RESOLUTION NO. 2024168

RE: RATIFYING THE 2024-2026 AGREEMENT BETWEEN DUTCHESS COUNTY AND THE DUTCHESS COUNTY DEPUTY SHERIFF'S POLICE BENEVOLENT ASSOCIATION, INC. AND AMENDING THE 2024 ADOPTED COUNTY BUDGET

Legislators CASWELL, TRUITT, POLASEK, D'AQUANNI, ROLISON, VERSACI, GORMAN, FAUST, MC HOUL, VALDÉS SMITH, and LAWLER offer the following and move its adoption:

WHEREAS, the negotiating teams for Dutchess County and the Dutchess County Deputy Sheriff's Police Benevolent Association, Inc. (DCPBA) have negotiated a proposed Collective Bargaining Agreement regarding the terms and conditions of employment for the bargaining unit for the years January 1, 2024 through December 31, 2026, and

WHEREAS, the DCPBA has ratified a Memorandum of Agreement which modifies the January 1, 2020 – December 31, 2023 Collective Bargaining Agreement, and

WHEREAS, a copy of the Memorandum of Agreement, signed August 9, 2024, is attached hereto and made a part hereof, and

WHEREAS, the terms of the Memorandum of Agreement shall be incorporated into the Collective Bargaining Agreement, and

WHEREAS, it is necessary to authorize the County Executive to enter into a new Collective Bargaining Agreement with DCPBA, and

WHEREAS, it is necessary to amend the 2024 Adopted County Budget to reflect the fiscal changes resulting from the ratification of the Memorandum of Agreement and Collective Bargaining Agreement, now, therefore be it

RESOLVED, that the Collective Bargaining Agreement between Dutchess County and the Dutchess County Deputy Sheriff's Police Benevolent Association, Inc. (DCPBA) be ratified in substantially the same form and content as attached hereto, and such Collective Bargaining Agreement shall be the sole, final, entire and existing Agreement between the parties, and be it further

RESOLVED, that the County Executive or her designee is hereby authorized and empowered to execute and deliver the Collective Bargaining Agreement on behalf of the County, which shall incorporate the terms of the attached fully executed Memorandum of Agreement adopted by this Legislature in substantially the same form and content and made a part hereof, and be it further

RESOLVED, that the Commissioner of Finance is authorized, empowered and directed to facilitate the transfer of funds and record budget amendments within the 2024 Adopted County Budget, as necessary, to provide for the retroactive payments that result from the attached Agreement, and be it further

RESOLVED, that the Commissioner of Finance is further authorized, empowered and directed within the appropriations authorized herein, to make such other budget amendments as necessary to facilitate transfers among departments and the Appropriated Fund Balance to implement the provision of the salary adjustments as set forth in the appropriations attached here and as shown below.

APPROPRIATIONS

Increase

A.1310.1010.1025	Positions- Contractual Payroll Adjustment	$1,000,000
		$1,000,000

REVENUES

Increase

A.9998.95990.01	Appropriated Fund Balance	$1,000,000
		$1,000,000

CA-106-24
TJL/rjw
G-0175-A
09/12/24
Fiscal Impact: See Attached.

APPROVED
Susan J Serino
SUSAN J. SERINO
COUNTY EXECUTIVE

Date 10-18-2024

STATE OF NEW YORK
ss:
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess, have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 15th day of October 2024, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 15th day of October 2024.

DUTCHESS COUNTY SEAL

Leigh Wager

LEIGH WAGER, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost $ 1,000,000

Total Current Year Revenue $ _____
and Source

Fund Balance

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

Identify Line Items(s):
See attached

Related Expenses: Amount $ 0
Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): $1,000,000
Over ThreeYears 2024-2026: $5,605,000

Additional Comments/Explanation:
The buget amendments reflect the changes necessary to the 2024 Adopted County budget for the current year cost of the 3 year PBA agreement effective 1/1/2024- 12/31/2026. This resolution also authorizes the Commissioner of Finance to move funds between the units of government to pay the retroactive salary increases as well as the health insurance adjustment and all related costs.

Prepared by: Jessica White, Budget Director Prepared On: 9/11/2024

Out pdf

SUE SERINO
COUNTY EXECUTIVE

STEVEN J. RECTOR
COMMISSIONER

DUTCHESS COUNTY GOVERNMENT
HUMAN RESOURCES

MEMORANDUM

TO: Susan Serino, County Executive

FROM: Steven J. Rector, Commissioner

DATE: September 11, 2024

RE: Resolution Request

The negotiating teams for Dutchess County and the PBA have agreed to a proposed collective bargaining agreement regarding the terms and conditions of employment for the bargaining unit for the 2024 – 2026 term and have signed a memorandum of agreement for the period of January 1, 2024 through December 31, 2026.

The tentative timeline for the PBA retroactive paychecks is as follows:

October 15	Legislative approval
November 8	Raises in 11/8 paycheck with new rates for pay period 10/19-11/1
December 13	Print/pay retro payments

The resolution request is necessary to amend the 2024 Adopted County budget to reflect the fiscal changes resulting from the ratification of the memorandum of agreement and collective bargaining agreement.

Attach.

22 Market Street, Poughkeepsie, New York 12601 | (845) 486-2169 | Fax: (845) 486-2186
dutchessny.gov

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
THE SHERIFF OF THE COUNTY OF DUTCHESS,
THE COUNTY OF DUTCHESS
AND
THE DUTCHESS COUNTY DEPUTY SHERIFF'S POLICE BENEVOLENT ASSOCIATION, INC.

The January 1, 2020 through December 31, 2023 Collective Bargaining Agreement by and between the parties is hereby modified as follows. All other provisions remain unchanged except modification of dates where applicable and contextual changes required for the integrity of the contract. The effect of these provisions shall be subject to approval by the Dutchess County Legislature and ratification by the Dutchess County Deputy Sheriffs' Police Benevolent Association, Inc."

1. Term of the Agreement

   January 1, 2024 - December 31, 2026.

2. **ARTICLE IV, COMPENSATION**
   COLA Adjustments:

   Effective January 1, 2024: 4% + $2,500.00

   Effective January 1, 2025: 4% + $2,500.00

   Effective January 1, 2026: 3.25%

3. **ARTICLE X, HEALTH INSURANCE, WELFARE TRUST FUND AND RETIREMENT PLANS**
   Modify Section 1(b) to remove sentence relating to employees hired prior to 1979, and add a sentence to decrease the contribution from 20% to 15% after 10 years of service.

ARTICLE X
HEALTH INSURANCE, WELFARE TRUST FUND AND RETIREMENT PLANS

SECTION 1. HEALTH INSURANCE FOR CURRENT EMPLOYEES

(a) Bargaining unit employees shall be eligible for health insurance according to section (b). Coverage may be either on an individual or family basis, upon the election of the employee. Employees may choose from any of the available County plans, which are, as of July 1, 2016, MVP CoPlan 20+ and NYSHIP Empire or NYSHIP The Empire Plan.

(b) Every Employee hired on or after November 1, 1979 will contribute twenty percent (20%) of the premium cost of the Employer insurance plan applicable to the Employee and/or his/her family. ~~The Employer shall pay one hundred percent (100%) of the premium of such plan for Employees and their families hired before November 1, 1979.~~ Effective January 1, 2024, on the 1st of the month following an Employees' commencement of their eleventh (11th) year of employment, the Employee shall contribute fifteen (15%) percent of the premium cost of the Employer Health Insurance Plan applicable to the Employee and/or his family. For current employees who are already beyond their eleventh (11th) year of employment, this benefit will be effective the 1st payroll of January 2024.The Employee contribution shall be in twenty-four (24) equal payroll deductions to be taken in the first two paychecks actually paid (issued) in any calendar month.

(c) Coverage begins the first of the month following the date of employment. In order for coverage to be effective, the employee must complete their application within thirty (30) days of their date of hire. Coverage ceases at the end of the calendar month of separation. Coverage shall be maintained while an employee is receiving payments pursuant to Workers' Compensation or Disability Insurance, as provided through the County.

(d) Plan eligibility and enrollment deadlines are subject to carrier and legal requirements.

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

(f) The County reserves the 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 thereof and shall seek mutual acceptance with the Union for the purpose of reducing the cost of such double coverage.

(g) The P.B.A. acknowledges that the Employer has established 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. The parties agree that the P.B.A. shall be entitled to one (1) member on the Committee and shall participate freely in all discussions and actions of the Committee. The P.B.A. agrees to support and implement all decisions collectively made by the Committee.

4.

FLSA CONTRACT UPDATE

Update contract language to be in compliance with Fair Labor Standards Act.
Amended language to accommodate OT payments in compliance with FLSA, including revision to Shift Differential so all hours are paid according to when they occur (elimination of 60% Rule).

ARTICLE IV
COMPENSATION

SECTION 3, DIFFERENTIAL COMPENSATION

A workday will be broken into three work periods and Employees working other than the daytime work period (B line) will be recognized for pay purposes according to actual time worked: ~~to be within the work period wherein over sixty percent (60%) of the working hours are set:~~

(a) B Line – ~~6~~8:00 a.m. to ~~6~~4:00 p.m. – the base rate established by the salary plan.
(b) C Line – ~~6~~4:00 p.m. to 12:00 midnight – the base rate established by the salary plan for B Line personnel, plus five percent (5%).
(c) A Line – 12:00 midnight – 8:00 a.m. – the base rate established by the salary plan for B Line personnel, plus ten percent (10%).

SECTION 5. EMERGENCY CALL-BACK PAY

An 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 at a minimum of 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. Time worked during the call-back will be credited toward an Employee's total working hours for the purposes of determining if overtime compensation under the FLSA is payable in the workweek in which the call-back occurs. however. the premium rate will not be used in the regular rate calculation for the overtime hours in the work week, in accordance with 29 USC Section 207 (e).

ARTICLE VIII
OVERTIME

SECTION 1, OVERTIME AND THE FAIR LABOR STANDARDS ACT

(a) Overtime for all Employees is defined as all hours worked in excess of forty (40) hours per work week. Overtime shall be compensated ~~at the rate of 1 ½ times the Employee's normal hourly rate of pay or compensatory time at the rate 1 ½ times the time worked.~~ 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 29 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 work week. The regular rate used to calculate the employee's overtime compensation will be calculated using the blended rate, or weighted average method. Employees will have a choice of whether to be paid in money or earn compensatory time off. Employees shall be allowed to earn no more than one hundred sixty (160) hours of compensatory time off in a year nor to exceed one hundred sixty (160) hours of compensatory time off accruals at any time. Any Employee who has reached the one hundred sixty (160) hours threshold and earns overtime shall be paid in money. Compensatory time off must be taken within twelve (12) months of the date on which it was earned, or the Employee will have the option to convert the time to vacation time or to be paid for it. 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. If no such notification is given, the compensatory time off will convert to vacation time.

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

(b) No Employee shall be compensated for overtime unless he was first properly directed to work such overtime by the Sheriff or his designee.

(c) Compensatory time may also be earned at straight time. If compensatory time is earned at straight time rates, it shall be treated in all other respects as compensatory time in accordance with Sections (a) above and (d) below.

(d) Compensatory time, whether earned at overtime or straight time rates, shall, after appropriate conversion, be credited at a single straight time rate. For example, when 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.

(e) Employees who work a detail that is reimbursable by a municipality within Dutchess County shall be paid for said detail, and shall not be allowed to receive compensatory time.

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. For work in excess of the forty (40) hour workweek requiring overtime payment based upon the Employee's regular rate of pay, the regular rate of pay for payment of overtime (work in excess of forty (40) hours in the workweek) shall be in accordance with the FLSA as outlined above.

SECTION 3. HOLIDAY WORK

An Employee who is required to work on a holiday shall be paid at a minimum of the premium rate of time and one half the hours worked ~~in accordance with the previous subsection~~ in addition to the payment of a normal day's pay (i.e., 8 hours of pay at straight time). Time worked during the holiday will be credited toward an Employee's total working hours for the purposes of determining if overtime compensation under the FLSA is payable in the workweek in which the holiday occurs, however, the premium rate will not be used in the regular rate calculation for the overtime hours in the work week, in accordance with 29 USC Section 207 (e) or other applicable sections of the FLSA..

SECTION 4. IN LIEU DAY

Should a holiday fall on an Employee's normal day off, he shall be granted eight (8) hours of compensatory time in lieu of the holiday.

SECTION 5. WORKWEEK COMPUTATION

For the purpose of Section "1(a)" of this Article, an un-worked holiday or approved paid leave in an Employee's normal work week shall be considered as time worked, except as hereinafter provided, in accordance with other applicable sections of this agreement. 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~~6. DISTRIBUTION OF OVERTIME
Overtime shall be rotated on an equitable basis among all qualified Employees within the Unit consistent with the most efficient operation of the Unit.

SECTION ~~8~~7. 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~~8. LINE-UP PAY
(a) Employees shall receive line-up pay computed in accord with the overtime provisions of the contract, if worked. The County shall have no other liability for such payments whatsoever.

(b) Actual Line-up time worked shall be recorded when it occurs and paid ~~and incorporated into the bi-weekly pay check in lieu of any other payments~~ according to Section 1 above.

~~**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 29 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 work week, except in the case of line up time which shall be paid as provided in Section "9" hereof.~~

5.

ARTICLE IX, HOLIDAYS, VACATIONS, LEAVES, SECTION 2, VACATIONS.
Modify the provision so vacation will be awarded on a per payroll basis based on hours worked up to full time hours (i.e., excludes overtime or unpaid time and includes eligible paid time off). Vacation will be awarded on the last day of the payroll period and available for use the following payroll period. The benefit will not change, just the method of award.

ARTICLE IX
HOLIDAYS, VACATION, LEAVES

SECTION 2. VACATIONS
(a) Employees shall earn vacation from their adjusted benefit dates as follows:

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

Employees with six (6) months and one (1) pay period of service will be advanced one (1) weeks' vacation. After one (1) year of service, the second week of vacation will be credited. If the Employee takes vacation and leaves before one (1) year has been reached, he will have one (1) 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.

