

10/7/2022

AGREEMENT

by and between the
COUNTY OF PUTNAM

and
**CSEA, Local 1000 AFSCME,
AFL-CIO**



Putnam County Unit #8150
Putnam County Local 840

January 1, 2017 – December 31, 2023

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PREAMBLE

This Agreement made and entered into this 5th day of March, 2020, by and between the **COUNTY OF PUTNAM, NEW YORK**, (hereinafter referred to as the "**COUNTY**") and **THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., PUTNAM COUNTY UNIT 8150, OF LOCAL 840 LOCAL 1000, AFSCME, AFL-CIO**, (hereinafter referred to as the "**UNION**") represents the complete settlement by the parties of all bargainable issues between the County and the Union.

ARTICLE I – DEFINITIONS

Section A - Definitions

For the purpose of administering this Agreement, the following definitions are hereby adopted:

1. Terms and Conditions of Employment

Salaries, wages, hours and other terms and conditions of employment.

2. Membership Dues and Other Authorized Deductions

The County shall deduct from the wages of employees and remit to the Union, regular membership dues, PEOPLE Contributions, and such other insurance premiums charges as may be mutually agreed upon by the County and the Union for those employees who sign an authorization form permitting such payroll deductions. To the extent allowed by law, payroll deductions shall be provided without charge from the County for employee payment to the deferred compensation program authorized by the County and for employee pre-tax co-payment of such health insurance premiums where such payments are authorized by each employee in writing as required above and in accordance with the rules of the Comptroller or other relevant County regulations.

3. Employee

Employee shall be defined to include the plural as well as the singular and to include males and females.

ARTICLE II – RECOGNITION AND DUES DEDUCTION

Section A – Appropriate Unit and Coverage

Based upon the Union's no-strike affirmation, the County hereby recognizes the Union as the sole and exclusive Collective Bargaining Unit representative with unchallenged representation status for the maximum period allowed under the Taylor Law for the employees noted in Article XVII, Section C. In the event new title(s) are created by the County during the term of this Agreement, the Union shall be informed, in writing, within fifteen (15) workdays of the establishment of such new title(s).

Section B – Membership Dues and Other Authorized Union Deductions

1. Authorization and Remittance

- a. Upon the County's receipt from an employee of a written authorization to deduct union membership dues from his/her salary, such deduction will be made and forwarded by the County to the Union. Receipt by the County from an employee of a written statement canceling such union membership dues deduction will authorize the County to discontinue same. Said written authorizations or cancellations will be retained by the County and copies of the cancellations will be forwarded to the Union.
- b. The County will provide to the Union by the 15th and the 30th of each month a listing of names, home addresses, work locations and position titles of newly hired, reinstated, promoted, and transferred employees as well as a listing of unit employees who have terminated employment. The County will also provide to the Union, once per year upon request, a list of all CSEA retirees with their current addresses who are receiving health insurance benefits. The Union will supply to the County, once per year upon request, a list of Union members.
- c. The Union shall indemnify, defend and save the County harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the County in reliance upon salary deduction authorization cards submitted by the Union to the County.

ARTICLE III – WORK, WORKWEEK, WORKDAY

Section A – Office Personnel, Other Than Highway Engineering, E-911 Employees and Nursing

The regularly scheduled hours will be Monday through Friday, 9:00 a.m. to 5:00 p.m. with one (1) hour to be taken for lunch to begin not earlier than 11:00 a.m. nor to end not later than 2:30 p.m.

When the need of an employee requires a variation from the regular starting time, the workday may begin up to one (1) hour earlier, with prior department head approval. Request shall be made in writing. When the number of employees requesting the same earlier starting time exceeds the ability of the department, section or any other unit of government, to meet the requests, seniority and County need shall be the basis for the selection of eligibility. On consent of the County and employee, those departments where it may be appropriate, any category of employees may establish flexible work hours.

Section B – E-911 Employees

1. Dispatchers and Shift Supervisors shall be assigned to the following shifts:

A Line: 12:00 AM to 8:00 AM

B Line: 8:00 AM to 4:00 PM

C Line: 4:00 PM to 12:00 AM

2. Dispatch Center Supervisor shall be assigned Monday through Friday 8:00 AM to 4:00 PM, and shall be entitled to follow the holiday schedule in the CSEA Agreement.

