAN**

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

<u>ANNUAL TERM</u>	<u>COST PER MONTH</u>
2017	\$90.00
2018	\$90.00
2019	\$90.00
2020	\$90.00
2021	\$90.00

- (b) All Employees appointed to permanent positions shall be eligible for dental plan coverage after sixty (60) days following the end of the first month of their employment, provided the term of their employment is for six (6) months or more.
- (c) The Employer reserves the right to review dental insurance for double coverage due to other family members being employed by the State of New York, or a municipality, school district, agency, public benefit corporation or another political subdivision thereof and shall seek mutual acceptance with the Union for the purpose of reducing the cost of such double coverage.

**SECTION 4. RETIREMENT PLANS**

The Employer shall continue to participate in the retirement plan provided in Sections 75-g and 41(j) of the New York State Retirement and Social Security Law, as in effect in 1973. In addition, the Employer shall continue to participate in a retirement plan provided in Section 60(b) of the New York State Retirement and Social Security Law. The Employer will continue to provide benefits to those Employees eligible under Section 89-a of the New York State Retirement and Social Security Law. The Employer shall continue to participate in the New York State Retirement and Social Security Law special retirement option Section 89-p.

**SECTION 5. VISION PLAN**

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

<u>ANNUAL TERM</u>	<u>ANNUAL COST</u>
2017	\$130.00
2018	\$130.00
2019	\$130.00
<u>ANNUAL TERM</u>	<u>COST PER MONTH</u>
2020	\$11.00
2021	\$11.00

- (b) All Employees appointed to permanent positions shall be eligible for vision plan coverage after sixty (60) days following the end of the first month of their employment, provided the term of their employment is for six (6) months or more.
- (c) The Employer reserves the right to review vision 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 6. DCSEA WELFARE TRUST FUND**

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

**SECTION 7. HEALTH INSURANCE BUY-OUT**

- (a) An Employee enrolled in a County health insurance plan for the twenty-four (24) months immediately prior to submission of his buy-out application shall be eligible for a health insurance buy-out for the plan category (individual or family coverage) in which he was actually enrolled for those prior twenty-four (24) months as hereinafter set forth. Thereafter an Employee may continue to apply for the buyout if that Employee would otherwise be eligible for health insurance.
- (b) In the event that the employee has not been enrolled in a family plan for twenty-four (24) months but has been continuously receiving health care insurance benefits for the prior twenty-four (24) month period (either in an individual plan or in a combination of the time in an individual plan and family plan for twenty-four (24) months continuously) then the buyout will be rewarded 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, anytime during the year they elect to terminate County coverage but no later than the open enrollment period designated by the County within the 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 2019, the buyout will be applicable in the calendar year 2020)

- (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 one thousand two hundred and fifty dollars (\$1,250.00) for an individual plan, and two thousand five hundred dollars (\$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 the following year for applications made in 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**  
**TENURE**

**SECTION 1. RIGHTS OF NON-COMPETITIVE AND LABOR CLASSES**

Permanent Employees in the non-competitive and labor classes shall be granted rights pursuant to Section 75 of the Civil Service Law upon completion of twelve (12) months continuous and satisfactory service.

**SECTION 2. JOB ABANDONMENT**

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

**ARTICLE X**  
**MISCELLANEOUS**

**SECTION 1. TUITION PAYMENTS**

The Employer agrees to reimburse tuition payments at Dutchess Community College, BOCES, local high school evening divisions, public secondary institutions, or at any college or university (if the course is not available at Dutchess Community College), for Employees who have taken and successfully complete job-related courses, which will improve the skills of such Employees. Reimbursement shall

be subject to approval of a committee composed of the Sheriff, plus two (2) members of management appointed by the Sheriff and two (2) Employees appointed by the Union. All applications for tuition payment reimbursement shall be submitted on or before dates determined by the committee, which shall meet five times annually to review and act upon such applications. During each contract year, the total of all approved annual tuition payment reimbursements shall not exceed twelve thousand dollars (\$12,000.00). To be eligible for payments hereunder, an Employee must have completed the requisite probationary period.

**SECTION 2. OUT-OF-COUNTY TRAVEL; CONFERENCE ATTENDANCE; REIMBURSEMENT**

- (a) Authorization by the unit head, subject to approval by the Sheriff, for attendance at conferences, in-service training sessions, or other meetings is required. No additional compensation shall be paid to Employees for out-of-county travel or attendance at these conferences, training sessions or meetings. Reimbursement for actual and necessary expenses incurred shall be paid upon the submission of vouchers within thirty (30) days after incurrence of the expense and upon approval by the Employee's supervisor. Allowable expenses include mileage, food, lodging, tools, conference and tuition fees. Receipts for all expenses except mileage and food are required.

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

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

Time limits on meals will be as follows:

Breakfast - Time of departure before 7:00 a.m., time of return after 11:00 a.m.;

Lunch -Time of departure before 11:00 a.m., time of return after 2:00 p.m.;

Dinner -Time of departure before 4:00 p.m., time of return after 8:00 p.m.

Employee requests for reimbursement must be submitted to the Sheriff within thirty (30) days of the date of the expense or may be deemed non-reimbursable by the Sheriff. The Employer will reimburse the Employee within thirty (30) days of receipt of voucher in acceptable form and will provide a copy of the voucher to the Employee.

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

- (b) Out Of County Travel

Employees traveling outside of Dutchess County on official business shall receive a ten (\$10.00) dollar meal reimbursement after completion of every five (5) consecutive hours that an employee is outside the County on official business.

- (i) Reimbursement for meals as referenced in (b) above shall be permitted regardless of the time the meal occurs; and

- (ii) Meal reimbursement shall be included in the employee's regular paycheck, subject to appropriate taxes, within thirty (30) days of the Sheriff's receiving receipts; and
- (iii) In lieu of actual receipts, in special circumstances, where a receipt may not be practicable (ex: vending machine, street vendor, etc.), meal reimbursement may be obtained by submitting a Travel Expense Voucher, reviewed and signed off by the Department Head for the amount authorized.

### **SECTION 3. MILEAGE**

Employees required and authorized by their unit head to use their personal vehicle on County business shall be reimbursed a mileage allowance payment of the current year Federal standard mileage rate, upon submission of a voucher in the appropriate form.

### **SECTION 4. UNIFORMS AND EQUIPMENT.**

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

### **SECTION 5. PROMOTION.**

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

### **SECTION 6. HEALTH AND SAFETY OF WORK LOCATIONS**

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

### **SECTION 7. CURTAILMENT OF SERVICES; CONTRACTING OUT**

#### **(a) Curtailment of Services.**

In the event the Employer decides it is necessary to curtail the services of Employees, it will negotiate with the Union the impact of such curtailment. If the Employer decreases the workforce in the Unit, the Employer will abide by the Civil Service Law in the layoff of competitive class Employees. For the non-competitive and labor class Employees, the Employer shall give affected Employees at least two (2) weeks advance notice of layoff, and layoff in inverse order of their seniority in the affected job title(s). A non-competitive or labor class Employee on layoff shall be offered re-employment by seniority in his prior job title for a period of two (2) years from the date of his layoff. If the Employee refuses the recall, he will be removed from the recall list.