Section (a) sunsets upon implementation of section (b) and any accrued but unawarded time will be awarded on a prorated basis.

(b) Effective the first full payroll period of January 2025, all Employees, will be awarded vacation on a per payroll basis up to full time hours (i.e. excludes overtime or unpaid time and includes eligible paid time off). Vacation will be awarded on the last day of the payroll period and available for use the following payroll period.

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

Duration of Continuous Employment	**Vacation Hours Earned per Regular Hour Paid**
Up to 4 complete years*	0.0385 hours
Start of 5th year – 14 complete years	0.0577 hours
Start of 15th year- 19 complete years	0.0770 hours
Start of 20th year and over	0.0962 hours

New Deputy Sheriff Employees may not utilize vacation time in the first six (6) months of employment. If the Employee takes vacation and leaves before one (1) year has been reached, he will have one (1) 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 awarded with a lump sum payment for the vacation.

~~(b)~~(c) An annual vacation schedule shall be posted by the Sheriff's Office on or before December 1st of each year. Said schedule shall list all available vacation slots for the next calendar year by shift and title, according to the operational needs of the Sheriff's Office. Employees shall be canvassed by seniority for their requests for vacation. The completed vacation list shall be submitted to the Sheriff or his designee no later than December 15th. Vacation requests of no more than three (3) weeks shall be honored on the basis of seniority. Any conflicts in scheduling shall be resolved in favor of the more senior Employee as determined by the most current seniority list, subject to the operational needs of the Sheriff's Office. A tentative vacation schedule shall be posted on January 3rd of each year. Employees 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. Any conflict in selection of vacation time shall be resolved in favor of the more senior Employee as above. A final annual vacation schedule shall be posted on January 15th of each year. Once the final list is posted, an Employee's vacation cannot be displaced by a more senior Employee and cannot be denied except in the event of a riot, natural disaster or declared emergency. After January 15th, vacation requests shall be scheduled based upon the operational needs of the Sheriff's Office on a first come-first served basis.

~~(c)~~(d) An Employee may utilize vacation credits in minimum units of one (1) day. There shall be no restriction as to the amount of vacation time used by an individual Employee except as provided above. Employees shall be allowed to accrue vacation credits up to an amount not to exceed forty-five (45) days. Days accrued beyond that limit shall be converted to sick days. The cap will remain in effect throughout 2024. In 2025, the cap will be waived until June 30, 2025. On July 1, 2025, the cap goes back in to effect.

~~(d)~~(e) Employees shall retain any earned vacation benefits if they transfer between Units within the Employer's or the County's service.

~~(e)~~(f) Upon death, retirement or separation from the Employer in good standing, Employees, or in the event of the Employee's death his designated beneficiary, 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 prorated monetary value of vacation time from his previous adjusted benefit date to the date of death or retirement in addition

to the monetary value of his accumulated unused vacation time up to the earned maximum as specified in subdivision (c) above.

6.

ARTICLE IX, HOLIDAYS, VACATIONS, LEAVES, SECTION 3, SICK LEAVE.

Modify the provision so sick time will accrue on a per payroll basis based on hours worked up to full time hours (i.e. excludes overtime or unpaid time and includes eligible paid time off). Sick will be awarded on the last day of the payroll period and available for use the following payroll period. The benefit will not change, just the method of award.

ARTICLE IX
HOLIDAYS, VACATION, LEAVES

SECTION 3. SICK LEAVE

Accumulated sick leave shall be used only for an Employee's personal illness, or an illness in his immediate family requiring him to be with his immediate family. For the purpose of this Section, immediate family means an Employee's spouse, children, mother or father. For the purpose of this Section, an Employee may use up to eighty (80) hours sick leave from date of birth to care for an otherwise well newborn.

(a) For an Employee hired prior to January 1, 2020 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, 2020, 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-hour increments.

This Section will sunset upon implementation of section (b).

(b) Effective the first full pay period in January 2025, all Employees shall earn sick leave on a per payroll basis at a rate based on their current hire date as noted below. Regular Hours include hours worked up to full time hours (i.e. excludes overtime or unpaid time and includes eligible paid time off). Sick will be awarded on the last day of the payroll period and available for use the following payroll period.

Hire Date*	Sick Hours Earned per Regular Hour Paid
Prior to 1/1/2020	0.0462 hours
1/1/2020 or Later	0.385 hours

*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-hour increments.

~~(a)~~(c) Employees are responsible for reporting and justifying their use of sick leave. Advance notification of sick leave shall be given whenever possible. Notification of use of sick leave must be given no later than 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)~~(d) 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)~~(e) If an Employee has used six (6) days of sick leave during the course of a twelve (12) month period, without proof as set forth in section (c ~~b~~) of this article, the Sheriff may require the aforementioned proof of examination before any subsequent absence may be charged against accumulated sick leave credits. Such proof of illness may be required for up to 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.

~~(d)~~(f) 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 and performed within ten (10) working days after the Sheriff receives, in writing, notice from the Employee's physician that he is capable of returning to work and performing his normal duties without jeopardizing his own health and safety or that of his fellow Employees. In the event the examination does not occur within ten (10) working days, the Employee will be placed back on the payroll, and, in the discretion of the 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)~~(g) 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)~~(h) Except as provided in (j ~~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 year of his resignation, any sick leave credits canceled at the time of resignation will be reinstated.

~~(g)~~(i) The Sheriff, upon the approval by the County Executive and County Legislature, may grant sick leave at half pay for personal illness to an Employee having not less than one year of service, after all of his sick leave and vacation credits have been used, subject to the provisions of Resolution No. 466 of 1973 entitled "Guidelines for Administration of the 1/2 Pay Sick Leave Policy for County Employees."

~~(h)~~(j) Upon retirement or death while in County employment, an Employee or an Employee's estate, shall have the following options to be paid for accumulated sick leave:

1.

(a). Exercise the options pursuant to Section 41(j) of the New York State Retirement and Social Security Law;

(b). Receive a payment of one (1) day for each two (2) days accumulated for a maximum of one hundred fifty (150) days paid for three hundred (300) days accumulated. An employee must have at least one hundred fifty (150) days accumulated to exercise this option;

(c). An Employee with a minimum of one hundred twenty five (125) days of sick leave, up to a maximum of three (300) days, may convert such unused sick leave at the rate of seventy five percent (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.

2. All payments and sick leave accruals under this provision shall be based on salary schedules in existence at the time of death or retirement.

7.

APPENDIX H GENERAL MUNICIPAL LAW SECTION 207-C PROCEDURE.

Modify Appendix to clarify procedures and amend certain timeframes and approvals.

APPENDIX H
GENERAL MUNICIPAL LAW SECTION 207-C PROCEDURE

SECTION 1. APPLICABILITY.

Section 207-c of the General Municipal Law provides that any Deputy Sheriff 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 Deputy Sheriff of the County of Dutchess who is injured or taken sick as a result of the performance of his duties so as to necessitate medical or other lawful or remedial treatment.

(d) "Claims Manager" shall mean a representative of the Director of Risk Management ~~and the Sheriff~~ who is ~~are~~ charged with the responsibility of administering the procedures herein.

(e) "Section 207-c Benefits" shall mean those benefits which are provided by law including the full amount of the regular salary or wages and medical treatment and hospital care necessitated by reason of such injury or illness, health insurance, and contributions to the P.B.A. Welfare Fund.

(f) "Days" shall mean business days unless otherwise noted.

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

SECTION 3. APPLICATION FOR BENEFITS

1. If a Claimant is injured or taken sick as a result of the performance of their ~~his~~ duties, Claimant or Claimant's supervisor shall complete and file a written incident report with the Sheriff or ~~his~~ designee within twenty four (24) hours of the injury or illness or discovery of the injury or illness. The written report shall be signed by Claimant, if able, and shall act as the application for requesting 207-c eligibility and benefits. Upon sufficient reason, a late application for 207-c benefits may be accepted in the discretion of the Sheriff, which shall not be unreasonably denied.

2. The incident report shall include, to the extent practicable, the following information:
   (a) the time, date and place of the incident;
   (b) a detailed statement of the facts surrounding the incident;
   (c) the nature and extent of Claimant's injury or illness;
   (d) the name of any possible witness(es) to the incident; and
   (e) the name and address of all of Claimant's treating physicians.

3. ~~The initial determination of eligibility for 207-c benefits shall be made by the Sheriff or his designee and shall be made within two (2) days of receipt of the completed application. The application shall be submitted to the administrative staff from the Law Enforcement Division. The administrative staff shall~~ 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 the injury or illness available to the Claimant at the time of 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 ot the completed application. The Claims Manager shall have all the authority set forth in Section 4 of these procedures and have the right to investigate the circumstances of the injury or illness. Claimant must cooperate with the investigation and provide all information, reports and documentation necessary for the county to determine the nature of the illness or injury or whether the Claimant was injured or taken ill in the performance of duty. Failure to cooperate may, in the discretion of the Sheriff, result in the suspension of benefits, which shall not be unreasonably denied.

4. ~~Claimant shall begin receiving benefits immediately upon filing the application as provided in Section 3 of this procedure unless an initial determination that the Claimant is not entitled to benefits has already been made and the Claimant does not object. These benefits shall not be terminated or interrupted without the benefit of the procedures set forth in Section 10. The receipt of 207-c benefits shall not be deemed to be an admission that the Claimant is entitled to 207-c benefits.~~ 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 section 207-c benefits all leave accruals related to the claim that is utilized by the Claimant during the appeal will be restored to the Claimant's leave accruals within the current or next pay period.

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

6. If it is determined the application will be denied, t~~T~~he initial determination shall be mailed to Claimant ~~and the Claims Manager~~ within two (2) business days after the determination is made.

7. There is a continuing obligation on the part of the Claimant to apprise the Sheriff/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.

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

SECTION 5. MEDICAL TREATMENT

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

treatment or fails to cooperate with medical examinations shall be deemed to have suspended rights to benefits from that day forward, subject to Section 10.

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

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.

3. If the Claimant returns to work in a light duty assignment within six (6) months from the beginning of his leave, Claimant shall be given the same days off that he had when the leave commenced, unless otherwise agreed.

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

   (a) If the refusal is not based upon medical documentation, benefits shall be discontinued upon the refusal.

   (b) 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 light duty assignments at least every ninety (90) calendar days.

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

SECTION 7. CHANGES IN CONDITION OF CLAIMANT

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

2. If an employee claims a reoccurrence or re-aggravation of a previous injury, including but not limited to the scenario when an employee is working light or full duty and then claims they can no longer work and in said capacity, then 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 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 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 is utilized by the Claimant during the appeal will be restored to the Claimant's leave accruals.

SECTION 8. RIGHT OF PERPETUAL REVIEW AND EXAMINATION

1. The Claims Manager shall have the right to review the eligibility of every Claimant throughout the period during which benefits are received. This right shall include, but shall not be limited to:
   (a) requiring claimant to undergo a reasonable number of medical examinations by physician or physicians chosen by the Claims Manager;

(b) requiring Claimant to testify as to his current condition; and

(c) requiring Claimant or any other involved parties to provide any documentation, books or records that bear on Claimant's case.

SECTION 9. TERMINATION OF BENEFITS

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

SECTION 10. DISPUTE RESOLUTION

1. Except where otherwise specifically provided, Claimant shall file all requests for appeals to the Claims Manager in the appropriate form within ten (10) days from the receipt of notice of all contested claims or actions. Contested claims or actions shall be appealed to an independent hearing officer (arbitrator) selected on a rotating basis from a panel agreed to by the parties. ~~If the parties cannot agree upon a panel, they shall select an arbitrator from the American Arbitration Association under its normal rules.~~ The hearing officer'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 hearing officer shall be borne equally by the parties. Parties shall be responsible for the cost of their own attorneys and witnesses. Absent extenuating circumstances, the hearing shall be held within thirty (30) calendar days of the filing of the appeal. If a hearing officer is unavailable within the thirty (30) calendar day period, the parties agree to go to the next name on the hearing officer list. ~~During the pendency of the disputed claim, the Claimant shall receive 207-c benefits subject to the following.~~

2. 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 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 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. Absence 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.

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

3. Absent extenuating circumstances, if the Union or the Claimant is unavailable within the thirty (30) calendar day period, 207-c benefits shall cease at the end of the thirty (30) 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.

4. If there is a medical dispute between Claimant's doctor and the County's doctor as to whether the Claimant is disabled or unable to perform his duties or if medical treatment is needed, the parties agree to submit the medical dispute to an arbitrator selected pursuant to Section 10(1).

5. If it is determined 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 deduction within one hundred fifty (150) calendar days.

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

SECTION 11. COORDINATION WITH WORKERS' COMPENSATION BENEFITS

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

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

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

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

SECTION 13. APPEALS

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

SECTION 14. AFFIRMATION

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

Dated: August 9, 2024

COUNTY OF DUTCHESS

By: _____

RACHEL M. KASHIMER, DEPUTY COUNTY EXECUTIVE

DUTCHESS COUNTY SHERIFF

By: _____

JASON W. MARK, UNDERSHERIFF OF THE COUNTY OF DUTCHESS

DUTCHESS COUNTY DEPUTY SHERIFFS' POLICE BENEVOLENT ASSOCIATION, INC.

By: _____

NEIL STUART, PRESIDENT

Clean 9/19/24

AGREEMENT

BY AND BETWEEN

THE SHERIFF OF THE COUNTY OF DUTCHESS,

THE COUNTY OF DUTCHESS,

AND

THE DUTCHESS COUNTY DEPUTY SHERIFFS POLICE BENEVOLENT ASSOCIATION, INC.

JANUARY 1, 2024 – DECEMBER 31, 2026

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AGREEMENT

THIS AGREEMENT, made as of the day of _____, 2024, 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 DEPUTY SHERIFFS POLICE BENEVOLENT ASSOCIATION, INC.**, having its principal place of business at 108 Parker Avenue, Poughkeepsie, New York 12601 (hereinafter referred to as the "P.B.A.").