3. With respect to all shift/work assignments, the Commissioner of Emergency Services, or his or her designee, shall retain the right to reassign employees upon reasonable criteria, including but not limited to the following:

1. training requirements;
2. need for shifting manpower caused by temporary vacancies;
3. problems related to performance issues.

Such change in assignment may be for a period of up to three (3) months. In the case of a re-assignment caused by a vacancy, such re-assignment may be for a period of up to six (6) months. Except in the case of an emergency, thirty (30) days' notice will be given to employees prior to shift/work assignment changes.

Whenever possible, the County shall re-assign a 911 employee who volunteers or who is willing to be re-assigned to another shift prior to mandating the re-assignment of an unwilling 911 employee. Seniority shall be a factor when reassigning employees for “shifting manpower caused by temporary vacancies.” No employee shall be involuntarily moved twice in one 12-month period.

4. Dispatchers and Shift Supervisors shall work a three week rotation consisting of fourteen (14) work days on shift and seven (7) days off shift, which shall consist of eight (8) hour shifts.

5. There shall be 261 work days required annually, which shall include 11 holidays and 6 training days, which shall be scheduled at the discretion of the Department.

Section C – Highway Engineering

The regularly scheduled hours will be Monday through Friday, 9:00 a.m. to 5:00 p.m. with one-half (1/2) hour to be taken for lunch. Effective September 2, 1997, the County, at its discretion, may reassign Highway Engineering employees to work, seven and one-half (7 ½) hour shifts which overlap or coincide with the Monday through Friday, 7:00 a.m. to 3:30 p.m. shifts of the outside highway employees. The County shall provide employees with forty-eight (48) hours’ notice of any shift change, except in the case of emergency.

Section D – Nursing

An employee shall have one (1) hour meal period, without work responsibility, at a reasonable time each day. This period will not be considered time worked.

Section E – Cleaners

Cleaner employees shall have a normal workday consisting of seven (7) hours of work, exclusive of one-half (1/2) hour per meal period with such hours usually to be scheduled from 4:00 p.m. to 11:30 p.m. and with no shift schedule to start earlier than 2:00 p.m. and no later than 4:00 p.m. Except in cases of emergencies, cleaner employees will be notified no less than forty-eight (48) hours prior to a shift change.

Section F – Outside Highway Employees

1. The regularly scheduled hours will be Monday through Friday, 7:00 a.m. to 3:30 p.m., with a one-half (½) hour lunch period to begin not earlier than 11:00 nor to end later than 2:30 p.m.

2. Upon thirty (30) days notification to the Union, the County may institute as noted below a four (4) consecutive day week, ten (10) hours per day for outside highway employees.
 - a. The aforementioned workweek may be instituted for all or a portion of the period from April 15th through November 15th.
 - b. All benefits based upon the eight (8) hour day such as vacations and sick leave will be adjusted proportionately for the ten (10) hour day so that on an annual aggregated hourly basis the benefits will be the same (except as noted in d.).
 - c. Overtime and such other benefits related to working hours will also be adjusted to provide for the ten (10) hour day as regularly scheduled hours when such ten (10) hour day is in effect.
 - d. Credit of 1 day's (10 hours) vacation shall be granted to employees whose day off (either Monday or Friday) falls on a holiday.

Section G – Coffee Breaks

Employees will be permitted to take no more than two (2) ten (10) minute "coffee breaks" in any one (1) day; at which time they may leave their work location. The "coffee breaks" shall be at a time mutually agreeable to the employee and his/her supervisor, taking into consideration the need and the function of the Department. In no case shall a "coffee break" be permitted if it is contiguous with the beginning or end of the employee's workday or contiguous with the beginning or end of the employee's lunch period. **This Section shall not apply to 911 employees.**

Section H – Summer Hours

During the period from June 15 through September 15, the County may schedule some working hours to begin up to one (1) hour earlier than the other nine (9) months of the year. The County will give consideration to the needs expressed by employees who may have a particular problem with their summer hours. **This Section shall not apply to 911 employees.**

Section I – Variation of Workweek – Workday

1. Variation of Workweek: The County may schedule a variation of the normal workweek with respect to starting and quitting times for certain departments consisting of a workweek of thirty-five (35) hours exclusive of a daily one (1) hour lunch period. The Departments and titles are as follows:

- Building Maintenance
- County Clerk and Motor Vehicle

- Information Technology
- Finance
- Mental Health
- Office For Senior Resources (Aging Service Aide, Aging Service Aide II, Day Care/Home Helper, Food Service Helper, OSR Drivers, Nutrition/SNAP Food Services Aide I, Nutrition/SNAP Food Services Aide II, SNAP Assistant Aide/Driver)
- Probation (Officers, Assistants and Trainees)
- Social Services (Investigators)
- Parks

Notes:

1. Employees assigned to Parks work a 40-hour workweek, exclusive of a 1/2 hour meal period.
2. The following departments or departmental units work outside a Monday through Friday schedule:
 - Parks
 - Office for Senior Resources – positions currently assigned to work on Saturday
 - 911 Employees
2. County Park Scheduling: Any Highway employee voluntarily assigned to the County Park may be scheduled on either a consecutive four (4), ten (10) hour day, workweek or a consecutive five (5), eight (8) hour day workweek. All Highway employees will be canvassed for workweek variations as above with current Park' employees having first preference and other highway employees having second preference. If there are insufficient volunteers, the least senior highway employees may be assigned. Except in the case of emergency, any Highway employee involuntarily assigned to the Park will be given forty-eight (48) hours' notice of such assignment.

Section J – Biometric Time Clock

A biometric time clock may be used in each department with remote locations so that members are able to record arrival and departure times. **This Section shall not apply to 911 employees.**

Section K – Shift Swaps, E-911 Employees.

Mutual Shift Swaps are an agreement between two full time 911 employees. Once a swap is made, the 911 full time employee accepting the swap assumes full responsibility for the shift. 911 full time employees may swap eleven (11) shifts per month to be paid back within a six (6) month period. Full time 911 employees shall not arrange “back to back” and/or “block” swaps so as to work more than two (2) consecutive shifts without eight (8) hours off between them, or which would result in long periods of time off. The Commissioner or his or her designee shall reserve the right to deny swaps if the safety or operation of the facility may be compromised. This includes, but is not limited to, maintaining at least one (1) employee on the “A”, “B”, and “C” lines who is available to work past their shift for an additional eight (8) hours.

If a full time 911 employee uses sick time, personal leave or any category of unscheduled time on a day before or after a swap twice within a six month period, the employee shall not be able to request new swaps for a thirty (30) day period.

A swap between two employees shall count toward the eleven (11) permitted swaps for both the employee giving and accepting the swap.

ARTICLE IV – COMPENSATION

Section A – Classification and Compensation

1. Rules for Administering the Salary Plan

- a. The rules which follow apply equally to provisional or temporary employees as well as those with permanent status employed in a budgeted position.
- b. All rates prescribed in the scales of pay are the standard rates of pay authorized for full-time employment.

2. New Appointees

A new appointee, with exception of 911 employees, shall be paid the minimum rate paid for the class to which his/her position is allocated unless the department head and Personnel Director shall certify to the County Executive, that it is not practicable to recruit at the minimum salary. The County Executive may then authorize recruitment at any step of his/her salary scale for his/her position. When a permanent

appointment is made at such increased minimum, all incumbents of such positions receiving less than such recruiting rates shall have their salaries brought up to such rate of pay.

3. Temporary Full-Time Nursing Employment

A temporary full-time nursing employee is an employee covered by this Agreement who is employed on a full-time basis for a specific period of time to work a normal workweek in the Employer's Health Department. A temporary full-time nursing employee will receive full fringe benefits unless the employee declines any or all of them.

4. Part-Time Employment (Excluding Seasonal and Nursing Personnel)

When employment is less than the established county workweek, the employee shall be paid at the proportionate rate of pay for the time actually employed.

5. Part-Time Nursing Employment

A part-time nursing employee is an employee covered by this Agreement who is employed on a regular basis to work less than the regular normal workweek. Such part-time nursing employee shall be eligible for prorated fringe benefits, including staff development programs and those mandated by law.

6. Temporary Part-Time Nursing Employment

A temporary part-time nursing employee is an employee covered by this Agreement and who works less than the regular normal workweek. Such part-time nursing employee shall be eligible for prorated fringe benefits, including staff development programs and those mandated by law.

7. Per Diem Employment (Excluding Seasonal Personnel)

Employees engaged to serve on a per diem basis shall receive 1/261 or 1/262, as appropriate during a leap year, of the beginning salary of the class of positions for which they have been hired for each day so engaged unless a specific rate of pay has been established by the County Executive. A per diem employee shall receive no fringe benefits except those mandated by law.