#### **(b) Contracting Out.**

The Employer will not exercise its right to contract work out if the result of contracting out is the layoff or discharge of then existing Employees. However, if the Employer determines it has a need to contract out services that would cause the layoff of Employees, the Employer

and the Union will discuss such contracting out in order to attempt to resolve the issue mutually, and, if mutually agreed, the Employer may proceed with such contracting out.

#### **SECTION 8. VEHICLE MAINTENANCE**

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

#### **SECTION 9. FIREARMS**

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

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

#### **SECTION 10. IN-SERVICE TRAINING**

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

#### **SECTION 11. PAST PRACTICE**

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

#### **SECTION 12. IRS 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 IRS Section 125 Flexible Spending Plan is subject to change depending upon Internal Revenue Service rules and regulations.

**SECTION 13. TRAINING REIMBURSEMENT**

The following training reimbursement standards shall apply:

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

**SECTION 14. GENERAL MUNICIPAL LAW § 207-C PROCEDURE**

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

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

**SECTION 15. PAYROLL REPORTS**

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

**SECTION 16. DIRECT DEPOSIT**

Employees will be required to utilize paperless 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 17. CONTRACT DISTRIBUTION**

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

**SECTION 18. DISTRIBUTION OF POLICIES**

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

**SECTION 19. PERSONNEL RECORDS**

- (a) Each Employee shall have the right to see his office and/or County personnel record at any time upon at least one (1) business day's written request and shall have the right to reply in writing to anything contained therein. Review of the record must be made in the presence of a Sheriff's designee. Any such reply must be inserted into the Employee's personnel record.
- (b) Upon receipt of a written request to the Sheriff, an Employee shall be furnished with a photo static reproduction of any material in his personnel record at a cost of .25 cents per page.

**SECTION 20. PAYMENTS**

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

**SECTION 21. FOOD SERVICE CONTRACT**

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

**ARTICLE XI**  
**GRIEVANCE PROCEDURE**

**SECTION 1. DEFINITIONS**

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

- (a) "Grievant" shall mean an Employee alleging a grievance.

- (b) "Grievance" means, except when an alternate remedy is provided by law, a claimed violation, misinterpretation, or misapplication of the terms of this Agreement, the rights claimed thereunder, or a past practice as limited in Article X(11), except that decisions regarding reclassification or reallocation pursuant to Article XIV shall not be subject to the grievance procedure.
- (c) "Immediate Supervisor" shall mean the Employee or Officer on the next higher level of authority above the grievant in the Unit wherein the grievance exists, who normally assigns or supervises the grievant's work and approves his time record or evaluates his work performance.
- (d) "Decision" shall mean the recommendation or ruling on, or disposition of a grievance made by an immediate supervisor, the Sheriff or the County Executive.
- (e) "Days" shall mean all days other than Saturdays, Sundays, and legal holidays. Saturdays, Sundays and legal holidays shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this Section.

## **SECTION 2. DECLARATION OF BASIC PRINCIPLE**

Every grievant shall have the right to present his grievance in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination or reprisal, and shall have the right to elect to be represented by a person of his own choosing, at no cost to the Employer, at all stages of the grievance procedure. 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:
  - 1. The name, residential address and department of employment of the grievant.

2. The name and department of employment of each other Employee or official involved in the grievance.
3. The name and address of the Employee's representative, if any, and his department of employment if he is a fellow Employee.
4. A concise statement of the nature of the grievance, the facts relating to it, including, without limitation, the time and date it arose.

#### **SECTION 4. SECOND STAGE**

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

#### **SECTION 5. THIRD STAGE**

- (a) The grievant may appeal the recommendation of the Sheriff within ten (10) days after notice of such recommendation. The appeal shall be taken by submitting to the County Executive a written statement signed by the grievant.
- (b) The County Executive may request the Sheriff to submit within ten (10) days a written statement of facts, including a summary of the record of the hearing, if there was a hearing, and the original or a true copy of any other record or document used by the Sheriff in making his decision.
- (c) The County Executive shall hold a hearing within ten (10) days after receiving the written request for review. He shall give at least five (5) days' notice in writing of the time and place of such hearing to the grievant, or the grievant's representative, if any, and the Sheriff, all of whom shall be entitled to be present at the hearing.
- (d) The hearing may be adjourned from time to time by the County Executive for a total of no more than ten (10) days, or by mutual consent of the parties.

- (e) The County Executive shall not be bound by the formal rules of evidence.
- (f) A written summary shall be kept of each hearing held and shall be provided to the Union upon request.
- (g) The County Executive shall make his report in writing within fifteen (15) days after the close of the hearing. He shall immediately file his report and send a copy of the same to the grievant, or the grievant's representative, if any, and the Sheriff. The report shall include a statement of the County Executive's finding of fact, conclusions and recommendations.

**SECTION 6. FOURTH STAGE**

If the Union is dissatisfied with the decision of the County Executive, the Union may within twenty (20) working days submit any grievance under this Agreement to binding arbitration under the rules of the American Arbitration Association, at equal expenses to both parties. The submission shall include a copy of the original grievance and the responses or decisions at each stage, with a copy of the complete submission to the Commissioner of Human Resources.

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

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

**ARTICLE XII**

**UNION RIGHTS AND OBLIGATIONS**

**SECTION 1. UNION REPRESENTATIVES**

The Employer recognizes the right of the Employees to designate specific representatives of the Union to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this Agreement and to visit Employees during working hours, subject to work requirements of the Sheriff. The Union representatives shall consist of the following: twelve (12) representatives who shall be the sole representatives of the Union authorized to carry out such duties. A listing of representatives shall be given to the Sheriff and the Commissioner of Human Resources. Time required for such representation must be reported to the Sheriff on a weekly basis. Such representatives shall be permitted to appear at public hearings before the County Legislature. Only representatives designated by the Union President shall be permitted a reasonable amount of time free from regular duties to fulfill their obligations.

**SECTION 2. RELEASE TIME FOR UNION PRESIDENT**

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

**SECTION 3. UNION DELEGATES**

Certain representatives of the Union shall be allowed time off with pay and without charge to accumulated leave time for the purpose of attending membership executive board meetings. The Union shall notify the Sheriff of the Employees designated as representatives with a copy to the Commissioner of Human Resources. At least one (1) week prior to a meeting, the Union shall notify the Sheriff, in writing, of the date, time, place and purpose of the meeting, and shall identify the individual representatives for whom time off is requested. The Sheriff reserves the right to deny the time off request with regard to any individual Employee if the Sheriff determines that his presence is required for the proper functioning of the department. An aggregate total of twenty five (25) days shall be allowed per calendar year for this purpose.

**SECTION 4. PERSONNEL CHANGES**

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

**SECTION 5. JOB SPECIFICATIONS**

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

**SECTION 6. UNION NOTICES**

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

**SECTION 7. I.D. CARDS**

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

**SECTION 8. APPOINTMENTS**

Background investigations will be completed before appointments are made.

**SECTION 9. INVESTIGATIONS**

It shall be the duty of Employees to cooperate fully and completely with departmental investigations of Employee performance. Failure to cooperate may in and of itself be the basis of a disciplinary action; however, the Employee shall be entitled to the following rights and privileges relative to proper disciplinary investigations:

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

**SECTION 10. PAYROLL**

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

**ARTICLE XIII**  
**MANAGEMENT RIGHTS**

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

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

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

**ARTICLE XIV**  
**CLASSIFICATION AND ALLOCATION PROCEDURE**

**SECTION 1. DEFINITIONS**

- (a)
  - 1. Classification as defined in the Civil Service Law means and includes the process by which a Class Title is assigned to a set of specified duties and responsibilities.