This Agreement incorporates by reference, as if more fully set forth herein, a certain Memorandum of Agreement entered into by and between the parties dated August 9, 2024, and a copy of which is contained herein as Appendix I.

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 consecutive days during which the Employee does not appear on the payroll. This date affects accrual of leave time and payment of health insurance premiums.

"ADJUSTED LONGEVITY OR INCREMENT DATE"
The date on which an Employee is hired, adjusted by adding any period of more than five consecutive days during which the Employee does not appear on the payroll. This date affects the eligibility dates for increment or longevity awards.

"COUNTY"
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

"DATE OF HIRE"
The date on which an Employee is hired by the County.

"EMPLOYEE(S)"
A member of the work force of the Employer who is duly appointed to one of the titles set forth in Appendix "A", annexed to and made a part of this Agreement, who works the basic work week 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"
Means she, 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.

"P.B.A."
The Dutchess County Deputy Sheriffs' Police Benevolent Association, Inc.

"UNIT"
The Law Enforcement division within the Sheriff's Office.

ARTICLE II
RECOGNITION

SECTION 1. REPRESENTATION

The Employer agrees that the P.B.A. shall be the sole and exclusive representative of all Employees described in Article III for the purpose of collective bargaining and grievances for such period as provided 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 P.B.A., except where required by law.

SECTION 2. MEMBERSHIP DUES

The Employer shall deduct from the wages of Employees who sign an authorization form permitting such payroll deductions and remit to the P.B.A. regular membership dues, initiation fees, and such other charges as may be determined from time-to-time by the Trustees of the P.B.A. subject to payroll capability.

SECTION 3. NO STRIKE AFFIRMATION

The P.B.A. 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 P.B.A. 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) 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 P.B.A. upon request.

ARTICLE IV[1]
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 Schedule for 2023 (Appendix C)
(c) Annual Salary Schedule for January 1, 2024 (Appendix C-1)
(d) Annual Salary Schedule for January 1, 2025 (Appendix C-2)
(e) Annual Salary Schedule for January 1, 2026 (Appendix.C-3)
(f) Longevity Schedule (Appendix D)
(g) Rules for Administration for the Salary Plan (Appendix E)

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

SECTION 2. SALARIES

(a) The salary schedule for 2023 (Appendix C) reflects the base salaries pursuant to which the 2024-2026 salaries are calculated.

(b) The salary schedule for 2024 (Appendix C-1) reflects an increase over the 2023 Salary Schedule of four (4.0%) percent, plus $2,500.00, and shall be paid retroactively to January 1, 2024.

(c) The salary schedule for 2025 (Appendix C-2) reflects an increase over the 2024 Salary Schedule of four (4.0%) percent, plus $2,500.00.

(d) The salary schedule for 2026 (Appendix C-3) reflects an increase over the 2025 Salary Schedule of three and one-quarter (3.25%) percent.

(e) Retroactive salary increases will be paid only to those Employees who were on the payroll on the date of final ratification, or who had retired between January 1, 2024 and the date of final ratification, or any member that has, through continuous service, moved into a management position within the Sheriff's Department.

(f) The salary schedules for Sergeant and Lieutenant shall reflect the following differentials: Sergeants shall receive a fifteen (15%) differential over the top Deputy Step.

Lieutenants shall receive a ten (10%) differential over the Sergeant.

[1] Article IV, Sections 3 and 5 shall be replaced by Article IV attached hereto as Appendix J upon implementation of the FLSA update countywide at the County's discretion upon 30-days notice to the Union.

SECTION 3. DIFFERENTIAL COMPENSATION

A work day will be broken into three work periods and Employees working other than the daytime work period (B line) will be recognized for pay purposes to be within the work period wherein over sixty percent (60%) of the working hours are set:

(a) B Line – 6:00 a.m. to 6:00 p.m. – the base rate established by the salary plan.

(b) C Line – 6:00 p.m. to 12:00 midnight – the base rate established by the salary plan for B Line personnel, plus five percent (5%).

(c) A Line – 12:00 midnight – 6:00 a.m. – the base rate established by the salary plan for B Line personnel, plus ten percent (10%).

SECTION 4. DAYLIGHT SAVINGS, EASTERN STANDARD TIME CHANGES

When an Employee works the entire A Line 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 A Line 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

An Employee called back to work after his regular work shift or called in 4 or more hours before his regular work shift, shall be guaranteed a minimum of three (3) 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.

SECTION 6. COURT OR GRAND JURY PAY

Time accumulated when 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 increment structure, as reflected in Appendices "C-1" through "C-3", shall be paid to qualifying Employees if awarded pursuant to the annual performance appraisal provided for in Section "8" of this Article IV, effective the first full pay period following the Employee's 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 this 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 work flow, 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 result 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", to qualifying Employees if awarded pursuant to the annual performance appraisal provided in Section "8" above, effective the first full pay period following their 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. DETECTIVE, CIVIL DEPUTY AND PLAINCLOTHES EMPLOYEE STIPEND

(a) Employees duly designated, in the discretion of the Sheriff, to serve as Deputy Sheriff Detective shall receive an annual ten percent (10%) stipend above the employees' then current base salary.

(b) Employees duly designated to serve as Deputy Sheriff Detective Sergeants shall receive an annual stipend of three percent (3%) above the top step of Deputy Sergeant.

(c) Employees duly designated to serve as Deputy Sheriff Detective Lieutenants shall receive an annual stipend of three percent (3%) above the top step of Deputy Lieutenant.

(d) Each plainclothes Deputy Sheriff, including Civil, CAC, FIG, and Warrant Deputies, but excluding Detectives, shall receive a yearly clothing allowance of six hundred dollars

($600.00) payable in two equal installments on approximately January 1 and July 1 of each year.

SECTION 11. CANINE OFFICERS

All Employees assigned to the care and handling of a canine shall receive additional compensation as follows:

(a) For each calendar week that a canine is in the care and custody of an Employee, a sum of money equivalent to 4 hours of overtime, and

(b) For each calendar week that a canine is in the care and custody of an Employee, a sum of money equivalent to 10 hours of pay at the Federal minimum wage;

(c) Employees assigned under this Section shall be entitled to request equivalent compensatory time in lieu of payment pursuant to (a) above not to exceed a total of 40 hours annually;

(d) All Employees assigned under this Section shall be required to submit a Weekly Canine Report in the form set forth in Appendix "F".

ARTICLE V
WORKDAY AND WORK WEEK

SECTION 1. BASIC WORKDAY AND WORKWEEK

The basic work week for Employees is 40 hours per week, 8 hours per day for five (5) consecutive days. No Employee will regularly be required to work a split shift.

SECTION 2. ROAD PATROL/WORK WEEK, WORK SCHEDULE.

(a) The work week for bargaining unit employees assigned to the Road Patrol Division shall be five (5) consecutive days with two (2) consecutive days off. A schedule showing the assignments with the schedule of days off will be prepared by the Sheriff on an annual basis. The normal work day shall be eight (8) hours. It shall include a paid thirty (30) minute meal break and two (2) fifteen (15) minute break periods during each tour of duty, with the time thereof to continue on its present basis.

(b) Road Patrol Tours of Duty. The tour of duty or shifts for road patrols will approximate the following schedule:

A Line	Supervisors	11:00 p.m.-	7:00a.m.
	Deputy Sheriffs	12:00 midnight-	8:00 a.m.
B Line	Supervisors	7:00 a.m.-	3:00 p.m.
	Deputy Sheriffs	8:00 a.m.-	4.00 p.m.
C Line	Supervisors	3:00 p.m.-	11:00 p.m.
	Deputy Sheriffs	4:00 p.m.-	12:00 midnight

(c) Assignments.

(i) The non-supervisory members of the bargaining unit assigned to the Road Patrol Division shall on an annual basis bid for all assignments to each of the three (3) shifts based on seniority. This bid will be completed prior to the vacation bidding.

(ii) The number of individuals and available days off on Lines A, B and C shall rest solely with the Sheriff or his designee. A newly hired Deputy shall not be permitted to bid for their first eighteen (18) months of employment after completing MPTC training. During said eighteen (18) month period, assignments shall be at the discretion of the Sheriff.

(iii) In regard to all 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:

1. Disciplinary Problems
2. Training
3. Personality Conflicts Within the Shift
4. Improper Performance of Duty
5. Restricted or Light Duty
6. Need for Shifting Manpower

(d) Once assigned, road patrol members will follow the work schedule for that assignment.

(e) Vacancies in the Road Patrol Division. All vacancies shall be filled at the sole discretion of the Sheriff or his designee.

(f) Sergeants assigned to the road patrol may bid by seniority in rank for available days off as determined by the Sheriff or his designee. Lieutenants shall not participate in the bid process.

(g) Claimed violations of this Article shall not be subject to the grievance procedure, but may be appealed to the Sheriff or his designee.

SECTION 3. 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 4. OFF-DUTY WORK ASSIGNMENTS

All off-duty work assignments will be offered first to full-time Employees and will not be offered to others unless a full-time Employee is unavailable.

ARTICLE VI
SENIORITY

SECTION 1. DETERMINATION OF SENIORITY

Seniority shall be determined by the Employee's length of service as an Employee in a position in the bargaining unit. The effective date of hire as a full-time Deputy Sheriff shall be used as the original date of employment. Seniority in rank shall be determined by the effective date of the

Employee's full-time appointment to that rank. For the purpose of determining relative seniority between Employees who receive appointments to the rank of Deputy Sheriff on the same day, the Employee who receives the higher mark on the civil service examination shall be deemed to have the most seniority. Should the marks be tied, alphabetical order will control. For the purpose of determining relative seniority between employees who receive promotional appointments effective on the same day, the employee with the greater seniority in the department shall be deemed to have the most seniority.

SECTION 2. SENIORITY LIST

A current seniority list showing the names, length of service, department assignments and rank shall be furnished to the PBA on request. A copy of the list shall be maintained for inspection by members.

SECTION 3. LOSS OF SENIORITY

An employee shall forfeit seniority rights only for the following reasons:

(a) Resignation without reinstatement within one (1) year.
(b) Dismissal without reinstatement.
(c) Retirement.

SECTION 4. USE OF SENIORITY

Seniority shall determine preference for the purposes of selection of vacations, pass days and shifts consistent with Article V. In determining preference for the purpose of selection of vacations within a work period or division, the selection will be by seniority in rank.

ARTICLE VII
PAYROLL

SECTION 1. PAY FREQUENCY

Employees will be paid every two weeks.

SECTION 2. COPY OF PAYROLL

The Employer will provide the P.B.A. with a copy of the last payroll in each calendar quarter upon request.

SECTION 3. DIRECT DEPOSIT

(a) The County provides a 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 any over or underpayment occurs, it will be corrected in the next paycheck.

(b) Changes to a previously elected Direct Deposit option may be made at any time. The change will be effective within two (2) payroll cycles.

ARTICLE VIII[2]
OVERTIME

SECTION 1. TIME AND ONE-HALF

(a) Overtime for all Employees is defined as all hours worked in excess of forty (40) hours per week. Overtime shall 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. Employees will have a choice of whether to be paid in money or time. Employees shall be allowed to earn no more than one hundred sixty (160) hours of compensatory time in a year nor to exceed one hundred sixty (160) hours of compensatory time accruals at any time. Any Employee who has reached the one hundred sixty (160) hours threshold and earns overtime shall be paid in money. Compensatory time must be taken within twelve (12) months of the date on which it was earned, or the Employee will have the option to convert the time to vacation time or to be paid for it. 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. If no such notification is given, the compensatory time will convert to vacation time.

(b) No Employee shall be compensated for overtime unless he was first properly directed to work such overtime by the Sheriff or his designee.

(c) Compensatory time may also be earned at straight time. If compensatory time is earned at straight time rates, it shall be treated in all other respects as compensatory time in accordance with Sections (a) above and (d) below.

(d) Compensatory time, whether earned at overtime or straight time rates, shall, after appropriate conversion, be credited at a single straight time rate. For example, when 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.

(e) Employees who work a detail that is reimbursable by a municipality within Dutchess County shall be paid for said detail, and shall not be allowed to receive compensatory time.

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.

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[2] Article VIII shall be replaced by Article VIII attached hereto as Appendix J upon implementation of the FLSA update countywide at the County's discretion upon 30-days notice to the Union.

SECTION 4. IN LIEU DAY

Should a holiday fall on an Employee's normal day off, he shall be granted eight (8) hours of compensatory time in lieu of the holiday.

SECTION 5. WORKWEEK COMPUTATION

For the purpose of Section "1(a)" of this Article, an un-worked holiday or approved paid leave in an Employee's normal work week 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 the 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 computed in accord with the overtime provisions of the contract, if worked. The County shall have no other liability for such payments whatsoever.

(b) 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 29 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 work week, except in the case of line-up time which shall be paid as provided in Section "9" hereof.

ARTICLE IX
HOLIDAYS, VACATIONS, LEAVES

SECTION 1. HOLIDAYS

Saturdays, Sundays and legal holidays are allowed as days off with pay. An Employee whose normal work week 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.

(a) Paid holidays for employees hired prior to January 1, 2020 are as follows:

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 (Also known as President's Day)	Columbus Day	Christmas Day

(b) Paid holidays for employees hired on or after January 1, 2020 are as follows:

New Year's Day	Memorial Day	Veteran's Day
Martin Luther King Day	Independence Day	Thanksgiving Day
Lincoln's Birthday	Labor Day	Christmas Day
Columbus Day		

SECTION 2. VACATIONS

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

(i) Two (2) weeks of vacation after one (1) year of service. Employees with six (6) months and one (1) pay period of service will be advanced one (1) weeks' vacation. After one (1) year of service, the second week of vacation will be credited. If the Employee takes vacation and leaves before one (1) year has been reached, he will have one (1) 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.

Section (a) sunsets upon implementation of section (b) and any accrued but unawarded time will be awarded on a prorated basis.