8. Temporary Assignment to a Higher Grade Position

A. Except for 911 employees and outside Highway Blue Collar employees, other employees who are assigned on a temporary or limited basis to a higher grade position and who so act for a period of at least twenty (20) consecutive workdays shall receive the minimum of the higher grade position retroactive to the assignment to the higher grade position unless

his/her present rate of pay exceeds such minimum. A higher grade position is defined as a currently vacant, encumbered or unencumbered budgeted position, allocated to a higher grade level in this agreement than the permanent employee's position whom receives the temporary assignment. All such temporary assignments, pursuant to this clause will require the authorization of the appropriate department head, evidenced by the filing of appointment paperwork, to include the usual Report of Personnel Change form filed with, and subject to the approval of, the Personnel Department. Under such circumstances the employee shall be compensated in accordance with Section B, Promotions. Employees will not be transferred from a temporary higher grade position solely for the purpose of avoiding the rate of pay of the higher grade.

B. 911 employees who are assigned on a temporary or limited basis to a higher grade position and who so act for a period of at least 20 consecutive workdays shall receive the same step as held in the previous position. Employees will not be transferred from a temporary higher grade position solely for the purpose of avoiding the rate of pay from the higher grade.

9. Training Positions

In certain technical fields, it is often very difficult to recruit experienced personnel. The Personnel Officer may, from time to time, designate certain positions as training positions. Individuals will be hired on the basis of their aptitude for their given job and trained over a period of time to become proficient in that job. It is recommended that such positions pay salaries one increment below the minimum of the established salary grade. Upon completion of the training period, the employee should be paid the minimum of the salary of the grade. **This provision shall not apply to 911 employees.**

Section B – Promotions and Voluntary Demotions

When an employee is promoted to a higher position, his/her salary shall be the minimum of that grade. If the employee's present salary is greater than the minimum salary of the higher grade position, he/she shall be placed on a step of the higher grade position which will result in a salary increase, which shall be at least the value of one (1) increment, of the higher grade.

Employees who voluntarily request placement into a lower grade position for which they qualify shall be placed on the step of the lower grade position as they would have been had they started or stayed in the lower grade position.

911 employees who are promoted shall be promoted to the same step as held in the previous position. 911 employees who voluntarily accept a demotion shall be demoted to the same step as held in his/her previous position.

Section C – Classification and Reclassification of Positions

All classification and reclassification of position title(s) covered by this agreement shall only occur pursuant to Section 22 of the New York State Civil Service Law.

Section D – Reallocation

1. Downward – When an employee's position is reallocated to a lower grade position, the employee shall be permitted to continue at his/her present rate of pay during the period of incumbency but shall not be eligible for a salary increase, except that if his/her present rate of pay is below the maximum of the lower grade, he/she shall be entitled to the increments of the lower grade until the maximum of that grade is reached.
2. Upward – When an employee's position is reallocated to a higher position, his/her salary shall be the minimum of the grade. If the employee's present salary is greater than the minimum salary of the higher grade position, he/she shall be placed on a step of the higher grade position which will result in a salary increase, which shall be at least the value of one (1) increment of the higher grade.
Any 911 employees' position which is re-allocated shall move to the same step as previously held.
3. The parties agree that there shall be no salary grade reallocation without consultation with the labor/management committee. The County Legislature will have the final decision.

Section E – Layoffs and Recall

Permanent labor and non-competitive class employees shall be laid off and recalled in order of seniority. Layoff shall occur to the least senior employees within the permanent title worked. A laid off employee may displace an employee with less seniority in a previous title worked. Recall eligibility shall be for four (4) years and the process presently applicable to competitive class employees for the purpose of reemployment to future vacancy shall apply.

Section F – Reinstatements

An employee reinstated within one (1) year shall be paid at a salary rate on a step within the approved salary range for the position to which he/she is reinstated. He/she shall not be entitled to a salary in excess of the salary received at the time he/she vacated his/her position, except that if the salary he/she received at the time he/she vacated his/her position is below the minimum of the grade to which he/she is reinstated, he/she shall receive the minimum of the salary grade.