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

## **SECTION 2. GENERAL**

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

## **SECTION 3. RECLASSIFICATION AND REALLOCATION**

- (a) Any Employee, after a reasonable attempt to discuss the matter with the Sheriff, may request in writing that the Human Resources Department study the duties of the Employee's position in order to determine its proper Class Title and/or allocation (salary range). The Human Resources Department shall initiate such study within thirty (30) days of the receipt of the request, except in the event that a department-wide or occupational series-wide Classification and Allocation Survey covering the Employee's position is planned within the next twelve

(12) months. The Human Resources Department shall complete an individual position review within sixty (60) working days after the Employee submits the official form describing the duties and responsibilities to his supervisor.

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

#### **SECTION 4. RECLASSIFICATION AND REALLOCATION APPEALS**

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

change(s) shall then be submitted to the Budget Director and the appropriate Legislative Committee for action at the next timely convened Legislative session.

**SECTION 5. EFFECTIVE DATES**

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

**ARTICLE XV**  
**LABOR-MANAGEMENT COMMITTEE**

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

**ARTICLE XVI**  
**IMPLEMENTATION**

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

**ARTICLE XVII**  
**NON-DISCRIMINATION**

The Employer and the Union shall carry out their obligations under this contract in a manner which will be fair and impartial to all Employees and shall not discriminate against any Employee by reason of age, sex, nationality, race or creed.

**ARTICLE XVIII**  
**SAVINGS CLAUSE**

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

**ARTICLE XIX**  
**SCOPE**

The parties acknowledge that during the negotiations which preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter,

and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement, including its appendices attached hereto, concludes all collective bargaining between the parties during the term thereof, and constitutes the sole, entire and existing Agreement between the parties hereto, and supersedes all prior Agreements and undertakings, oral and written, express or implied, or practices (except past practices as defined in Article X, Section 11 of this Agreement), between the Employer and the Union or the Employees it represents, and expresses all obligations and restrictions imposed on each of the respective parties during its terms.

**ARTICLE XX**  
**DURATION**

Except as otherwise specifically provided in this Agreement, this Agreement shall be effective January 1, 2017 through December 31, 2021.

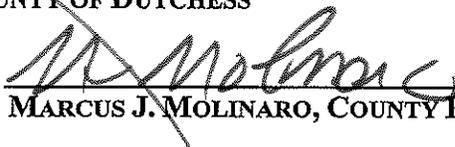
**ARTICLE XXI**  
**ZIPPER CLAUSE**

The parties acknowledge that this Collective Bargaining Agreement, incorporating the provisions of the Memorandum of Agreement dated October 22, 2019, which resulted in this contract, constitutes the full and complete agreement by and between the parties and concludes all collective bargaining and supersedes all prior agreements. The parties agree that any provisions of this Agreement may only be amended, modified or supplemented at any time by mutual written agreement of the parties. This provision shall not apply to any benefits which are, or may be, mandated by State or Federal law.

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

Dated this 24<sup>th</sup> day of December, 2019

COUNTY OF DUTCHESS

By:   
MARCUS J. MOLINARO, COUNTY EXECUTIVE

DUTCHESS COUNTY SHERIFF

By:   
ADRIAN H. ANDERSON, SHERIFF OF THE COUNTY OF DUTCHESS

DUTCHESS COUNTY SHERIFF'S EMPLOYEES ASSOCIATION

By:   
SHAWN MERRITT, PRESIDENT

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

On this 24<sup>th</sup> day of December, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared **MARCUS J. MOLINARO**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Susan J. Morano  
Notary Public

SUSAN J. MORANO  
Notary Public, State of New York  
No. 01M05048657  
Qualified in Ulster County  
Commission Expires August 28, 2021

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

On this 23<sup>rd</sup> day of December, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared **ADRIAN H. ANDERSON**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Maureen Sarigianis  
Notary Public

MAUREEN SARIGIANIS  
Notary Public, State of New York  
Registration No. 01SA6110743  
Qualified in Dutchess County  
Commission Expires 6/11/2020

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

On this 9<sup>th</sup> day of December, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared **SHAWN MERRITT**, 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.

Cathy A. Junge  
Notary Public

CATHY A. JUNGE  
Notary Public, State of New York  
No. 01JU6008428  
Qualified in Dutchess County  
Commission Expires 06/08/2022

**APPENDIX A**  
**TITLES IN BARGAINING UNIT AND HOURS WORKED**

TITLE	HOURS
ACCOUNTING CLERK (SH)	35
BUILDING MAINTENANCE MECHANIC I (SH)	40
BUILDING MAINTENANCE MECHANIC II (SH)	40
BUILDING MAINTENANCE MECHANIC III (SH)	40
BUILDING MAINTENANCE MECHANIC III (H&V)(SH)	40
BUILDING MAINTENANCE SUPERVISOR (CORRECTIONAL FACILITY)	40
BUSINESS MANAGER (SH)	35
CARPENTER (SH)	40
CLERK (SH)	35
COOK (CORRECTIONAL FACILITY)	40
COOK MANAGER (CORRECTIONAL FACILITY)	40
CORRECTION LIEUTENANT	40
CORRECTION OFFICER	40
CORRECTION SERGEANT	40
EDUCATION PROGRAM COORDINATOR	35
ELECTRICIAN I (SH)	40
FOOD SERVICE DIRECTOR	40
FOOD SERVICE HELPER (SH)	40
HEAD CLEANER (SH)	40
HEATING AND VENTILATING TECHNICIAN (SH)	40
INSTRUCTIONAL AIDE	35
INSTRUCTOR (PART-TIME)	17.5
OFFICE ASSISTANT (SH)	35
PROGRAM ASSISTANT (SH)	35
RECEPTIONIST (SH)	35
SECRETARY (SH)	35
SENIOR OFFICE ASSISTANT (SH)	35
SENIOR PROGRAM ASSISTANT (SH)	35
SHERIFF AIDE	40
TRANSITION COUNSELOR	35

**APPENDIX B**  
**ANNUAL SALARY JOB GROUP ALLOCATIONS**

TITLE	GRADE ALLOCATION
ACCOUNTING CLERK (SH)	NI
BUILDING MAINTENANCE MECHANIC I (SH)	NH
BUILDING MAINTENANCE MECHANIC II (SH)	NK
BUILDING MAINTENANCE MECHANIC III (SH)	NM
BUILDING MAINTENANCE MECHANIC III (H&V)(SH)	NM
BUILDING MAINTENANCE SUPERVISOR (CORRECTIONAL FACILITY)	NP
BUSINESS MANAGER (SH)	NN
CARPENTER (SH)	NM
CLERK (SH)	ND
COOK (CORRECTIONAL FACILITY)	NK
COOK MANAGER (CORRECTIONAL FACILITY)	NM
CORRECTION LIEUTENANT	JP
CORRECTION OFFICER	JM
CORRECTION SERGEANT	JO
EDUCATION PROGRAM COORDINATOR	NO
ELECTRICIAN I (SH)	NM
FOOD SERVICE DIRECTOR	NP
FOOD SERVICE HELPER (SH)	ND
HEAD CLEANER (SH)	NF
HEATING AND VENTILATING TECHNICIAN (SH)	NN
INSTRUCTIONAL AIDE	NK
INSTRUCTOR (PART-TIME)	NL
OFFICE ASSISTANT (SH)	NF
PROGRAM ASSISTANT (SH)	NH
RECEPTIONIST (SH)	NF
SECRETARY (SH)	NJ
SENIOR OFFICE ASSISTANT (SH)	NH
SENIOR PROGRAM ASSISTANT (SH)	NJ
SHERIFF AIDE	NK
TRANSITION COUNSELOR	NQ