(b) Effective the first full payroll period of January 2025, all Employees will be awarded vacation on a per payroll basis up to full time hours (i.e. excludes overtime or unpaid time and includes eligible paid time off). Vacation will be awarded on the last day of the payroll period and available for use the following payroll period.

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

Duration of Continuous Employment	**Vacation Hours Earned per Regular Hour Paid**
Up to 4 complete years*	0.0385 hours
Start of 5th year – 14 complete years	0.0577 hours
Start of 15th year – 19 complete years	0.0770 hours
Start of 20th year and over	0.0962 hours

New Deputy Sheriff Employees may not utilize vacation time in the first six (6) months of employment. If the Employee takes vacation and leaves before one (1) year has been reached, he will have one (1) 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 awarded with a lump sum payment for the vacation.

(c) An annual vacation schedule shall be posted by the Sheriff's Office on or before December 1st of each year. Said schedule shall list all available vacation slots for the next calendar year by shift and title, according to the operational needs of the Sheriff's Office. Employees shall be canvassed by seniority for their requests for vacation. The completed vacation list shall be submitted to the Sheriff or his designee no later than December 15th. Vacation requests of no more than three (3) weeks shall be honored on the basis of seniority. Any conflicts in scheduling shall be resolved in favor of the more senior Employee as determined by the most current seniority list, subject to the operational needs of the Sheriff's Office. A tentative vacation schedule shall be posted on January 3rd of each year. Employees 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. Any conflict in selection of vacation time shall be resolved in favor of the more senior Employee as above. A final annual vacation schedule shall be posted on January 15th of each year. Once the final list is posted, an Employee's vacation cannot be displaced by a more senior Employee and cannot be denied except in the event of a riot, natural disaster or declared emergency. After January 15th, vacation requests shall be scheduled based upon the operational needs of the Sheriff's Office on a first come-first served basis.

(d) An Employee may utilize vacation credits in minimum units of one (1) day. There shall be no restriction as to the amount of vacation time used by an individual Employee

except as provided above. Employees shall be allowed to accrue vacation credits up to an amount not to exceed forty-five (45) days. Days accrued beyond that limit shall be converted to sick days. The cap will remain in effect throughout 2024. In 2025, the cap will be waived until June 30, 2025. On July 1, 2025, the cap goes back into effect.

(e) Employees shall retain any earned vacation benefits if they transfer between Units within the Employer's or the County's service.

(f) Upon death, retirement or separation from the Employer in good standing, Employees, or in the event of the Employee's death his designated beneficiary, 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 prorated monetary value of vacation time from his previous adjusted benefit date to the date of death or retirement in addition to the monetary value of his accumulated unused vacation time up to the earned maximum as specified in subdivision (c) above.

SECTION 3. SICK LEAVE

Accumulated sick leave shall be used only for an Employee's personal illness, or an illness in his immediate family requiring him to be with his immediate family. For the purpose of this Section, immediate family means an Employee's spouse, children, mother or father. For the purpose of this Section, an Employee may use up to eighty (80) hours sick leave from date of birth to care for an otherwise well newborn.

(a) For an Employee hired prior to January 1, 2020 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, 2020, 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-hour increments.

This Section will sunset upon implementation of section (b).

(b) Effective the first full pay period in January 2025, all Employees shall earn sick leave on a per payroll basis at a rate based on their current hire date as noted below. Regular Hours include hours worked up to full time hours (i.e. excludes overtime or unpaid time and includes eligible paid time off). Sick will be awarded on the last day of the payroll period and available for use the following payroll period.

Hire Date*	Sick Hours Earned per Regular Hour Paid
Prior to 1/1/2020	0.0462 hours
1/1/2020 or Later	0.0385 hours

*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-hour increments.

(c) Employees are responsible for reporting and justifying their use of sick leave. Advance notification of sick leave shall be given whenever possible. Notification of use of sick leave must be given no later than 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.

(d) 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.

(e) If an Employee has used six (6) days of sick leave during the course of a twelve (12) month period, without proof as set forth in section (c) of this article, the Sheriff may require the aforementioned proof of examination before any subsequent absence may be charged against accumulated sick leave credits. Such proof of illness may be required for up to 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.

(f) 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 and performed within ten (10) working days after the Sheriff receives, in writing, notice from the Employee's physician that he is capable of returning to work and performing his normal duties without jeopardizing his own health and safety or that of his fellow Employees. In the event the examination does not occur within ten (10) working days, the Employee will be placed back on the payroll, and, in the discretion of the 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.

(g) When an Employee changes Units within the Employer's or the County's service, his accumulated sick leave credits shall be transferred with him.

(h) Except as provided in (j) 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 year of his resignation, any sick leave credits canceled at the time of resignation will be reinstated.

(i) The Sheriff, upon the approval by the County Executive and County Legislature, may grant sick leave at half pay for personal illness to an Employee having not less than one year of service, after all of his sick leave and vacation credits have been used, subject to the provisions of Resolution No. 466 of 1973 entitled "Guidelines for Administration of the 1/2 Pay Sick Leave Policy for County Employees."

(j) Upon retirement or death while in County employment, an Employee or an Employee's estate, shall have the following options to be paid for accumulated sick leave:

1(a). Exercise the options pursuant to Section 41(j) of the New York State Retirement and Social Security Law;

(b). Receive a payment of one (1) day for each two (2) days accumulated for a maximum of one hundred fifty (150) days paid for three hundred (300) days accumulated. An employee must have at least one hundred fifty (150) days accumulated to exercise this option;

(c). An Employee with a minimum of one hundred twenty five (125) days of sick leave, up to a maximum of three (300) days, may convert such unused sick leave at the rate of seventy five percent (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.

2. All payments and sick leave accruals under this provision shall be based on salary schedules in existence at the time of death or retirement.

SECTION 4. SICK LEAVE BANK

(a) The Employer and the P.B.A. will establish and jointly administer an Employee contributed sick leave bank. The purpose of the sick leave bank shall be to provide a source of sick leave for Employees who are victims of catastrophic, prolonged, and/or disabling illnesses and who have used all their accumulated benefit leave, provided they meet the qualifications for use of the bank.

(b) Each Employee shall be required to contribute two (2) sick days initially to the sick leave bank. Thereafter, Employees shall be required to contribute equally up to two (2) days annually as needed to maintain the sick leave bank at a level of at least two hundred (200) days. Contributions, if necessary, shall be made on January 1st and July 1st of each year. Employees shall not be required to contribute until after completion of one (1) full year of County service and such Employees may not withdraw benefits from the sick leave bank until after the completion of one (1) full year of County service.

(c) Employees who have exhausted all accumulated benefit leave and have been out of work for more than thirty (30) days over the previous twelve (12) months due to a chronic, prolonged, catastrophic and/or disabling illness or injury shall be entitled to withdraw leave from the bank as required.

(d) Employees shall not accumulate or earn additional sick leave while utilizing sick leave from the bank established herein.

(e) Employees with less than five (5) years employment with the Employer shall be limited to thirty (30) days per year from the sick bank. Employees with more than five (5) but less than ten (10) years employment shall be limited to sixty (60) days per year. Employees with more than ten (10) years employment shall be limited to ninety (90) days per year.

(f) Requests for withdrawals from the sick leave bank shall be reviewed by a committee comprised of two individuals selected by the Employer and two selected by the P.B.A. A majority vote shall be required to approve any withdrawal. Any denial of a request for sick leave time shall be made in writing and shall set forth the reasons therefor.

(g) A written application for time from the sick leave bank shall be submitted to the committee by the Employee, or by a legally qualified relative or guardian. The application must be accompanied by a written statement from the Employee's physician verifying the medical need for continued absence. The committee may request an examination by a physician designated by the Employer at the Employer's request. Written application must be made within ten (10) days prior to the time benefit leave expires. The committee may waive this requirement for good cause. The committee shall render a written decision within seven (7) days of receipt of the application.

SECTION 5. 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 days personal leave shall be earned each January 1st. For new or reinstated Employees, personal leave days shall be earned on the date of employment on a pro-rated basis from the date of employment through December 31st of that year, except that new or reinstated Employees shall not be eligible to take personal leave days until ninety (90) days after their hire, or successful completion of their probationary period, whichever comes first, unless they indicate the purpose of the request during that period of time.

(d) Unused personal leave hours shall be added to the accumulated sick leave of each Employee at the end of each year.

(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 6. 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 7. LEAVE FOR COURT AND JURY ATTENDANCE

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

SECTION 8. 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 9. WORKERS' COMPENSATION LEAVE

(a) An Employee who is absent from work because of occupational injury or disease not covered by General Municipal Law § 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 shall not be deemed off the payroll for the purpose of the definition of the term adjusted increment, benefit and longevity date as set forth in Article I hereof.

SECTION 10. LEAVE OF ABSENCE WITHOUT PAY

The Sheriff or his designee may 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 11. CHILD CARE LEAVE

Upon request, immediately following 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 approval of the Sheriff or his designee.

SECTION 12. 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 13. BEREAVEMENT LEAVE

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

SECTION 14. 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 XII (10) of this Agreement.

ARTICLE X
HEALTH INSURANCE, WELFARE TRUST FUND AND RETIREMENT PLANS

SECTION 1. HEALTH INSURANCE FOR CURRENT EMPLOYEES

(a) Bargaining unit employees shall be eligible for health insurance according to section (b). Coverage may be either on an individual or family basis, upon the election of the employee. Employees may choose from any of the available County plans, which are, as of July 1, 2016, MVP CoPlan 20+ and NYSHIP Empire or NYSHIP The Empire Plan.

(b) Every Employee hired on or after November 1, 1979 will contribute twenty percent (20%) of the premium cost of the Employer insurance plan applicable to the Employee and/or his/her family. Effective January 1, 2024, on the 1st of the month following an Employees' commencement of their eleventh (11th) year of employment, the Employee shall contribute fifteen (15%) percent of the premium cost of the Employer Health Insurance Plan applicable to the Employee and/or his family. For current employees who are already beyond their eleventh (11th) year of employment, this benefit will be effective the 1st payroll of January 2024. The Employee contribution shall be in twenty four (24) equal payroll deductions to be taken in the first two paychecks actually paid (issued) in any calendar month.

(c) Coverage begins the first of the month following the date of employment. In order for coverage to be effective, the employee must complete their application within thirty (30) days of their date of hire. Coverage ceases at the end of the calendar month of separation. Coverage shall be maintained while an employee is receiving payments pursuant to Workers' Compensation or Disability Insurance, as provided through the County

(d) Plan eligibility and enrollment deadlines are subject to carrier and legal requirements.

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

(f) The County reserves the 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 thereof and shall seek mutual acceptance with the Union for the purpose of reducing the cost of such double coverage.

(g) The P.B.A. acknowledges that the Employer has established 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. The parties agree that the P.B.A. shall be entitled to one (1) member on the Committee and

shall participate freely in all discussions and actions of the Committee. The P.B.A. agrees to support and implement all decisions collectively made by the Committee.

SECTION 2. LINE OF DUTY DEATH

Effective January 1, 2011, should an employee suffer a performance of duty death, the surviving spouse and/or dependents may elect to continue to participate in the Employer's health insurance plans at no premium cost.

SECTION 3. 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 buyout 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 awarded at the individual rate.

(c) An Employee, who meets the criteria above, may exercise the health insurance buyout by submitting an application to the County, any time during the year they elect to terminate County coverage but no later than the open enrollment period designated by the County, within that same calendar year that he/she terminated coverage, along with proof of alternative non-County health insurance coverage. The application shall be as prescribed by the County and made available by Risk Management. No award shall be made in the year in which application is made (i.e., coverage is dropped in June of 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 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 1st and December 15th the following year for application made in the current year. If an Employee leaves County employment before December 15th, he shall receive a buyout payment pro-rated on a monthly basis for the appropriate period.

(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 X, Section 4.

(i) Hand delivered applications must be time stamped by the Human Resources Department as proof of receipt. Applications emailed to Risk Management are also acceptable as proof of receipt.

SECTION 4. HEALTH INSURANCE FOR RETIRED EMPLOYEES

(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) Full time employees who retire after January 1, 2020, having at least twenty (20) years of service with the County and having met all the requirements of subsection (a) herein, shall be credited up to five (5) years of service credit for full time police employment worked in another jurisdiction.

(c) Spouses receiving health insurance coverage through a retired Employee may elect to continue such coverage at the time of the Employee's death. The County will pay fifty percent (50%) of the cost of the individual premium. In the event the surviving spouse also elects dependent coverage, such surviving spouse shall be responsible for one hundred (100%) of the additional premium cost. This benefit is effective for employees who retire after January 1, 2011.

SECTION 5. P.B.A. WELFARE TRUST FUND

(a) The Employer shall pay the sum of ninety-five dollars ($95.00) per month for each Employee to the P.B.A. Welfare Trust Fund.

(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 P.B.A. 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 P.B.A. Welfare Trust Fund.

SECTION 6. RETIREMENT PLANS

The Employer will continue to participate in the retirement plan provided in Sections 75-I, and 41(j) and Article 14-B twenty-five (25) year Special Retirement Plan for Deputy Sheriffs Engaged in Law Enforcement Activities of the New York State Retirement and Social Security Law. 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 and special retirement option Section 89-p.

ARTICLE XI
DISCIPLINARY SUPPLEMENTS

SECTION 1. CIVIL SERVICE LAW SECTION 75 SUPPLEMENT

Notwithstanding the requirements of Civil Service Law §75, the parties agree to the following supplements:

(a) "Disciplinary Proceeding" shall mean an administrative proceeding conducted by the Employer charging an Employee with misconduct or incompetence, including, but not limited to, a proceeding pursuant to Civil Service Law §75.