Section G – Annual Increment

1. Increment Review - Each employee shall be reviewed annually by the Department Head for the purpose of determining which employees shall be recommended for incremental increases within the range for the class to which their positions have been allocated. All of the personnel records, tardiness and length of service shall be considered in making recommendations to the County Executive with major emphasis on the evaluation of service rendered. No employee shall be entitled to more than one step increase each fiscal year, unless said employee has been promoted, reallocated or reclassified to a higher position.

An employee denied an increment, upon request, will be given the opportunity to review their evaluation report.

2. Increment Payments – Employees who enter the service of the County between January 1st and June 30th of a particular year and have served continuously in their position will be eligible to receive an annual increment on the following January 1st. Employees who enter into service between July 1st and December 31st shall be eligible to receive an annual increment on the second subsequent January 1st.

Section H – Seniority – Job Opportunity – Career Ladder – Exams

1. Seniority
 - a. (1) For the purpose of vacation preference and job assignment, seniority shall be defined as length of continuous county service. Anyone leaving the employment of the county for more than one year will be considered as having a break in continuous service. Any unauthorized absence shall be deducted from an employee's length of continuous service.

Seniority for 911 employees shall be defined as continuous full-time employment within the department.

(2) Recently transferred employees shall not be permitted to bump a less senior employee who was previously approved for vacation.

(3) For promotional purposes, seniority shall be computed from the date of first permanent appointment with the county without a break in service.

b. For the purposes of bidding for snow routes within the Highway division during the snow season, November 15 to April 15, seniority, as defined in paragraph (a) above shall be used as the means to bid for snow routes, except when the Commissioner of Highways and Facilities (or his/her designee) determines it is in the best interest of the County to assign another employee to a route. In that instance, the Commissioner of Highways and Facilities shall notify the Union president of the reason(s) why such assignment was made.

c. For certain highway projects deemed crucial by Highway management, RMEO I, RMEO II and CEO job assignments for those projects will be based upon job qualifications, job performance and attendance determined at management's discretion. Highway management shall consult with a CSEA representative and/or a shop steward prior to implementation.

2. Job Opportunity

a. All job and promotional opportunities and job openings shall be conspicuously posted in all Departments for fifteen (15) calendar days on bulletin boards readily accessible to all employees within the county, prior to the examination or the filling of the positions, except where a civil service eligible list exists containing the names of three (3) or more candidates or for the filling of positions on a temporary basis. Temporary positions above entry level, where the appointment is for more than ninety (90) days, shall be posted and filled pursuant to Article IV, Section H(1) and (2). Entry level is defined as a position for which there are no promotional or collateral lines below it.

b. Promotional opportunities within County government will require first preference to be given to qualified employees within the department where the vacancy exists, and second preference to qualified employees within County government, before individuals outside County government are hired.

The Department Head shall consider the employee's seniority, job performance, job evaluations, attendance, experience and/or formal or informal education as they are related to the needs of the department in making promotional determinations.

Where there are two or more applicants from the same department, and where the job performance, job evaluations, attendance, experience and/or formal or informal education as they are related to the needs of the department have been considered and are substantially equal, then seniority shall be the determining factor.

When a Department Head anticipates choosing a less senior individual, such Department Head must document to the Personnel Department how the candidate chosen exceeds any senior employees on the factors of job performance, job evaluation, attendance, experience and/or formal or informal education as they are related to the needs of the department.

Within twenty (20) business days of the appointment, qualified candidates being considered for such appointment will be given written notice of the choice by the Department Head.

Such candidate will have five (5) business days after receiving written notice to provide the Personnel Department with specific reasons related to the factors of job performance, job evaluation, attendance, experience and/or formal or informal education as they are related to the needs of the department as to why they believe they should be the choice of the Department Head.

Notwithstanding the above, the County may hire an outside individual prior to promoting a current unit employee (in lieu of first and second preference language) provided that the outside individual possesses superior qualifications to that of any unit applicant and provided further that the union is notified in advance. In addition, the County shall notify any unit applicant of the disposition of their application.

The Personnel Department shall notify all applicants in writing, within ten (10) business days of receipt of the appointment notice (RPC) from the department, if they are unsuccessful in the candidacy for any canvassed position from a civil service promotion eligible list.