**APPENDIX C.1**  
**ANNUAL SALARY SCHEDULE FOR CORRECTION OFFICER SERIES**  
**(EFFECTIVE JANUARY 1, 2016)**

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

**APPENDIX C.2**  
**ANNUAL SALARY SCHEDULE FOR CIVILIAN SERIES**  
**(EFFECTIVE JANUARY 1, 2016)**

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

**APPENDIX D.1**

**ANNUAL SALARY SCHEDULE FOR CORRECTION OFFICER SERIES**

**(EFFECTIVE JANUARY 1, 2017)**

**2.00% INCREASE**

<b>GRADE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>	<b>STEP 8</b>	<b>STEP 9</b>	<b>INCREMENT</b>
<b>JL</b>	47,014	48,190	49,395	50,631	51,895	53,296	54,735	56,213	57,899	1,361
<b>JM</b>	51,765	53,059	54,385	55,744	57,138	58,681	60,265	61,892	63,748	1,498
<b>JO</b>	61,783	63,328	64,911	66,534	68,197	70,038	71,929	73,871	76,088	1,788
<b>JP</b>	66,816	68,487	70,199	71,953	73,752	75,743	77,788	79,888	82,285	1,934

**APPENDIX D.2**  
**ANNUAL SALARY SCHEDULE FOR CIVILIAN SERIES**  
**(EFFECTIVE JANUARY 1, 2017)**  
**2.00% INCREASE**

<b>GRADE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>	<b>STEP 8</b>	<b>INCREMENT</b>
<b>NA</b>	28,189	28,893	29,614	30,355	31,115	31,956	32,819	33,705	788
<b>NB</b>	29,403	30,139	30,892	31,665	32,455	33,332	34,231	35,155	822
<b>NC</b>	30,622	31,391	32,174	32,981	33,804	34,717	35,654	36,617	856
<b>ND</b>	31,793	32,591	33,407	34,239	35,097	36,045	37,018	38,017	889
<b>NE</b>	33,035	33,860	34,707	35,575	36,464	37,448	38,459	39,497	923
<b>NF</b>	34,232	35,087	35,965	36,865	37,787	38,807	39,854	40,931	957
<b>NG</b>	35,677	36,568	37,484	38,421	39,380	40,443	41,535	42,656	997
<b>NH</b>	37,340	38,276	39,231	40,212	41,217	42,330	43,473	44,647	1,044
<b>NI</b>	39,293	40,276	41,282	42,316	43,373	44,544	45,747	46,982	1,098
<b>NJ</b>	41,432	42,469	43,531	44,620	45,736	46,971	48,239	49,541	1,158
<b>NK</b>	44,090	45,192	46,322	47,479	48,666	49,980	51,329	52,716	1,232
<b>NL</b>	47,448	48,635	49,851	51,097	52,373	53,787	55,239	56,730	1,326
<b>NM</b>	52,274	53,583	54,922	56,296	57,702	59,260	60,860	62,504	1,461
<b>NN</b>	57,324	58,757	60,227	61,732	63,275	64,983	66,738	68,540	1,602
<b>NO</b>	62,389	63,951	65,548	67,187	68,868	70,728	72,637	74,599	1,744
<b>NP</b>	67,453	69,139	70,868	72,638	74,454	76,464	78,529	80,649	1,885
<b>NQ</b>	72,491	74,304	76,160	78,064	80,015	82,175	84,394	86,672	2,026
<b>NR</b>	77,562	79,500	81,489	83,524	85,614	87,925	90,299	92,736	2,168
<b>NS</b>	82,614	84,680	86,798	88,968	91,191	93,653	96,182	98,779	2,309
<b>NT</b>	87,683	89,875	92,123	94,424	96,786	99,399	102,083	104,839	2,451

**APPENDIX D.3**  
**ANNUAL SALARY SCHEDULE FOR CORRECTION OFFICER SERIES**  
**(EFFECTIVE JANUARY 1, 2018)**  
**2.00% INCREASE**

<b>GRADE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>	<b>STEP 8</b>	<b>STEP 9</b>	<b>INCREMENT</b>
<b>JL</b>	47,954	49,154	50,383	51,644	52,933	54,362	55,830	57,337	59,057	1,388
<b>JM</b>	52,800	54,120	55,473	56,859	58,281	59,855	61,470	63,130	65,023	1,528
<b>JO</b>	63,019	64,595	66,209	67,865	69,561	71,439	73,368	75,348	77,610	1,824
<b>JP</b>	68,152	69,857	71,603	73,392	75,227	77,258	79,344	81,486	83,931	1,972

**APPENDIX D.4**  
**ANNUAL SALARY SCHEDULE FOR CIVILIAN SERIES**  
**(EFFECTIVE JANUARY 1, 2018)**  
**2.00% INCREASE**

<b>GRADE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>	<b>STEP 8</b>	<b>INCREMENT</b>
<b>NA</b>	28,753	29,471	30,206	30,962	31,737	32,595	33,475	34,379	804
<b>NB</b>	29,991	30,742	31,510	32,298	33,104	33,999	34,916	35,858	838
<b>NC</b>	31,234	32,019	32,817	33,641	34,480	35,411	36,367	37,349	874
<b>ND</b>	32,429	33,243	34,075	34,924	35,799	36,766	37,758	38,777	907
<b>NE</b>	33,696	34,537	35,401	36,287	37,193	38,197	39,228	40,287	942
<b>NF</b>	34,917	35,789	36,684	37,602	38,543	39,583	40,651	41,750	976
<b>NG</b>	36,391	37,299	38,234	39,189	40,168	41,252	42,366	43,509	1,017
<b>NH</b>	38,087	39,042	40,016	41,016	42,041	43,177	44,342	45,540	1,065
<b>NI</b>	40,079	41,082	42,108	43,162	44,240	45,435	46,662	47,922	1,120
<b>NJ</b>	42,261	43,318	44,402	45,512	46,651	47,910	49,204	50,532	1,182
<b>NK</b>	44,972	46,096	47,248	48,429	49,639	50,980	52,356	53,770	1,257
<b>NL</b>	48,397	49,608	50,848	52,119	53,420	54,863	56,344	57,865	1,353
<b>NM</b>	53,319	54,655	56,020	57,422	58,856	60,445	62,077	63,754	1,491
<b>NN</b>	58,470	59,932	61,432	62,967	64,541	66,283	68,073	69,911	1,634
<b>NO</b>	63,637	65,230	66,859	68,531	70,245	72,143	74,090	76,091	1,779
<b>NP</b>	68,802	70,522	72,285	74,091	75,943	77,993	80,100	82,262	1,923
<b>NQ</b>	73,941	75,790	77,683	79,625	81,615	83,819	86,082	88,405	2,066
<b>NR</b>	79,113	81,090	83,119	85,194	87,326	89,684	92,105	94,591	2,211
<b>NS</b>	84,266	86,374	88,534	90,747	93,015	95,526	98,106	100,755	2,356
<b>NT</b>	89,437	91,673	93,965	96,312	98,722	101,387	104,125	106,936	2,500