(b) Any Employee who is the potential subject of disciplinary action shall have the right to have present during any period of interrogation, an attorney and/or a member of the P.B.A. grievance committee. The Employee shall be given a reasonable opportunity to obtain the presence of an attorney or P.B.A. representative. No Employee who is the potential subject of a disciplinary investigation shall be interrogated unless and until the Employee is provided with sufficient information to reasonably apprise the Employee of the potential charges and specifications. The Employee shall be informed of the name of the officer or officers in charge of the investigation. The interrogation shall normally be held during the Employee's tour of duty. In the event that such interrogation does not occur during the Employee's tour of duty, then the Employee shall be compensated according to the terms of this Agreement. The investigation shall normally take place at the Sheriff's Office at 108 Parker Avenue, Poughkeepsie, New York or a substation.

Home contacts of Employees who are the subject of a disciplinary investigation for the purpose of interrogation are prohibited unless there is an ongoing criminal investigation.

(c) Each Employee shall be entitled to respond in writing to any complaint made against him and such response and any documentary evidence in support thereof shall be made a part of the investigation file.

(d) Employees shall be advised of the outcome of any disciplinary investigation against them whether or not charges are instituted.

(e) Notwithstanding any other provision of law, no disciplinary proceeding shall be commenced more than six (6) months after the occurrence of the last alleged infraction, incompetence or misconduct complained of unless an Employee has been counseled regarding the subject matter of the offense during that period in which event the limitations period is eighteen (18) months. The limitations periods set forth herein commence on the date of discovery by the Employer or the date when the Employer should have known of the alleged infraction, incompetence or misconduct, whichever is earlier. Disciplinary action shall be considered instituted upon the service of written charges and specifications.

(f) Employees subject to disciplinary charges shall receive a written bill of particulars, as defined in the Criminal Procedure Law, at least ten (10) days prior to any hearing. Disputes as to deficiency and propriety of such bill of particulars shall be resolved by the hearing officer.

SECTION 2. ALTERNATIVE DISCIPLINARY PROCEDURE

Nothing in this Article will prevent the parties from resolving a disciplinary matter prior to the formal service of Civil Service Law Section 75 charges.

ARTICLE XII
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 or if the Employee is matriculated at such college or university, 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 members of management appointed by the Sheriff and two Employees appointed by the P.B.A. 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 nine thousand five hundred dollars ($9,500.00). To be eligible for payments hereunder, an Employee must have completed the requisite probationary period.

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

All out-of-county travel or attendance at conferences, in-service training sessions, or other meetings shall be subject to approval by the Employer or designee. 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. Allowance expenses include mileage, food, lodging, tools, conference and tuition fees. Receipts for all expenses except mileage are required. However, payment for meals may be made without a receipt in the following amounts: breakfast $3.50; lunch $5.00; dinner $9.75. 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. 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.

SECTION 3. MILEAGE

Employees required and authorized by the Sheriff or his designee to use their personal vehicle on County business shall be reimbursed a mileage allowance payment of 26 cents ($0.26) per mile, upon submission of a voucher in acceptable form.

SECTION 4. UNIFORMS AND EQUIPMENT.

(a) Each new Employee assigned to uniformed duty shall receive an initial issue of uniforms and equipment as set forth in Appendix "G".

(b) Thereafter all Employees assigned to uniformed duty shall receive three (3) short sleeve shirts, three (3) long sleeve shirts, and six (6) pairs of pants as well as a pair of boots or shoes annually. All other uniform equipment shall be replaced as needed. Effective approximately January 1, 2001, all Employees assigned to uniformed duty shall receive two (2) black turtleneck shirts.

(c) Each Employee shall be issued a service weapon which shall remain the property of the Employee upon retirement from service. On the date of retirement, the Employee must be licensed to possess the service weapon.

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. WORK LOCATIONS

The Employer agrees to maintain all work locations in as safe and sanitary a 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 the impact of such curtailment. The Employer will abide by the Civil Service Law in the layoff of competitive class Employees. The Employer will take seniority into consideration when it exercises its discretion in the layoff of other than competitive class Employees.

(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 P.B.A. 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 will be issued a firearm in good working condition. Employees may utilize their own personal firearm in lieu of the aforementioned with the permission of the Sheriff.

All 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 hand gun or shoulder weapon.

SECTION 10. IN-SERVICE TRAINING

Employees will receive continuous documented in-service training as established 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 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 a reimbursement obligation of five hundred dollars ($500.00) if he leaves within two (2) months from the completion date of the training.

(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

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

(b) As is the present practice, shift compensation shall not be paid to Employees receiving Workers' Compensation or §207-c compensation.

SECTION 15. 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.

ARTICLE XIII
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 XII(11), except that decisions regarding reclassification or reallocation pursuant to Article XVI 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 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.

SECTION 3. INITIAL PRESENTATION

(a) Grievant must present his grievance to his immediate supervisor, in writing, in accordance with paragraph (d) hereof, within twenty (20) working days after the grounds for the grievance occur or the grievance shall be deemed time-barred and shall be rejected. In the case where the grounds for the grievance are continuing, relief may be applied retroactively only for twenty (20) working days prior to the commencement of the grievance.

(b) The immediate supervisor shall discuss the grievance with the grievant, make such investigation as he deems appropriate and consult with his superiors to such extent as they deem appropriate, all on an informal basis.

(c) Within five (5) days after presentation of the grievance, the immediate supervisor shall make his recommendation and transmit same, in writing, to the grievant or his representative, and the Unit head.

(d) The grievance shall consist of a written statement signed by the grievant containing the following:

(i) The name, residential address, and department of employment of the grievant.

(ii) The name and department of employment of each other Employee or official involved in the grievance.

(iii) The name and address of the Employee's representative, if any, and his department of employment if he is a fellow Employee.

(iv) A concise statement of the nature of the grievance, the facts relating to it, including, without limitation, the time and date it arose.

SECTION 4. SECOND STAGE

(a) If a grievant is not satisfied with the recommendation made by his immediate supervisor, he may, within five (5) days thereafter, request a review and determination of his grievance by the Sheriff. Such request shall be made in writing and shall be served upon the Sheriff with a copy to the Department 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, 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 with a written statement signed by the grievant with a copy to the Department of Human Resources.

(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 P.B.A. 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.

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 P.B.A. 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 XIV
P.B.A. RIGHTS AND OBLIGATIONS

SECTION 1. P.B.A REPRESENTATIVES

The President of the P.B.A. (or the President's designee) shall be permitted to perform up to twelve (12) hours per week on behalf of the P.B.A. for the conduct of P.B.A. business; the administration of the P.B.A.'s self-insured dental, life, disability and optical plans, and otherwise furthering the interests of the P.B.A. and its members. The performance in these capacities shall be deemed actual hours worked on duty. The hours included herein shall be scheduled in conjunction with the President's immediate supervisor.

SECTION 2. P.B.A DELEGATES

Certain representatives of the P.B.A. shall be allowed time off with pay and without charge to accumulated leave time for the purpose of attending State P.B.A. meetings. The P.B.A. shall notify the Sheriff of the Employees designated as representatives. At least two (2) weeks prior to a meeting, the P.B.A. 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 3. PERSONNEL CHANGES

Upon receipt of the Personnel Change form the Employer will deliver one copy to the P.B.A.

SECTION 4. JOB SPECIFICATIONS

Upon request, the Commissioner of Human Resources shall furnish to the P.B.A. 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.

SECTION 5. P.B.A. NOTICES

The P.B.A. shall have the right to post P.B.A. notices and other P.B.A. communications on bulletin boards maintained on the premises and facilities of the Employer, subject to the Employer's right to remove partisan political material and other inappropriate material.

SECTION 6. I.D. CARDS

The Sheriff will issue 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. Upon retirement, the Sheriff will issue a retiree identification card.

SECTION 7. APPOINTMENTS

Background investigations will be completed before appointments are made.

SECTION 8. 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 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 P.B.A. representative.

SECTION 9. ORIENTATION OF NEW EMPLOYEES

Subject to the operational needs of the Employer, the P.B.A. President or his designee shall have a reasonable amount of time to meet with each new Employee during orientation to discuss P.B.A. related matters.

SECTION 10. COPIES OF COLLECTIVE BARGAINING AGREEMENT

Each current Employee and each new Employee shall be provided with a copy of this Agreement by the Employer. The P.B.A. President shall be provided with an additional thirty (30) copies for use at the P.B.A. office.

SECTION 11. 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 photostatic reproduction of any material in his personnel record at a cost of twenty-five ($0.25) cents per page.

ARTICLE XV
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, lay off, assign, promote and determine the qualifications of Employees; to determine the starting and quitting time and the number of hours to be worked.

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

Nothing in this Agreement shall be construed as delegating to others the authority conferred by law on any 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 XVI
CLASSIFICATION AND ALLOCATION PROCEDURE

SECTION 1. DEFINITIONS

(a)

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

(2) Reclassification is the process of changing the Class Title or Jurisdictional Class (assigned to a specific set of duties and responsibilities) to another Class Title in order to better describe the assigned duties and responsibilities.

(3) Reclassification may result in a change to a different Class Title allocated to a lower job group, the same job group or a higher job group.

(b)

(1) Allocation is the process of assigning a new Class Title to a salary range.

(2) Reallocation is the process of assigning an existing Class Title to another salary range in order to effect more equitable and appropriate payment for the assigned duties and responsibilities.

(3) Reallocation may result in a change to a lower or higher salary range.

SECTION 2. GENERAL

(a) All authorized positions covered by this Agreement shall be classified, in accordance with law, by the Commissioner of Human Resources using appropriate classification techniques as recommended by the New York State Department of Civil Service.

(b) All Class Titles covered by this Agreement shall be allocated to a job group in accordance with the 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 County reserves the right to reclassify or reallocate any title, subject to Legislative approval, if required, and notwithstanding any other provisions of this Agreement.

(d) No Employee shall be employed in or appointed to any title not appropriate to the duties to be performed as defined in the Class Specification for that title and interpreted by the Commissioner of Human Resources, except as provided by Section 61 of the Civil Service Law.

(e) The Commissioner of Human Resources shall discuss with the P.B.A. 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 P.B.A. 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 Department of Human Resources study the duties of the Employee's position in order to determine its proper Class Title and/or allocation (salary range). The Department of Human Resources shall initiate such study within thirty (30) days of the receipt of the request, except in the event that a department-wide or occupational series-wide Classification and Allocation Survey covering the Employee's position is planned within the next twelve (12) months. The Department of Human Resources shall complete an individual position review within sixty (60) working days after the Employee submits the official form describing the duties and responsibilities to his supervisor.

(b) Any Employee, after a reasonable attempt to discuss the matter with 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 study he deems necessary notwithstanding any other provision of this Article. The Commissioner of Human Resources shall notify the P.B.A. of any surveys being initiated by him. The Department of Human Resources shall issue notice of proposed Reclassification or Reallocation to the Employees within six (6) months after the date the Department of Human Resources initiated the survey. Upon completion of a survey, the Commissioner of Human Resources shall provide a copy of the survey to the P.B.A. 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 Dutchess County Rules for the Classified Civil Service. Any Employee may appeal a determination made by the Department of Human Resources. Employees making such appeal may be represented by the P.B.A. or by another person of their choosing. Employees and the P.B.A. 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. The final decision shall then be submitted to the Budget Director and the appropriate Legislative Committee for action at the next timely convened Legislative session.

SECTION 5. EFFECTIVE DATES

(a) The effective date of all classifications and reclassifications shall be determined by the Commissioner of Human Resources in accordance with law.

(b) The effective date of all allocations and reallocations shall be determined by the Legislature, if required by law.

ARTICLE XVII
LABOR-MANAGEMENT COMMITTEE

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

ARTICLE XVIII
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 XIX
NON-DISCRIMINATION

The Employer and the P.B.A. 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 XX
SAVINGS CLAUSE

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

ARTICLE XXI
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 XII(11) of this Agreement), between the Employer and the P.B.A. or the Employees it represents, and expresses all obligations and restrictions imposed on each of the respective parties during its terms. 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.

ARTICLE XXII
DURATION

Except as otherwise specifically provided in this Agreement, this Agreement shall be effective January 1, 2024 through December 31, 2026.

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

COUNTY OF DUTCHESS

By: _____
SUSAN J. SERINO, COUNTY EXECUTIVE

DUTCHESS COUNTY SHERIFF

By: _____
KIRK A. IMPERATI, SHERIFF OF THE COUNTY OF DUTCHESS

DUTCHESS COUNTY DEPUTY SHERIFF'S POLICE BENEVOLENT ASSOCIATION, INC.,

By: _____
NEIL A. STUART, PRESIDENT

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

On this day of _____, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared **SUSAN J. SERINO,** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

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

On this day of _____, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared **KIRK A. IMPERATI,** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

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

On this day of _____, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared **NEIL A. STUART,** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

APPENDIX A

The following titles are in the bargaining unit:

	Hours
Deputy Sheriff	40
Deputy Sheriff-Civil	40
Deputy Sheriff Lieutenant	40
Deputy Sheriff Lieutenant-Civil	40
Deputy Sheriff Sergeant	40
Deputy Sheriff Sergeant-Civil	40

APPENDIX B
GRADE ALLOCATION

TITLE	GRADE ALLOCATION
Deputy Sheriff	SN
Deputy Sheriff-Civil	SN
Deputy Sheriff Lieutenant	SQ
Deputy Sheriff Lieutenant-Civil	SQ
Deputy Sheriff Sergeant	SP
Deputy Sheriff Sergeant-Civil	SP

APPENDIX C

PBA

2023 ANNUAL SALARY SCHEDULE

PBA JANUARY 2023				2.75%					
GRADE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	AVERAGE INCREMENT	LONGEVITY
SN (DS)		53,605	62,271	70,937	75,758	81,485	88,980	7,075	2,649
SP (SGT)	15%	102,327							2,946
SQ (LT)	10%	112,560							3,091

APPENDIX C-1
PBA

2024 ANNUAL SALARY SCHEDULE

PBA JANUARY 2024				4.00%	+ $2,500				
GRADE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	AVERAGE INCREMENT	LONGEVITY
SN (DS)		58,249	67,262	76,274	81,288	87,244	95,039	7,358	2,649
SP (SGT)	15%	109,295							2,946
SQ (LT)	10%	120,225							3,091

APPENDIX C-2
PBA

2025 ANNUAL SALARY SCHEDULE

PBA JANUARY 2025				4.00%	+ $2,500				
GRADE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	AVERAGE INCREMENT	LONGEVITY
SN (DS)		63,079	72,452	81,825	87,040	93,234	101,341	7,652	2,649
SP (SGT)	15%	116,542							2,946
SQ (LT)	10%	128,196							3,091

APPENDIX C-3
PBA

2026 ANNUAL SALARY SCHEDULE

PBA JANUARY 2026				3.25%					
GRADE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	AVERAGE INCREMENT	LONGEVITY
SN (DS)		65,129	74,807	84,484	89,869	96,264	104,635	7,901	2,649
SP (SGT)	15%	120,330							2,946
SQ (LT)	10%	132,363							3,091

APPENDIX D
PBA
LONGEVITY SCHEDULE

GRADE	EFFECTIVE 1/1/2024
SN (DS)	2,649
SP (SGT)	2,946
SQ (LT)	3,091

GRADE	EFFECTIVE 1/1/2024	EFFECTIVE 1/1/2025	EFFECTIVE 1/1/2026
SN (DS)	2,649	2,649	2,649
SP (SGT)	2,946	2,946	2,946
SQ (LT)	3,091	3,091	3,091

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 Personnel, 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, 2006, 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 two average increment steps in the new grade. When an employee elects a voluntary demotion to a position in a lower grade, he shall be placed on the same increment step in the new grade as he was on in the former grade.