3. Career Ladder Committee

- a. A committee is established consisting of six (6) persons, three (3) County; three (3) Union to determine a set of career ladder opportunities within all departments of the County. The career ladder, as agreed to by this Committee, will be administered by the head of the department.
- b. The Committee will:
 - (1) Report back to the County Executive, and the Executive Committee of the Union.
 - (2) Review and suggest changes in job specifications. Such suggested changes may be forwarded to the Personnel Officer for review and action where deemed necessary.
 - (3) Provide input as appropriate for determining the training programs for employees who move up in this Career Ladder Program.
- c. These training programs will be provided by the County to any eligible employees. Exclusion of certain titles in the contract from the training programs will be determined by the Committee.

4. Payment of Fee for Competitive Examinations.

The County will waive the filing fee for County employees who participate in promotional civil service examinations. When a member takes an open competitive examination and a promotional examination at the same time, the open competitive examination fee will be waived or reimbursed, provided the member actually sits for the examination.

5. Tuition Reimbursement

1. Tuition Reimbursement – Employees, including 911 employees hired after March 5, 2020, shall be reimbursed 80% of the total cost of any course of study up to \$1,000.00 per course, provided that there is no other reimbursement for the cost and the County determines that the course is job related and proof of a passing grade is provided. This section of the Agreement concerning tuition reimbursement is not subject to the grievance procedure.
2. Tuition Reimbursement for 911 Employees - Current 911 employees on the payroll on March 5, 2020 shall receive the following education benefit but shall

not be credited with any additional credits and grandfathered at current level and shall not be eligible for any further increases as a result of any additional credits earned.

30 credits	\$275.00
60 credits	\$425.00
90 credits	\$575.00
120 credits	\$725.00
150 credits	\$875.00

3. Tuition Reimbursement – Nursing – A full-time employee shall receive full reimbursement for tuition and fees for each successfully completed course of advance study in nursing as well as courses taken to improve on-the-job performance, provided however, that such employee shall first obtain approval from the Department Head and from the County Executive for such advanced study or courses to improve on-the-job performance and provided further that such employee shall acceptably complete such courses and exhibit proof thereof and provided further that such employee accepting such tuition refund agrees to remain with the Department for a period of at least one (1) year subsequent to the completion of such course.

Section I – Salary

Effective January 1, 2017: Each step on the salary schedule shall be increased by one and one-quarter percent (1.25%) with no retroactive payment.

Effective January 1, 2018: Each step on the salary schedule shall be increased by one and one-half percent (1.50%) with no retroactive payment.

Effective January 1, 2019: One and three quarter percent (1.75%) with retroactive payment from January 1, 2019 for those bargaining unit employees on the payroll on March 5, 2020. Retroactive payment shall be made within 60 days of March 5, 2020.

Effective January 1, 2020: Each step on the salary schedule shall be increased by two percent (2.00%).

Effective January 1, 2021: Each step on the salary schedule shall be increased by two percent (2.00%).

Effective January 1, 2022: Each step of the salary schedule shall be increased by two percent (2.00%).

Effective January 1, 2023: Each step of the salary schedule shall be increased by three and one-half percent (3.50%). See attached rollover Memorandum of Agreement and salary schedule annexed hereto as Appendix H.

Signing Bonus:

Bargaining unit employees hired prior to December 30, 2017 and on the payroll on March 5, 2020 shall receive a one-time \$1,500 signing bonus not added to base salary. Those bargaining unit employees hired on or after January 1, 2018 shall receive a one-time bonus of \$500 not added to base salary. Payment shall be made by separate payment within 30 days of March 5, 2020. Part-time employees shall receive a pro rata bonus based upon a thirty-five (35) hour work week.

Section J – Longevity

1. All Employees on the payroll on March 5, 2020 shall receive longevity payments prospectively as follows:

Completion of 10 years of continuous County employment	5.00%
After 15 years of continuous County employment	5.00%
After 20 years of continuous County employment	5.00%
After 25 years of continuous County employment	3.00%
After 30 years of continuous County employment	3.00%
After 35 years of continuous County employment	3.00%

2. All those employees hired after March 5, 2020 shall receive annual longevity as follows:

After 10 years of continuous County employment	\$1,500
After 15 years of continuous County employment	\$2,000
After 20 years of continuous County employment	\$2,500
After 25 years of continuous County employment	\$3,000
After 30 years of continuous County employment	\$3,500

Note: The longevity amounts for bargaining unit employees hired after March 5, 2020 are non-cumulative and not compounded by future wage increases but are added to base salary for overtime purposes.