**APPENDIX D.5**  
**ANNUAL SALARY SCHEDULE FOR CORRECTION OFFICER SERIES**  
**(EFFECTIVE JANUARY 1, 2019)**  
**2.25% INCREASE**

<b>GRADE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>	<b>STEP 8</b>	<b>STEP 9</b>	<b>INCREMENT</b>
JL	49,033	50,260	51,517	52,806	54,124	55,585	57,086	58,627	60,386	1,419
JM	53,988	55,338	56,721	58,138	59,592	61,202	62,853	64,550	66,486	1,562
JO	64,437	66,048	67,699	69,392	71,126	73,046	75,019	77,043	79,356	1,865
JP	69,685	71,429	73,214	75,043	76,920	78,996	81,129	83,319	85,819	2,017

**APPENDIX D.6**  
**ANNUAL SALARY SCHEDULE FOR CIVILIAN SERIES**  
**(EFFECTIVE JANUARY 1, 2019)**  
**2.25% INCREASE**

<b>GRAD E</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>	<b>STEP 8</b>	<b>INCREMENT</b>
NA	29,400	30,134	30,886	31,659	32,451	33,328	34,228	35,153	822
NB	30,666	31,434	32,219	33,025	33,849	34,764	35,702	36,665	857
NC	31,937	32,739	33,555	34,398	35,256	36,208	37,185	38,189	893
ND	33,159	33,991	34,842	35,710	36,604	37,593	38,608	39,649	927
NE	34,454	35,314	36,198	37,103	38,030	39,056	40,111	41,193	963
NF	35,703	36,594	37,509	38,448	39,410	40,474	41,566	42,689	998
NG	37,210	38,138	39,094	40,071	41,072	42,180	43,319	44,488	1,040
NH	38,944	39,920	40,916	41,939	42,987	44,148	45,340	46,565	1,089
NI	40,981	42,006	43,055	44,133	45,235	46,457	47,712	49,000	1,146
NJ	43,212	44,293	45,401	46,536	47,701	48,988	50,311	51,669	1,208
NK	45,984	47,133	48,311	49,519	50,756	52,127	53,534	54,980	1,285
NL	49,486	50,724	51,992	53,292	54,622	56,097	57,612	59,167	1,383
NM	54,519	55,885	57,280	58,714	60,180	61,805	63,474	65,188	1,524
NN	59,786	61,280	62,814	64,384	65,993	67,774	69,605	71,484	1,671
NO	65,069	66,698	68,363	70,073	71,826	73,766	75,757	77,803	1,819
NP	70,350	72,109	73,911	75,758	77,652	79,748	81,902	84,113	1,966
NQ	75,605	77,495	79,431	81,417	83,451	85,705	88,019	90,394	2,113
NR	80,893	82,915	84,989	87,111	89,291	91,702	94,177	96,719	2,261
NS	86,162	88,317	90,526	92,789	95,108	97,675	100,313	103,022	2,409
NT	91,449	93,736	96,079	98,479	100,943	103,668	106,468	109,342	2,556

**APPENDIX D.7**  
**ANNUAL SALARY SCHEDULE FOR CORRECTION OFFICER SERIES**  
**(EFFECTIVE JANUARY 1, 2020)**  
**2.75% INCREASE**

<b>GRADE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>	<b>STEP 8</b>	<b>STEP 9</b>	<b>INCREMENT</b>
<b>JL</b>	50,381	51,642	52,934	54,258	55,612	57,114	58,656	60,239	62,047	1,458
<b>JM</b>	55,473	56,860	58,281	59,737	61,231	62,885	64,581	66,325	68,314	1,605
<b>JO</b>	66,209	67,864	69,561	71,300	73,082	75,055	77,082	79,162	81,538	1,916
<b>JP</b>	71,601	73,393	75,227	77,107	79,035	81,168	83,360	85,610	88,179	2,072

**APPENDIX D.8**  
**ANNUAL SALARY SCHEDULE FOR CIVILIAN SERIES**  
**(EFFECTIVE JANUARY 1, 2020)**  
**2.75% INCREASE**

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	INCREMENT
NA	30,209	30,963	31,735	32,530	33,343	34,245	35,169	36,120	844
NB	31,509	32,298	33,105	33,933	34,780	35,720	36,684	37,673	881
NC	32,815	33,639	34,478	35,344	36,226	37,204	38,208	39,239	918
ND	34,071	34,926	35,800	36,692	37,611	38,627	39,670	40,739	953
NE	35,401	36,285	37,193	38,123	39,076	40,130	41,214	42,326	989
NF	36,685	37,600	38,540	39,505	40,494	41,587	42,709	43,863	1,025
NG	38,233	39,187	40,169	41,173	42,201	43,340	44,510	45,711	1,068
NH	40,015	41,018	42,041	43,092	44,169	45,362	46,587	47,846	1,119
NI	42,108	43,161	44,239	45,347	46,479	47,735	49,024	50,348	1,177
NJ	44,400	45,511	46,650	47,816	49,013	50,335	51,695	53,090	1,241
NK	47,249	48,429	49,640	50,881	52,152	53,560	55,006	56,492	1,320
NL	50,847	52,119	53,422	54,758	56,124	57,640	59,196	60,794	1,421
NM	56,018	57,422	58,855	60,329	61,835	63,505	65,220	66,981	1,566
NN	61,430	62,965	64,541	66,155	67,808	69,638	71,519	73,450	1,717
NO	66,858	68,532	70,243	72,000	73,801	75,795	77,840	79,943	1,869
NP	72,285	74,092	75,944	77,841	79,787	81,941	84,154	86,426	2,020
NQ	77,684	79,626	81,615	83,656	85,746	88,062	90,440	92,880	2,171
NR	83,118	85,195	87,326	89,507	91,747	94,224	96,767	99,379	2,323
NS	88,531	90,746	93,015	95,341	97,723	100,361	103,072	105,855	2,475
NT	93,964	96,314	98,721	101,187	103,719	106,519	109,396	112,349	2,626

**APPENDIX D.9**  
**ANNUAL SALARY SCHEDULE FOR CORRECTION OFFICER SERIES**  
**(EFFECTIVE JANUARY 1, 2021)**  
**2.5% INCREASE**

<b>GRAD E</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>	<b>STEP 8</b>	<b>STEP 9</b>	<b>INCREMENT</b>
<b>JL</b>	51,641	52,933	54,257	55,614	57,002	58,542	60,122	61,745	63,598	1,495
<b>JM</b>	56,860	58,282	59,738	61,230	62,762	64,457	66,196	67,983	70,022	1,645
<b>JO</b>	67,864	69,561	71,300	73,083	74,909	76,931	79,009	81,141	83,576	1,964
<b>JP</b>	73,391	75,228	77,108	79,035	81,011	83,197	85,444	87,750	90,383	2,124