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

5. **REALLOCATION:**
   When an employee's position is reallocated or reclassified downward, the employee shall continue at the same grade and step, receiving increments and longevities as though no reallocation took place. New employees hired to this position shall be hired at the new and lower grade. When an employee's position is reallocated or reclassified (unless upward reclassification is deemed a promotion for Civil Service purposes, in which case the promotion rule is applicable), the employee shall be placed on that step of the new grade which is nearest to but higher than his present salary and shall be entitled to such annual increments and longevities which may be due.

6. **REINSTATEMENTS:**

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

7. **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).

APPENDIX F
WEEKLY CANINE REPORT

The undersigned, having been assigned as a canine handler for the week commencing _____ and ending _____, hereby certifies that I am entitled to no more than the hours provided in the Collective Bargaining Agreement and have completed all required training, grooming, care and maintenance.

Pursuant to the Collective Bargaining Agreement, I hereby request

_____ 4 hours of overtime compensation

_____ equivalent compensatory time

PLUS ten (10) hours to be paid at the prevailing minimum wage.

Dated: _____ _____

APPENDIX G
INITIAL ISSUE OF UNIFORMS AND EQUIPMENT

1. UNIFORMS

3 pairs pants
3 long sleeve shirts
3 short sleeve shirts
1 dress blouse
2 gray work uniform pants
2 gray long sleeve shirts
2 gray short sleeve shirts
2 black turtleneck shirts
1 raincoat
1 winter coat
1 wool sweater
1 bulletproof vest with inside and outside carriers
1 pair insulated gloves
1 pair shoes
1 pair waterproof work boots
1 Stetson hat
1 trooper-type winter hat (if it is a readily available stock item at regular retail)
1 pant's belt

2. EQUIPMENT

1 handcuff case
1 duty holster
1 double magazine holder
4 keepers
1 pair handcuffs
1 night stick
1 gun belt

APPENDIX H
GENERAL MUNICIPAL LAW SECTION 207-C PROCEDURE

SECTION 1. APPLICABILITY.

Section 207-c of the General Municipal Law provides that any Deputy Sheriff 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 Deputy Sheriff 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, health insurance, and contributions to the P.B.A. Welfare Fund.

(f) "Days" shall mean business days unless otherwise noted.

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

SECTION 3. APPLICATION FOR BENEFITS

1. If a Claimant is injured or taken sick as a result of the performance of their duties, Claimant or Claimant's supervisor shall complete and file a written incident report with the Sheriff or designee within twenty four (24) hours of the injury or illness or discovery of the injury or illness. The written report shall be signed by Claimant, if able, and shall act as the application for requesting 207-c eligibility and benefits. Upon sufficient reason, a late application for 207-c benefits may be accepted in the discretion of the Sheriff, which shall not be unreasonably denied.

2. The incident report shall include, to the extent practicable, the following information:
   (a) the time, date and place of the incident;
   (b) a detailed statement of the facts surrounding the incident;
   (c) the nature and extent of Claimant's injury or illness;

(d) the name of any possible witness(es) to the incident; and
(e) the name and address of all of Claimant's treating physicians.

3. 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 the injury or illness available to the Claimant at the time of 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 ot the completed application. The Claims Manager shall have all the authority set forth in Section 4 of these procedures and have the right to investigate the circumstances of the injury or illness. Claimant must cooperate with the investigation and provide all information, reports and documentation necessary for the county to determine the nature of the illness or injury or whether the Claimant was injured or taken ill in the performance of duty. Failure to cooperate may, in the discretion of the Sheriff, result in the suspension of benefits, which shall not be unreasonably denied.

4. 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 section 207-c benefits all leave accruals related to the claim that is utilized by the Claimant during the appeal will be restored to the Claimant's leave accruals within the current or next pay period.

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

6. If it is determined the application will be denied, the initial determination shall be mailed to Claimant within two (2) business days after the determination is made.

7. There is a continuing obligation on the part of the Claimant to apprise the Sheriff/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.

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

SECTION 5. MEDICAL TREATMENT

1. After the filing of an application, the Claims Manager may require a Claimant to submit to a reasonable number of medical or other health examinations as may be directed by the Claims Manager, including examinations necessary to render a final determination of eligibility, examinations or inspections conducted to determine if the Claimant has recovered and is able to perform his regular duties, and/or examinations required to process an application for ordinary and accidental disability retirement. Such treatment may include, but is not limited to medical and/or surgical techniques deemed necessary by the appointed physicians. Any Claimant who refuses to accept such medical treatment or fails to cooperate with medical examinations shall be deemed to have suspended rights to benefits from that day forward, subject to Section 10.

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

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.

3. If the Claimant returns to work in a light duty assignment within six (6) months from the beginning of his leave, Claimant shall be given the same days off that he had when the leave commenced, unless otherwise agreed.

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

   (a) If the refusal is not based upon medical documentation, benefits shall be discontinued upon the refusal.

   (b) 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 light duty assignments at least every ninety (90) calendar days.

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

SECTION 7. CHANGES IN CONDITION OF CLAIMANT

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

2. If an employee claims a reoccurrence or re-aggravation of a previous injury, including but not limited to the scenario when an employee is working light or full duty and then claims they can no longer work and in said capacity, then 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 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 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 is utilized by the Claimant during the appeal will be restored to the Claimant's leave accruals.

SECTION 8. RIGHT OF PERPETUAL REVIEW AND EXAMINATION

1. The Claims Manager shall have the right to review the eligibility of every Claimant throughout the period during which benefits are received. This right shall include, but shall not be limited to:
   (a) requiring claimant to undergo a reasonable number of medical examinations by physician or physicians chosen by the Claims Manager;

   (b) requiring Claimant to testify as to his current condition; and

   (c) requiring Claimant or any other involved parties to provide any documentation, books or records that bear on Claimant's case.

SECTION 9. TERMINATION OF BENEFITS

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

SECTION 10. DISPUTE RESOLUTION

1. Except where otherwise specifically provided, Claimant shall file all requests for appeals to the Claims Manager in the appropriate form within ten (10) days from the receipt of notice of all contested claims or actions. Contested claims or actions shall be appealed to an independent hearing officer (arbitrator) selected on a rotating basis from a panel agreed to by the parties. The hearing officer'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 hearing officer shall be borne equally by the parties. Parties shall be responsible for the cost of their own attorneys and witnesses. Absent extenuating circumstances, the hearing shall be held within thirty (30) calendar days of the filing of the appeal. If a hearing officer is unavailable within the thirty (30) calendar day period, the parties agree to go to the next name on the hearing officer list.

2. 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 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 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. Absence 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.

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

3. Absent extenuating circumstances, if the Union or the Claimant is unavailable within the thirty (30) calendar day period, 207-c benefits shall cease at the end of the thirty (30) 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.

4. If there is a medical dispute between Claimant's doctor and the County's doctor as to whether the Claimant is disabled or unable to perform his duties or if medical treatment is needed, the parties agree to submit the medical dispute to an arbitrator selected pursuant to Section 10(1).

5. If it is determined 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 deduction within one hundred fifty (150) calendar days.

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

SECTION 11. COORDINATION WITH WORKERS' COMPENSATION BENEFITS

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

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

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

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

SECTION 13. APPEALS

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

SECTION 14. AFFIRMATION

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

APPENDIX I
MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
THE SHERIFF OF THE COUNTY OF DUTCHESS,
THE COUNTY OF DUTCHESS
AND
THE DUTCHESS COUNTY DEPUTY SHERIFF'S POLICE BENEVOLENT ASSOCIATION, INC.

The January 1, 2020 through December 31, 2023 Collective Bargaining Agreement by and between the parties is hereby modified as follows. All other provisions remain unchanged except modification of dates where applicable and contextual changes required for the integrity of the contract. The effect of these provisions shall be subject to approval by the Dutchess County Legislature and ratification by the Dutchess County Deputy Sheriffs' Police Benevolent Association, Inc."

1. Term of the Agreement

   January 1, 2024 - December 31, 2026.

2. **ARTICLE IV, COMPENSATION**

   COLA Adjustments:

   Effective January 1, 2024: 4% + $2,500.00

   Effective January 1, 2025: 4% + $2,500.00

   Effective January 1, 2026: 3.25%

3. **ARTICLE X, HEALTH INSURANCE, WELFARE TRUST FUND AND RETIREMENT PLANS**

   Modify Section 1(b) to remove sentence relating to employees hired prior to 1979, and add a sentence to decrease the contribution from 20% to 15% after 10 years of service.

ARTICLE X
HEALTH INSURANCE, WELFARE TRUST FUND
AND RETIREMENT PLANS

SECTION 1. HEALTH INSURANCE FOR CURRENT EMPLOYEES

(a) Bargaining unit employees shall be eligible for health insurance according to section (b). Coverage may be either on an individual or family basis, upon the election of the employee. Employees may choose from any of the available County plans, which are, as of July 1, 2016, MVP CoPlan 20+ and NYSHIP Empire or NYSHIP The Empire Plan.

(b) Every Employee hired on or after November 1, 1979 will contribute twenty percent (20%) of the premium cost of the Employer insurance plan applicable to the Employee and/or his/her family. ~~The Employer shall pay one hundred percent (100%) of the premium of such plan for Employees and their families hired before November 1, 1979.~~ Effective January 1, 2024, on the 1st of the month following an Employees' commencement of their eleventh (11th) year of employment, the Employee shall contribute fifteen (15%) percent of the premium cost of the Employer Health Insurance Plan applicable to the Employee and/or his family. For current employees who are already beyond their eleventh (11th) year of employment, this benefit will be effective the 1st payroll of January 2024.The Employee contribution shall be in twenty-four (24) equal payroll deductions to be taken in the first two paychecks actually paid (issued) in any calendar month.

(c) Coverage begins the first of the month following the date of employment. In order for coverage to be effective, the employee must complete their application within thirty (30) days of their date of hire. Coverage ceases at the end of the calendar month of separation. Coverage shall be maintained while an employee is receiving payments pursuant to Workers' Compensation or Disability Insurance, as provided through the County.

(d) Plan eligibility and enrollment deadlines are subject to carrier and legal requirements.

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

(f) The County reserves the 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 thereof and shall seek mutual acceptance with the Union for the purpose of reducing the cost of such double coverage.

(g) The P.B.A. acknowledges that the Employer has established 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. The parties agree that the P.B.A. shall be entitled to one (1) member on the Committee and shall participate freely in all discussions and actions of the Committee. The P.B.A. agrees to support and implement all decisions collectively made by the Committee.

4.

FLSA CONTRACT UPDATE

Update contract language to be in compliance with Fair Labor Standards Act.
Amended language to accommodate OT payments in compliance with FLSA, including revision to Shift Differential so all hours are paid according to when they occur (elimination of 60% Rule).

ARTICLE IV
COMPENSATION

SECTION 3, DIFFERENTIAL COMPENSATION

A workday will be broken into three work periods and Employees working other than the daytime work period (B line) will be recognized for pay purposes according to actual time worked: ~~to be within the work period wherein over sixty percent (60%) of the working hours are set:~~

(a) B Line – ~~6~~8:00 a.m. to ~~6~~4:00 p.m. – the base rate established by the salary plan.
(b) C Line – ~~6~~4:00 p.m. to 12:00 midnight – the base rate established by the salary plan for B Line personnel, plus five percent (5%).
(c) A Line – 12:00 midnight – 8:00 a.m. – the base rate established by the salary plan for B Line personnel, plus ten percent (10%).

SECTION 5. EMERGENCY CALL-BACK PAY

An 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 at a minimum of 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. Time worked during the call-back will be credited toward an Employee's total working hours for the purposes of determining if overtime compensation under the FLSA is payable in the workweek in which the call-back occurs, however, the premium rate will not be used in the regular rate calculation for the overtime hours in the work week, in accordance with 29 USC Section 207 (e).

ARTICLE VIII
OVERTIME

SECTION 1, OVERTIME AND THE FAIR LABOR STANDARDS ACT

(a) Overtime for all Employees is defined as all hours worked in excess of forty (40) hours per work week. Overtime shall be compensated ~~at the rate of 1 ½ times the Employee's normal hourly rate of pay or compensatory time at the rate 1 ½ times the time worked.~~ 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 29 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 work week. The regular rate used to calculate the employee's overtime compensation will be calculated using the blended rate, or weighted average method. Employees will have a choice of whether to be paid in money or earn compensatory time off. Employees shall be allowed to earn no more than one hundred sixty (160) hours of compensatory time off in a year nor to exceed one hundred sixty (160) hours of compensatory time off accruals at any time. Any Employee who has reached the one hundred sixty (160) hours threshold and earns overtime shall be paid in money. Compensatory time off must be taken within twelve (12) months of the date on which it was earned, or the Employee will have the option to convert the time to vacation time or to be paid for it. 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. If no such notification is given, the compensatory time off will convert to vacation time.