**APPENDIX D.10**  
**ANNUAL SALARY SCHEDULE FOR CIVILIAN SERIES**  
**(EFFECTIVE JANUARY 1, 2021)**  
**2.50% INCREASE**

<b>GRADE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>	<b>STEP 8</b>	<b>INCREMENT</b>
<b>NA</b>	30,964	31,737	32,528	33,343	34,177	35,101	36,048	37,023	866
<b>NB</b>	32,297	33,105	33,933	34,781	35,650	36,613	37,601	38,615	903
<b>NC</b>	33,635	34,480	35,340	36,228	37,132	38,134	39,163	40,220	941
<b>ND</b>	34,923	35,799	36,695	37,609	38,551	39,593	40,662	41,757	976
<b>NE</b>	36,286	37,192	38,123	39,076	40,053	41,133	42,244	43,384	1,014
<b>NF</b>	37,602	38,540	39,504	40,493	41,506	42,627	43,777	44,960	1,051
<b>NG</b>	39,189	40,167	41,173	42,202	43,256	44,424	45,623	46,854	1,095
<b>NH</b>	41,015	42,043	43,092	44,169	45,273	46,496	47,752	49,042	1,147
<b>NI</b>	43,161	44,240	45,345	46,481	47,641	48,928	50,250	51,607	1,207
<b>NJ</b>	45,510	46,649	47,816	49,011	50,238	51,593	52,987	54,417	1,272
<b>NK</b>	48,430	49,640	50,881	52,153	53,456	54,899	56,381	57,904	1,353
<b>NL</b>	52,118	53,422	54,758	56,127	57,527	59,081	60,676	62,314	1,457
<b>NM</b>	57,418	58,858	60,326	61,837	63,381	65,093	66,851	68,656	1,605
<b>NN</b>	62,966	64,539	66,155	67,809	69,503	71,379	73,307	75,286	1,760
<b>NO</b>	68,529	70,245	71,999	73,800	75,646	77,690	79,786	81,942	1,916
<b>NP</b>	74,092	75,944	77,843	79,787	81,782	83,990	86,258	88,587	2,071
<b>NQ</b>	79,626	81,617	83,655	85,747	87,890	90,264	92,701	95,202	2,225
<b>NR</b>	85,196	87,325	89,509	91,745	94,041	96,580	99,186	101,863	2,381
<b>NS</b>	90,744	93,015	95,340	97,725	100,166	102,870	105,649	108,501	2,537
<b>NT</b>	96,313	98,722	101,189	103,717	106,312	109,182	112,131	115,158	2,692

**APPENDIX D.11**  
**LONGEVITY SCHEDULE**

**for Correction Officer Series**

Grade	Payment
JL	1,532
JM	1,666
JO	1,948
JP	2,096

**for Civilian Series**

Grade	Payment
NA	1,021
NB	1,062
NC	1,091
ND	1,127
NE	1,160
NF	1,197
NG	1,238
NH	1,290
NI	1,346
NJ	1,409
NK	1,475
NL	1,582
NM	1,716
NN	1,849
NO	1,998
NP	2,146
NQ	2,291
NR	2,438
NS	2,584
NT	2,733

**APPENDIX D.12**

**ON CALL COMPENSATION SCHEDULE FOR CIVILIAN SERIES**

**(EFFECTIVE JANUARY 1, 2020)**

<b>Grade</b>	<b>Per week if on-call every 3 weeks or less</b>	<b>Per week if on-call every or every other week</b>
NA	61	123
NB	64	128
NC	67	134
ND	69	139
NE	72	144
NF	75	149
NG	78	156
NH	81	163
NI	86	171
NJ	90	181
NK	96	192
NL	103	207
NM	114	228
NN	125	250
NO	136	272
NP	147	294
NQ	158	316
NR	169	338
NS	180	360
NT	191	382

**APPENDIX E**  
**RULES FOR THE ADMINISTRATION OF THE SALARY PLAN**

1. **NEW APPOINTEES:**

A new appointee appointed to a position in a class shall be paid the minimum rate paid for the class unless the Commissioner of Human Resources, after consultation with the department head, shall certify to the County Legislature that it is impracticable to recruit at that particular time for the position at the then minimum salary. The County Legislature may then authorize recruitment at a higher step of the salary scale for such position. When an appointment is made at such increased minimum, all incumbents of such position receiving less than such recruiting rate shall have their salaries brought up to such rate of pay.

2. **TEMPORARY OR PROVISIONAL APPOINTEES:**

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

3. **PROMOTIONS AND VOLUNTARY DEMOTIONS:**

When an Employee is promoted to a position in a higher grade, he shall be placed on that step of the next grade which is closest to the sum of his former rate plus the average increment step in the new grade. Effective January 1, 2008, when an Employee is promoted to a position in a higher Grade, he shall be placed on that Step of the new Grade which is closest to the sum of his former rate plus two (2) average increments in the new Grade. When an Employee elects a voluntary demotion to a position in a lower grade, he shall be placed on the same increment step in the new grade as he was on in the former grade.

4. **REASSIGNMENTS:**

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

5. **REALLOCATION:**

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

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

6. **REINSTATEMENTS:**

A reinstated Employee, as the term is defined for Civil Service purposes, shall be paid at a salary rate within the approved salary range for the position to which he is reinstated, but not in excess of the salary received at the time he vacated his position. If an appointment to a higher-level position fails to mature into a permanent appointment and the Employee returns from leave to his former position without a break in service, the Employee shall be placed at the step he would have received had he remained in the former position and had the unit head awarded the increments in accordance with the annual review.

7. **TEMPORARY ASSIGNMENT IN HIGHER GRADE POSITION:**

An Employee assigned on a temporary or limited basis to a higher-grade position shall receive the minimum of the higher-grade position during such assignment unless his present rate of pay exceeds such minimum. Under such circumstances, the Employee will be compensated in accordance with the procedure for promotion (Rule 3 above).

8. **IMPLEMENTATION STANDARDS FOR STEP 9 AND GRADE JL:**

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

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

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

**APPENDIX F**  
**UNIFORM SCHEDULE**

1. **INDIVIDUAL ITEMS:**

	<b><u>CLOTHING ITEMS</u></b>	<b><u>NUMBER ISSUED</u></b>
Correction Officer	Shirts	5
	Pants	5
	Sweater	1 every 3 years or as needed
	Belt	1
Building Maintenance	Shirts	5
	Pants	5
	Belt	1
	Outside Jacket	1
Food Service Unit	Shirts	6
	Pants	6
	Belt (if needed)	1
	Sweatshirt	1 (snap front)

	<b><u>FOOTWEAR</u></b>	<b><u>NUMBER ISSUED</u></b>
Correction Officer	Shoes	1 pair
	Boots	1 pair as an option for permanent staff. Limited to one pair every two years.
Building Maintenance	Shoes	1 pair (steel toed)
Food Service Unit	Shoes	1 pair or \$50.00 allowance towards shoes that meet criteria

2. **POOLED ITEMS:**

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

**APPENDIX G**  
**GENERAL MUNICIPAL LAW SECTION 207-C PROCEDURE**

**SECTION 1. APPLICABILITY**

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

**SECTION 2. DEFINITIONS**

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

- (a) "County" shall mean the County of Dutchess.
- (b) "Sheriff" shall mean the Sheriff of Dutchess County.
- (c) "Claimant" shall mean any sworn Correction Officer of the County of Dutchess who is injured or taken sick as a result of the performance of his duties so as to necessitate medical or other lawful or remedial treatment.
- (d) "Claims Manager" shall mean a representative of the Director of Risk Management who is charged with the responsibility of administering the procedures herein.
- (e) "Section 207-c Benefits" shall mean those benefits which are provided by law including the full amount of the regular salary or wages and medical treatment and hospital care necessitated by reason of such injury or illness and subject to contract contribution requirements for health insurance, dental insurance, and optical insurance. Effective January 1, 2004, contributions pursuant to Article VIII, Section 6, shall be made to the DCSEA Welfare Trust Fund, in place of the dental insurance and optical insurance referenced above.
- (f) "Days" shall mean business days unless otherwise noted.
- (g) "He" whenever words of the masculine or feminine gender appears they shall be deemed to refer to both male or female persons, pursuant to Section 22 of the General Construction Law.

**PROCEDURES**

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

### **SECTION 3. APPLICATION FOR BENEFITS**

1. If a Claimant is injured or taken sick as a result of the performance of his duties, Claimant or Claimant's supervisor shall complete and file a written incident report and application with the Claims Manager, with a copy to the Sheriff or his designee, within 48 hours of the injury or illness or discovery of the injury or illness. The written report incident report and application shall be signed by Claimant, if able. Upon sufficient reason, a late application for 207-c benefits may be accepted in the discretion of the Claims Manager, which shall not be unreasonably denied.
2. The incident report shall include, to the extent practicable, the following information:
  - (a) The time, date and place of the incident;
  - (b) A detailed signed, if able, statement of the facts surrounding the incident;
  - (c) The nature and extent of Claimant's injury or illness;
  - (d) The name of any possible witness(es) to the incident; and
  - (e) The name and address of all of Claimant's treating physicians.
  - (f) The application shall be submitted to the Claims Manager with a copy to the Sheriff or designee, which shall include all relevant medical reports and documents related to injury or illness available to Claimant at the time of the application. The determination of eligibility for 207-c benefits shall be made by the Claims Manager and shall be made within ten (10) days of receipt of the completed application. The Claims Manager shall have all of the authority set forth in Section 4 of these Procedures and the right to investigate the circumstances of the injury or illness. Claimant must cooperate with the investigation and provide all information, reports and documentation necessary for the County to determine the nature of the illness or injury and whether the Claimant was injured or taken ill in the performance of duty. Failure to cooperate may, in the discretion of the Claims Manager, result in the suspension or denial of benefits, which shall not be unreasonably denied.
3. The Claimant shall be placed on sick leave pending the determination of eligibility for 207-c benefits. If Claimant has no available sick leave, the Claimant may use vacation, personal leave or compensatory time to remain on the payroll. If the Claimant has exhausted all of his/her available leave accruals, the Claims Manager may, in his or her sole discretion, authorize that the Claimant remain on the payroll for a maximum of up to thirty (30) calendar days, pending the determination, if the Claims Manager determines that it appears probable that the Claimant will be eligible for 207-c benefits. If the Claims Manager determines that the Claimant is ineligible for 207-c, any benefits paid shall be recouped by payroll deductions. If after appeal it is determined that the Claimant is entitled to General Municipal Law section 207-c benefits all leave

accruals related to the claim that are utilized by the Claimant during the appeal will be restored to the Claimant's leave accruals within the current or next pay period.

4. If the Claimant is deemed ineligible for benefits, the Claimant shall be entitled to a hearing as described in Section 10 of these procedures. Claimant must file a request for an appeal with the Claims Manager within ten (10) calendar days of the denial of benefits. Pending the appeal, the Claimant may use sick leave accruals. If the Claimant does not have available sick leave, the Claimant may use vacation, personal leave, or compensatory time to remain on the payroll. If the Claimant does not have personal accruals, the Claimant shall be placed on leave without pay. If after appeal it is determined that the Claimant is entitled to General Municipal Law section 207-c benefits all leave accruals related to the claim that are utilized by the Claimant during the appeal will be restored to the Claimant's leave accruals within the current or next pay period.
5. There is a continuing obligation on the part of the Claimant to apprise the Claims Manager of any changes in the information related to the incident.

#### **SECTION 4. AUTHORITY AND DUTIES OF CLAIMS MANAGER**

1. The Claims Manager shall have the sole and exclusive authority to make a final determination of eligibility for 207-c benefits, subject to the dispute resolution procedure herein.
2. The Claims Manager shall have the authority to:
  - (a) Employ experts and specialists to assist in the rendering of the determination of eligibility;
  - (b) Require the production of any book, document or other record that pertains to the application or injury;
  - (c) Require the Claimant to submit to reasonable medical examinations;
  - (d) Require the Claimant to sign forms for the release of medical information that bears upon the application;
  - (e) Require the attendance of the Claimant and all other witnesses for testimony upon reasonable notice; and
  - (f) Do all that is necessary or advisable in the processing of said application.
3. Claimant has an affirmative obligation to cooperate in every way with the investigation conducted pursuant to this procedure. Failure to cooperate may, in the discretion of the Claims Manager, result in suspension of benefits subject to dispute resolution procedure

contained in Section 10 of these procedures.

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

#### **SECTION 5. MEDICAL TREATMENT**

1. After the filing of an application, the Claims Manager may require a Claimant to submit to a reasonable number of medical or other health examinations as may be directed by the Claims Manager, including examinations necessary to render a final determination of eligibility, examinations or inspections conducted to determine if the Claimant has recovered and is able to perform his regular duties, and/or examinations required to process an application for ordinary and accidental disability retirement. Such treatment may include but is not limited to medical and/or surgical techniques deemed necessary by the appointed physicians. Any Claimant who refuses to accept such medical treatment or fails to cooperate with medical examinations shall be deemed to have suspended rights to benefits from that day forward, subject to Section 10 of these procedures.
2. Medical Reports - All physicians, specialists and consultants treating a Claimant shall be required to file a copy of any and all reports with the Claims Manager. Physician notes on Claimant's condition and ability to perform his job duties must be updated every thirty (30) calendar days, unless the Claimant is deemed to be totally and permanently disabled. The Claimant shall execute all necessary releases and shall be responsible for the filing of said reports. Any report generated by the Claims Manager, or any agent of the Claims Manager, that pertains to a Claimant's case shall be made available for inspection after ten (10) calendar days of receipt of the report by the County. A copy of any report shall be made available upon request. Reports under this provision shall be defined as treatment plans and diagnosis.
3. Payment for Medical and Related Services - A Claimant must notify the Claims Manager of expenses for medical services, hospitalization, or other treatment related to injury or illness giving rise to the claim. To the extent practicable, notice shall be made prior to incurring the expense.
4. No claim for surgical operations or physiotherapeutic procedures costing more than eight hundred fifty dollars (\$850.00) shall be paid unless required in an emergency or authorized in advance by the Claims Manager.
5. Bills for drugs, appliances or other supplies will require filing a copy of the prescription by a doctor with the Claims Manager for the particular items billed, stating thereon that the items were supplied as a consequence of the injury or illness upon which claim for benefits is based.