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

(b) No Employee shall be compensated for overtime unless he was first properly directed to work such overtime by the Sheriff or his designee.

(c) Compensatory time may also be earned at straight time. If compensatory time is earned at straight time rates, it shall be treated in all other respects as compensatory time in accordance with Sections (a) above and (d) below.

(d) Compensatory time, whether earned at overtime or straight time rates, shall, after appropriate conversion, be credited at a single straight time rate. For example, when 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.

(e) Employees who work a detail that is reimbursable by a municipality within Dutchess County shall be paid for said detail, and shall not be allowed to receive compensatory time.

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. For work in excess of the forty (40) hour workweek requiring overtime payment based upon the Employee's regular rate of pay, the regular rate of pay for payment of overtime (work in excess of forty (40) hours in the workweek) shall be in accordance with the FLSA as outlined above.

SECTION 3. HOLIDAY WORK

An Employee who is required to work on a holiday shall be paid at a minimum of the premium rate of time and one half the hours worked ~~in accordance with the previous subsection~~ in addition to the payment of a normal day's pay (i.e., 8 hours of pay at straight time). Time worked during the holiday will be credited toward an Employee's total working hours for the purposes of determining if overtime compensation under the FLSA is payable in the workweek in which the holiday occurs, however, the premium rate will not be used in the regular rate calculation for the overtime hours in the work week, in accordance with 29 USC Section 207 (e) or other applicable sections of the FLSA..

SECTION 4. IN LIEU DAY

Should a holiday fall on an Employee's normal day off, he shall be granted eight (8) hours of compensatory time in lieu of the holiday.

SECTION 5. WORKWEEK COMPUTATION

For the purpose of Section "1(a)" of this Article, an un-worked holiday or approved paid leave in an Employee's normal work week shall be considered as time worked, except as hereinafter provided, in accordance with other applicable sections of this agreement. 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~~6. DISTRIBUTION OF OVERTIME
Overtime shall be rotated on an equitable basis among all qualified Employees within the Unit consistent with the most efficient operation of the Unit.

SECTION ~~8~~7. 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~~8. LINE-UP PAY
(a) Employees shall receive line-up pay computed in accord with the overtime provisions of the contract, if worked. The County shall have no other liability for such payments whatsoever.

(b) Actual Line-up time worked shall be recorded when it occurs and paid ~~and incorporated into the bi-weekly pay check in lieu of any other payments~~ according to Section 1 above.

~~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 29 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 work week, except in the case of line-up time which shall be paid as provided in Section "9" hereof.~~

5.

ARTICLE IX, HOLIDAYS, VACATIONS, LEAVES, SECTION 2, VACATIONS.
Modify the provision so vacation will be awarded on a per payroll basis based on hours worked up to full time hours (i.e., excludes overtime or unpaid time and includes eligible paid time off). Vacation will be awarded on the last day of the payroll period and available for use the following payroll period. The benefit will not change, just the method of award.

ARTICLE IX
HOLIDAYS, VACATION, LEAVES

SECTION 2. VACATIONS
(a) Employees shall earn vacation from their adjusted benefit dates as follows:

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

Employees with six (6) months and one (1) pay period of service will be advanced one (1) weeks' vacation. After one (1) year of service, the second week of vacation will be credited. If the Employee takes vacation and leaves before one (1) year has been reached, he will have one (1) 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.

Section (a) sunsets upon implementation of section (b) and any accrued but unawarded time will be awarded on a prorated basis.

(b) Effective the first full payroll period of January 2025, all Employees, will be awarded vacation on a per payroll basis up to full time hours (i.e. excludes overtime or unpaid time and includes eligible paid time off). Vacation will be awarded on the last day of the payroll period and available for use the following payroll period.

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

Duration of Continuous Employment	**Vacation Hours Earned per Regular Hour Paid**
Up to 4 complete years*	0.0385 hours
Start of 5th year – 14 complete years	0.0577 hours
Start of 15th year- 19 complete years	0.0770 hours
Start of 20th year and over	0.0962 hours

New Deputy Sheriff Employees may not utilize vacation time in the first six (6) months of employment. If the Employee takes vacation and leaves before one (1) year has been reached, he will have one (1) 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 awarded with a lump sum payment for the vacation.

~~(b)~~(c) An annual vacation schedule shall be posted by the Sheriff's Office on or before December 1st of each year. Said schedule shall list all available vacation slots for the next calendar year by shift and title, according to the operational needs of the Sheriff's Office. Employees shall be canvassed by seniority for their requests for vacation. The completed vacation list shall be submitted to the Sheriff or his designee no later than December 15th. Vacation requests of no more than three (3) weeks shall be honored on the basis of seniority. Any conflicts in scheduling shall be resolved in favor of the more senior Employee as determined by the most current seniority list, subject to the operational needs of the Sheriff's Office. A tentative vacation schedule shall be posted on January 3rd of each year. Employees 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. Any conflict in selection of vacation time shall be resolved in favor of the more senior Employee as above. A final annual vacation schedule shall be posted on January 15th of each year. Once the final list is posted, an Employee's vacation cannot be displaced by a more senior Employee and cannot be denied except in the event of a riot, natural disaster or declared emergency. After January 15th, vacation requests shall be scheduled based upon the operational needs of the Sheriff's Office on a first come-first served basis.

~~(c)~~(d) An Employee may utilize vacation credits in minimum units of one (1) day. There shall be no restriction as to the amount of vacation time used by an individual Employee except as provided above. Employees shall be allowed to accrue vacation credits up to an amount not to exceed forty-five (45) days. Days accrued beyond that limit shall be converted to sick days. The cap will remain in effect throughout 2024. In 2025, the cap will be waived until June 30, 2025. On July 1, 2025, the cap goes back in to effect.

~~(d)~~(e) Employees shall retain any earned vacation benefits if they transfer between Units within the Employer's or the County's service.

~~(e)~~(f) Upon death, retirement or separation from the Employer in good standing, Employees, or in the event of the Employee's death his designated beneficiary, 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 prorated monetary value of vacation time from his previous adjusted benefit date to the date of death or retirement in addition

to the monetary value of his accumulated unused vacation time up to the earned maximum as specified in subdivision (c) above.

6.

ARTICLE IX, HOLIDAYS, VACATIONS, LEAVES, SECTION 3, SICK LEAVE.

Modify the provision so sick time will accrue on a per payroll basis based on hours worked up to full time hours (i.e. excludes overtime or unpaid time and includes eligible paid time off). Sick will be awarded on the last day of the payroll period and available for use the following payroll period. The benefit will not change, just the method of award.

ARTICLE IX
HOLIDAYS, VACATION, LEAVES

SECTION 3. SICK LEAVE

Accumulated sick leave shall be used only for an Employee's personal illness, or an illness in his immediate family requiring him to be with his immediate family. For the purpose of this Section, immediate family means an Employee's spouse, children, mother or father. For the purpose of this Section, an Employee may use up to eighty (80) hours sick leave from date of birth to care for an otherwise well newborn.

(a) For an Employee hired prior to January 1, 2020 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, 2020, 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-hour increments.

This Section will sunset upon implementation of section (b).

(b) Effective the first full pay period in January 2025, all Employees shall earn sick leave on a per payroll basis at a rate based on their current hire date as noted below. Regular Hours include hours worked up to full time hours (i.e. excludes overtime or unpaid time and includes eligible paid time off). Sick will be awarded on the last day of the payroll period and available for use the following payroll period.

Hire Date*	Sick Hours Earned per Regular Hour Paid
Prior to 1/1/2020	0.0462 hours
1/1/2020 or Later	0.385 hours

*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-hour increments.

~~(a)~~(c) Employees are responsible for reporting and justifying their use of sick leave. Advance notification of sick leave shall be given whenever possible. Notification of use of sick leave must be given no later than 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)~~(d) 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)~~(e) If an Employee has used six (6) days of sick leave during the course of a twelve (12) month period, without proof as set forth in section (c b) of this article, the Sheriff may require the aforementioned proof of examination before any subsequent absence may be charged against accumulated sick leave credits. Such proof of illness may be required for up to 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.

(d)(f) 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 and performed within ten (10) working days after the Sheriff receives, in writing, notice from the Employee's physician that he is capable of returning to work and performing his normal duties without jeopardizing his own health and safety or that of his fellow Employees. In the event the examination does not occur within ten (10) working days, the Employee will be placed back on the payroll, and, in the discretion of the 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)~~(g) 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)~~(h) Except as provided in (j 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 year of his resignation, any sick leave credits canceled at the time of resignation will be reinstated.

~~(g)~~(i) The Sheriff, upon the approval by the County Executive and County Legislature, may grant sick leave at half pay for personal illness to an Employee having not less than one year of service, after all of his sick leave and vacation credits have been used, subject to the provisions of Resolution No. 466 of 1973 entitled "Guidelines for Administration of the 1/2 Pay Sick Leave Policy for County Employees."

~~(h)~~(j) Upon retirement or death while in County employment, an Employee or an Employee's estate, shall have the following options to be paid for accumulated sick leave:

1.

(a). Exercise the options pursuant to Section 41(j) of the New York State Retirement and Social Security Law;

(b). Receive a payment of one (1) day for each two (2) days accumulated for a maximum of one hundred fifty (150) days paid for three hundred (300) days accumulated. An employee must have at least one hundred fifty (150) days accumulated to exercise this option;

(c). An Employee with a minimum of one hundred twenty five (125) days of sick leave, up to a maximum of three (300) days, may convert such unused sick leave at the rate of seventy five percent (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.

2. All payments and sick leave accruals under this provision shall be based on salary schedules in existence at the time of death or retirement.

7.

APPENDIX H GENERAL MUNICIPAL LAW SECTION 207-C PROCEDURE.

Modify Appendix to clarify procedures and amend certain timeframes and approvals.

APPENDIX H
GENERAL MUNICIPAL LAW SECTION 207-C PROCEDURE

SECTION 1. APPLICABILITY.

Section 207-c of the General Municipal Law provides that any Deputy Sheriff 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 Deputy Sheriff of the County of Dutchess who is injured or taken sick as a result of the performance of his duties so as to necessitate medical or other lawful or remedial treatment.

(d) "Claims Manager" shall mean a representative of the Director of Risk Management ~~and the Sheriff~~ who is ~~are~~ charged with the responsibility of administering the procedures herein.

(e) "Section 207-c Benefits" shall mean those benefits which are provided by law including the full amount of the regular salary or wages and medical treatment and hospital care necessitated by reason of such injury or illness, health insurance, and contributions to the P.B.A. Welfare Fund.

(f) "Days" shall mean business days unless otherwise noted.

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

SECTION 3. APPLICATION FOR BENEFITS

1. If a Claimant is injured or taken sick as a result of the performance of their ~~his~~ duties, Claimant or Claimant's supervisor shall complete and file a written incident report with the Sheriff or ~~his~~ designee within twenty four (24) hours of the injury or illness or discovery of the injury or illness. The written report shall be signed by Claimant, if able, and shall act as the application for requesting 207-c eligibility and benefits. Upon sufficient reason, a late application for 207-c benefits may be accepted in the discretion of the Sheriff, which shall not be unreasonably denied.

2. The incident report shall include, to the extent practicable, the following information:
   (a) the time, date and place of the incident;
   (b) a detailed statement of the facts surrounding the incident;
   (c) the nature and extent of Claimant's injury or illness;
   (d) the name of any possible witness(es) to the incident; and
   (e) the name and address of all of Claimant's treating physicians.

3. ~~The initial determination of eligibility for 207-c benefits shall be made by the Sheriff or his designee and shall be made within two (2) days of receipt of the completed application. The application shall be submitted to the administrative staff from the Law Enforcement Division. The administrative staff shall~~ 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 the injury or illness available to the Claimant at the time of 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 ot the completed application. The Claims Manager shall have all the authority set forth in Section 4 of these procedures and have the right to investigate the circumstances of the injury or illness. Claimant must cooperate with the investigation and provide all information, reports and documentation necessary for the county to determine the nature of the illness or injury or whether the Claimant was injured or taken ill in the performance of duty. Failure to cooperate may, in the discretion of the Sheriff, result in the suspension of benefits, which shall not be unreasonably denied.

4. ~~Claimant shall begin receiving benefits immediately upon filing the application as provided in Section 3 of this procedure unless an initial determination that the Claimant is not entitled to benefits has already been made and the Claimant does not object. These benefits shall not be terminated or interrupted without the benefit of the procedures set forth in Section 10. The receipt of 207-c benefits shall not be deemed to be an admission that the Claimant is entitled to 207-c benefits.~~ 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 section 207-c benefits all leave accruals related to the claim that is utilized by the Claimant during the appeal will be restored to the Claimant's leave accruals within the current or next pay period.

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

6. If it is determined the application will be denied, t~~T~~he initial determination shall be mailed to Claimant ~~and the Claims Manager~~ within two (2) business days after the determination is made.

7. There is a continuing obligation on the part of the Claimant to apprise the Sheriff/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.

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

SECTION 5. MEDICAL TREATMENT

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

treatment or fails to cooperate with medical examinations shall be deemed to have suspended rights to benefits from that day forward, subject to Section 10.

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

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.

3. If the Claimant returns to work in a light duty assignment within six (6) months from the beginning of his leave, Claimant shall be given the same days off that he had when the leave commenced, unless otherwise agreed.

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

   (a) If the refusal is not based upon medical documentation, benefits shall be discontinued upon the refusal.

   (b) 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 light duty assignments at least every ninety (90) calendar days.

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

SECTION 7. CHANGES IN CONDITION OF CLAIMANT

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

2. If an employee claims a reoccurrence or re-aggravation of a previous injury, including but not limited to the scenario when an employee is working light or full duty and then claims they can no longer work and in said capacity, then 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 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 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 is utilized by the Claimant during the appeal will be restored to the Claimant's leave accruals.

SECTION 8. RIGHT OF PERPETUAL REVIEW AND EXAMINATION

1. The Claims Manager shall have the right to review the eligibility of every Claimant throughout the period during which benefits are received. This right shall include, but shall not be limited to:
   (a) requiring claimant to undergo a reasonable number of medical examinations by physician or physicians chosen by the Claims Manager;

(b) requiring Claimant to testify as to his current condition; and

(c) requiring Claimant or any other involved parties to provide any documentation, books or records that bear on Claimant's case.

SECTION 9. TERMINATION OF BENEFITS

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

SECTION 10. DISPUTE RESOLUTION

1. Except where otherwise specifically provided, Claimant shall file all requests for appeals to the Claims Manager in the appropriate form within ten (10) days from the receipt of notice of all contested claims or actions. Contested claims or actions shall be appealed to an independent hearing officer (arbitrator) selected on a rotating basis from a panel agreed to by the parties. ~~If the parties cannot agree upon a panel, they shall select an arbitrator from the American Arbitration Association under its normal rules.~~ The hearing officer'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 hearing officer shall be borne equally by the parties. Parties shall be responsible for the cost of their own attorneys and witnesses. Absent extenuating circumstances, the hearing shall be held within thirty (30) calendar days of the filing of the appeal. If a hearing officer is unavailable within the thirty (30) calendar day period, the parties agree to go to the next name on the hearing officer list. ~~During the pendency of the disputed claim, the Claimant shall receive 207-c benefits subject to the following.~~

2. 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 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 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. Absence 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.

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

3. Absent extenuating circumstances, if the Union or the Claimant is unavailable within the thirty (30) calendar day period, 207-c benefits shall cease at the end of the thirty (30) 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.

4. If there is a medical dispute between Claimant's doctor and the County's doctor as to whether the Claimant is disabled or unable to perform his duties or if medical treatment is needed, the parties agree to submit the medical dispute to an arbitrator selected pursuant to Section 10(1).

5. If it is determined 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 deduction within one hundred fifty (150) calendar days.

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

SECTION 11. COORDINATION WITH WORKERS' COMPENSATION BENEFITS

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

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

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

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

SECTION 13. APPEALS

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

SECTION 14. AFFIRMATION

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

Dated: August 9, 2024

COUNTY OF DUTCHESS

By: _____

RACHEL M. KASHIMER, DEPUTY COUNTY EXECUTIVE

DUTCHESS COUNTY SHERIFF

By: _____

JASON W. MARK, UNDERSHERIFF OF THE COUNTY OF DUTCHESS

DUTCHESS COUNTY DEPUTY SHERIFFS' POLICE BENEVOLENT ASSOCIATION, INC.

By: _____

NEIL STUART, PRESIDENT

APPENDIX J[3]

ARTICLE IV

SECTION 3. DIFFERENTIAL COMPENSATION

A work day will be broken into three work periods and Employees working other than the daytime work period (B line) will be recognized for pay purposes according to actual time worked:

A Line (ten percent – 10%)	Supervisors (Sergeants and Lieutenants)	11:00 p.m. – 7:00 a.m.
	Deputy Sheriffs	12:00 midnight – 8:00 a.m.
B Line	Supervisors (Sergeants and Lieutenants)	7:00 a.m. – 3:00 p.m.
	Deputy Sheriffs	8:00 a.m. – 4:00 p.m.
C Line (five percent – 5%)	Supervisors (Sergeants and Lieutenants)	3:00 p.m. – 11:00 p.m
	Deputy Sheriffs	4:00 p.m. – 12:00 midnight

SECTION 5. EMERGENCY CALL-BACK PAY

An Employee called back to work after his regular work shift or called in 4 or more hours before his regular work shift, shall be guaranteed a minimum of three (3) hours pay at a minimum of 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. Time worked during the call-back will be credited toward an Employee's total working hours for the purposes of determining if overtime compensation under the FLSA is payable in the workweek in which the call-back occurs, however, the premium rate will not be used in the regular rate calculation for the overtime hours in the work week, in accordance with 29 U.S.C. Section 207 (e).

[3] Effective upon implementation of FLSA update at the County's discretion.

ARTICLE VIII
OVERTIME

SECTION 1. TIME AND ONE-HALF

(a) Overtime for all Employees is defined as all hours worked in excess of forty (40) hours per work week. Overtime shall be compensated 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 29 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 work week. The regular rate used to calculate the employee's overtime compensation will be calculated using the blended rate, or weighted average method. Employees will have a choice of whether to be paid in money or earn compensatory time off. Employees shall be allowed to earn no more than one hundred sixty (160) hours of compensatory time off in a year nor to exceed one hundred sixty (160) hours of compensatory time off accruals at any time. Any Employee who has reached the one hundred sixty (160) hours threshold and earns overtime shall be paid in money. Compensatory time off must be taken within twelve (12) months of the date on which it was earned, or the Employee will have the option to convert the time to vacation time or to be paid for it. 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. If no such notification is given, the compensatory time off will convert to vacation time.

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

(b) No Employee shall be compensated for overtime unless he was first properly directed to work such overtime by the Sheriff or his designee.

(c) Compensatory time may also be earned at straight time. If compensatory time is earned at straight time rates, it shall be treated in all other respects as compensatory time in accordance with Sections (a) above and (d) below.

(d) Compensatory time, whether earned at overtime or straight time rates, shall, after appropriate conversion, be credited at a single straight time rate. For example, when 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.

(e) Employees who work a detail that is reimbursable by a municipality within Dutchess County shall be paid for said detail, and shall not be allowed to receive compensatory time.

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. For work in excess of the forty (40) hour workweek requiring overtime payment based upon the Employee's regular rate of pay, the regular rate of pay for payment of overtime (work in excess of forty (40) hours in the workweek) shall be in accordance with the FLSA as outlined above.

SECTION 3. HOLIDAY WORK

An Employee who is required to work on a holiday shall be paid at a minimum of the premium rate of time and one half the hours worked in addition to the payment of a normal day's pay (i.e., 8 hours of pay at straight time). Time worked during the holiday will be credited toward an Employee's total working hours for the purposes of determining if overtime compensation under FLSA is payable in the workweek in which the holiday occurs, however, the premium rate will not be used in the regular rate calculation for the overtime hours in the workweek, in accordance with 29 U.S.C. § 207 (e) or other applicable sections of the FLSA.

SECTION 4. IN LIEU DAY

Should a holiday fall on an Employee's normal day off, he shall be granted eight (8) hours of compensatory time in lieu of the holiday.

SECTION 5. WORKWEEK COMPUTATION

For the purpose of Section "1(a)" of this Article, an un-worked holiday or approved paid leave in an Employee's normal work week shall be considered as time worked, except as hereinafter provided, in accordance with other applicable sections of this agreement. 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. DISTRIBUTION OF OVERTIME

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

SECTION 7. 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 8. LINE-UP PAY

(a) Employees shall receive line-up pay computed in accord with the overtime provisions of the contract, if worked. The County shall have no other liability for such payments whatsoever.

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

APPENDIX K

CALCULATION OF REMUNERATION AND FLSA OT

Total remuneration is the sum of the hours worked multiplied by the applicable rate(s) of pay (including shift differential) and items that are required to be included in the regular rate of pay

Week 1 SAMPLE: Grade SN Step 1 hourly rate - 1st shift employee with Sunday Monday Scheduled off

Shift	Rate	Sat	Sun	Mon	Tues	Weds	Thurs	Fri	Total Hrs	Total $
1st	$ 25.574905	8	6		8	8	8	8	46	$ 1,176.45
2nd	$ 26.853650				4				4	$ 107.41
3rd	$ 28.132396		2			4			6	$ 168.79
Additional Pay Item										$ -
Total Earnings for calculation									56	$ 1,452.65

Regular Rate of Pay	Total Remuneration / hours worked	($1596.36/56)	$ 25.940179
FLSA OT =	RR x 0.5 x # of Hours in excess of 40	($28.506429 x 0.5 x 16)	**$ 207.52**

Total Week 1 Compensation $ 1,660.17

Week 2 SAMPLE: Grade SN Step 1 hourly rate - 1st shift employee with Sunday Monday Scheduled off
ADDITIONAL PAY : Employee elected 2 hours comp paid out that was due to expire

Shift	Rate	Sat	Sun	Mon	Tues	Weds	Thurs	Fri	Total Hrs	Total $
1st	$ 25.574905	8	6		8	8	8	8	46	$ 1,176.45
2nd	$ 26.853650				4				4	$ 107.41
3rd	$ 28.132396		2			4			6	$ 168.79
Additional Pay Item								$ 56.21		$ 56.21
Total Earnings for calculation									56	$ 1,508.86

Regular Rate of Pay	Total Remuneration / hours worked	($1652.57/56)	$ 26.943929
FLSA OT =	RR x 0.5 x # of Hours in excess of 40	($29.510179 x 0.5 x 16)	**$ 215.55**

Total Week 2 Compensation $ 1,724.41

Meals	
Mileage	
Additional Pay items not included in FLSA rate	

Total Gross $ 3,384.58

Examples Continued on second page

APPENDIX K

CALCULATION OF REMUNERATION AND FLSA OT

SAMPLE: Grade SN Step 1 hourly rate - 1st shift employee with Thursday Friday

Week 3 Scheduled off with Thursday ECB or Holiday

Shift	Rate	Sat	Sun	Mon	Tues	Weds	Thurs	Fri	Total Hrs	Total $
1st	$ 25.574905	8	6	8	8	8			38	**$ 971.85**
1st Holiday	$ 25.574905						8		8	$ 204.60
2nd	$ 26.853650				4				4	**$ 107.41**
3rd	$ 28.132396		2			4			6	**$ 168.79**
Total Earnings for calculation									56	$ 1,452.65

Regular Rate of Pay	Total Remuneration / hours worked	($1652.57/56)	$	25.940261
FLSA OT =	RR x 0.5 x # of Hours in excess of 40	($25.940261 x 0.5 x 16)	**$**	**207.52**
Holiday premium		($25.574905 x1.5 x 8)	**$**	**306.90**
Total Week 3 Compensation		($971.85+107.41+168.79+207.52)	$	1,208.54

Amounts in **Bold** added together equal total compensation for the example

Notes for use:

Enter hourly rate (up to 6 digit decimal) in highlighted rate cell for each week

Enter # hours worked by day and by shift

Enter additional amount based compensation in row below 3rd shift, that are FLSA eligible. ie K-9 Min wage and beeper pay

Enter additional pay items that are not included in compensation for Regular Rate calculation after compensation for both weeks is calculated, ie meals, mileage, tuition reimbursement, unworked Callback

Budget, Finance, and Personnel Committee Roll Call

District	*Name*	*Yes*	*No*
District 7 - Hyde Park and Pleasant Valley	Truitt*	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston*		
District 3 - LaGrange	Polasek*		
District 16 - Fishkill and Beacon	Valdés Smith*		
District 9 - City of Poughkeepsie	Atkins*		
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Travelpiece (VC)	Absent	
District 5 - Town of Poughkeepsie	D'Aquanni		
District 8 - City and Town of Poughkeepsie	Brendli	Absent	
District 10 - City of Poughkeepsie	Johnson		
District 12 - East Fishkill	Metzger		
District 17 - Town and Village of Fishkill	McHoul		
District 21 - East Fishkill	Caswell (C)		

Present: 10
Absent: 2
Vacant: 0

Resolution: ✓
Motion: ___

Total : 10 (Yes) 0 (No)
Abstentions: 0

2024168 RATIFYING THE 2024-2026 AGREEMENT BETWEEN DUTCHESS COUNTY AND THE DUTCHESS COUNTY DEPUTY SHERIFF'S POLICE BENEVOLENT ASSOCIATION, INC. AND AMENDING THE 2024 ADOPTED COUNTY BUDGET

OCTOBER 10, 2024

Roll Call Sheets

District	Last Name	YES	NO
District 7 - Hyde Park and Pleasant Valley	Truitt	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston		
District 3 - LaGrange	Polasek		
District 16 - Fishkill and Beacon	Valdés Smith		
District 9 - City of Poughkeepsie	Atkins		
District 1 - Town of Poughkeepsie	Gorman		
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Travelpiece	Absent	
District 4 - Hyde Park and Town of Poughkeepsie	Lawler		
District 5 - Town of Poughkeepsie	D'Aquanni		
District 6 - Town of Poughkeepsie	Kaul		
District 8 - City and Town of Poughkeepsie	Brendli		
District 10 - City of Poughkeepsie	Johnson	Absent	
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney	Absent	
District 12 - East Fishkill	Metzger		
District 13 - East Fishkill and Wappinger	Paoloni		
District 14 - Wappinger and Town of Poughkeepsie	Versaci		
District 15 - Wappinger	Faust		
District 17 - Town and Village of Fishkill	McHoul		
District 18 - City of Beacon and Fishkill	Page		
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago		
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn		
District 21 - East Fishkill	Caswell		
District 22 - Beekman and Union Vale	Garito		
District 23 - Pawling, Beekman and East Fishkill	Rolison		
District 24 - Dover and Pawling	House		

Present: 22 **Absent:** 3 **Vacant:** 0

Resolution: ✓ **Motion:** ___

Total : 22 **Yes** 0 **No**

Abstentions: 0

2024168 RATIFYING THE 2024-2026 AGREEMENT BETWEEN DUTCHESS COUNTY AND THE DUTCHESS COUNTY DEPUTY SHERIFF'S POLICE BENEVOLENT ASSOCIATION, INC. AND AMENDING THE 2024 ADOPTED COUNTY BUDGET

OCTOBER 15, 2024