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

#### **SECTION 6. LIGHT DUTY ASSIGNMENTS**

1. Any Claimant receiving benefits who is not eligible for, or who is not granted, an ordinary or accidental disability retirement or retirement for disability incurred in performance of duty, or similar accidental disability pension, may be examined by a physician chosen by the Claims Manager to determine the Claimant's ability to perform light duty. Any Claimant deemed able to perform light duty by the Claims Manager may be directed by the Sheriff, in his sole discretion, to perform such light duty for a specified period of time as determined by the Sheriff.
2. If possible, the light duty assignment shall be made to the Claimant's previously assigned shift based upon the needs of the office as determined by the Sheriff and/or his designee.
3. If the Claimant returns to work in a light duty assignment within six (6) months from the beginning of his leave, Claimant shall be given the same days off that he had when the leave commenced, unless otherwise provided in the Collective Bargaining Agreement Article 5 Section 3(c).
4. A Claimant who disagrees with the order to report for light duty may, within forty-eight (48) hours after receipt of the order, appeal said order pursuant to Section 10 of these procedures. If the refusal is not based upon medical documentation, benefits shall be discontinued upon the refusal.
5. Payment of benefits shall be discontinued to any Claimant who fails or refuses to perform light duty after exhaustion of the procedures contained in Section 10 of these procedures.
6. It is understood that an assignment of light duty is a temporary assignment until the Claimant returns to full duty. As such, a Claimant so assigned does not have entitlement to a continued light duty assignment for an indefinite period of time. The County shall review such light duty assignments at least every ninety (90) calendar days.

#### **SECTION 7. CHANGES IN CONDITION OF CLAIMANT**

1. Each Claimant shall be required to notify the Claims Manager of any change in his condition which may enable him to return to normal duties or to be classified as eligible for light duty. This notice shall be made in writing within forty-eight (48) hours of change.
2. Each Claimant shall be required to report to the Correction Administration on a bi-

weekly basis, unless otherwise agreed. Exceptions to the reporting requirement shall be made when medically necessary.

#### **SECTION 8. RIGHT OF PERPETUAL REVIEW AND EXAMINATION**

1. The Claims Manager shall have the right to review the eligibility of every Claimant throughout the period during which benefits are received. This right shall include, but shall not be limited to:
  - (a) Requiring Claimant to undergo a reasonable number of medical examinations by physician or physicians chosen by the Claims Manager;
  - (b) Requiring Claimant to testify as to his current condition; and
  - (c) Requiring Claimant or any other involved parties to provide any documentation, books or records that bear on Claimant's case.

#### **SECTION 9. TERMINATION OF BENEFITS**

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

#### **SECTION 10. DISPUTE RESOLUTION**

1. Any determination by the Claims Manager shall be final and binding unless appealed by the Claimant or his designee by filing a demand for arbitration within ten (10) calendar days of receipt of notice of that determination to the Claimant and Union from the Claims Manager. The Demand shall be filed by the Claimant either by certified mail, return receipt requested or email with the Claims Manager. The Claims Manager shall then select an arbitrator on a rotating basis from a panel of four (4) arbitrators to which the parties shall have agreed. If that arbitrator cannot arbitrate within forty-five (45) calendar days from initial contact, the Claims Manager shall go to the next panel arbitrator unless the parties have agreed otherwise. If after exhaustion of this process, none of the agreed upon arbitrators are available or four (4) arbitrators have not been impaneled, the Claims Manager shall so notify the Claimant and the Union. The Claimant shall then have ten (10) calendar days to file a demand for arbitration with the New York State Public Employment Relations Board under its normal rules. The arbitrator's decision shall be final and binding on the County, Union and the Claimant,

subject to Article 75 of the Civil Practice Law and Rules. The cost of the arbitrator shall be borne equally by the parties. The parties shall be responsible for the cost of their own attorneys and witnesses. Absent extenuating circumstances, the hearing shall be held within forty-five (45) calendar days of the filing of the appeal. During the pendency of the disputed claim, the Claimant shall receive 207-c benefits subject to the provisions otherwise provided herein and as follows.

- (a) Absent extenuating circumstances, if the Union or the Claimant is unavailable within the forty-five (45) calendar day period, 207-c benefits shall cease at the end of the forty-five (45) calendar day period, at which time the Claimant may use accruals or receive Workers' Compensation benefits if eligible. If the Union or the Claimant adjourns the hearing, 207-c benefits shall cease, at which time the Claimant may use accruals or receive Workers' Compensation benefits if eligible.
2. The panel of four (4) arbitrators shall be chosen as follows: promptly after execution of the 2017-2020 Collective Bargaining Agreement, the parties shall meet and agree upon a panel within thirty (30) days of ratification of the Agreement.
3. If it is determined by the arbitrator that Claimant is ineligible for 207-c benefits, the Claimant shall reimburse the County for any benefits advanced by way of charge to accruals. Claimant may also reimburse the County in the form of a check to the Commissioner of Finance. If the Claimant has insufficient accruals, Claimant shall reimburse the County for monies advanced by way of payroll deduction within one hundred fifty (150) calendar days.
4. The above procedure shall apply to all contested claims and issues, including initial determination, continued eligibility, medical treatment and medical ability to perform light duty.
5. If an employee claims a reoccurrence or re-aggravation of a previous injury, the employee must complete a new application for benefits consistent with the procedures outlined in Section 3, Application for Benefits. Pending a determination on the application, the Claimant shall be placed on sick leave. If the Claimant has no available sick leave, the Claimant may use vacation, personal leave, or compensatory time to remain on the payroll. If the Claimant does not have sufficient accruals the Claimant shall be placed on leave without pay. If after claim investigation it is determined that the Claimant is entitled to General Municipal Law Section 207-c benefits all leave related to the claim that are utilized by the Claimant during the appeal will be restored to the Claimant's leave accruals.

#### **SECTION 11. COORDINATION WITH WORKERS' COMPENSATION BENEFITS**

Upon payment of 207-c benefits, any wage or salary benefits awarded by the Workers' Compensation Board shall be payable to the County for periods during which a Claimant received 207-c benefits. If Claimant received any Workers' Compensation benefits which were required to be paid to the County, Claimant shall repay such benefits to the County, or

such amounts due may be offset from his salary or any 207-c benefits thereafter. Upon termination of 207-c benefits, any continuing Workers' Compensation benefits shall be payable to Claimant.

**SECTION 12. DISCONTINUATION OR REDUCTION OF SALARY AND WAGES OR OTHER BENEFITS**

1. Payment of all 207-c benefits shall be discontinued with respect to any Claimant who is granted an ordinary or accidental disability pension.
2. Payment of 207-c salary and wages shall be offset by any payments the Claimant receives from the Social Security Administration pertaining to his injury or illness, as required by law.

**SECTION 13. APPEALS**

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

**SECTION 14. AFFIRMATION**

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

**APPENDIX H**  
**WEEKLY CANINE REPORT**

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

Pursuant to the collective bargaining agreement, I hereby request:

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

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

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

\_\_\_\_\_ (date) between the hours of \_\_\_\_\_ and \_\_\_\_\_ for \_\_\_\_\_.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Correction Officer

**APPENDIX I**  
**MEMORANDUM OF AGREEMENT**