3. Longevity Payments for 911 Employees

(a) 911 employees hired prior to March 5, 2020 shall be entitled, prospectively from March 5, 2020, to receive the same longevity as negotiated for all CSEA employees according to the new schedule. Said chart shall include 911 employees on the payroll at the time of March 5, 2020. Longevities will be calculated by subtracting any amount which the employees may have been entitled to under the terms of the PCSEA Agreement effective from 2012-2016 from the amount which they will now be entitled to under the terms of the new CSEA agreement.

(b) All 911 bargaining unit employees hired after March 5, 2020 shall be entitled to annual longevity in the following amounts, which shall be non-cumulative and non-compounding, but shall be added to the base for the purpose of calculating overtime:

10 years of continuous County employment:	\$1,500
15 years of continuous County employment:	\$2,000
20 years of continuous County employment:	\$2,500
25 years of continuous County employment:	\$3,000
30 years of continuous County employment:	\$3,500

Section K - 911 Annual Stipends (Certifications)

The following stipends shall be applicable to 911 employees:

EMT-D (Level I): \$2,000

EMT-P (Level IV): \$7,000 but only applicable to anyone receiving this stipend as of 7/1/17, AND provided that the certification is current on March 5, 2020. These individuals will continue to receive the stipend only as long as certification remains current and the paperwork is provided to the Bureau of Emergency Services verifying the certification within thirty (30) days of its expiration. Failure to provide verification within said time period may result in the loss of the stipend.

New hires and any employee not currently receiving the stipend shall not be eligible for this stipend.

Section L – Overtime – Call-in Pay (Non 911 Employees except where provided)

1. Overtime – Regular (Non 911 Employees)

Overtime compensation at time and one-half will be paid to all employees working outside their regular scheduled hours, pursuant to requests by supervisor, with the following exceptions:

- a. Cleaners and maintenance employees shall receive overtime compensation at time and one-half (1 1/2) when the total hours worked in any week exceed forty (40) hours.
- b. Full-time employees required to work continuously after regularly scheduled hours will be guaranteed a minimum of one (1) hour overtime at applicable rates.
- c. Part-time employees (other than Nurses) as defined in Article IV Section A (4) will be eligible for overtime compensation at time and one-half (1½) only when the total hours worked in any week exceed the established workweek for the classification of work, 35, 37.5 or 40 hours as the case may be.
- d. Part-time nurses will be compensated pursuant to existing agreement in Addendum.
- e. Effective 7/1/08, when called out for overtime, outside blue-collar Highway employees will be paid for one-half (½) hour for inbound travel to the work site.
- f. Notwithstanding the language above, unscheduled sick time shall not be included when calculating the number of hours worked for purposes of determining whether a bargaining unit employee is entitled to overtime under this section, provided such unscheduled sick time was used after the earning of such overtime within the same pay week.

2. Overtime – Holidays

- a. Employees assigned to work on paid holidays (other than Thanksgiving Day, Christmas Day, or New Year's Day), shall receive, in addition to their regular days' pay, time and one-half (1½) for all hours worked.
- b. Employees assigned to work on Thanksgiving Day, Christmas Day, or New Year's Day shall receive, in addition to their regular day's pay, double time (2), for all hours worked. When Christmas falls on a Saturday or Sunday and an employee is assigned to work, he/she shall receive, in addition to their regular day's pay, double time and one half (2½) for the time worked between 7:00 a.m. and 6 p.m. Any time worked when Christmas falls on a Saturday or Sunday outside the 7 a.m. to 6 p.m. window shall be compensated at regular pay, plus double time

- c. When Parks personnel are required to work on a holiday, they will receive time and a half (1½) for each hour worked on such holiday, plus compensatory time (normal work hours for one day) for such holiday.

When a holiday falls on a normal day off, park personnel shall receive compensatory time (normal work hours for one day) for such holiday. For the purposes of this section, the holiday shall be the day observed by the County.

- d. Holiday Pay – 911 Employees:

911 full time employees who rotate shifts and/or days off and/or are regularly scheduled to work on holidays shall be entitled to 11 holidays, excluding the day after Christmas. The holidays are as follows: New Year’s Day, Martin Luther King, Jr.’s Birthday, President’s Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Day. 911 full time employees scheduled to work shall be entitled to be paid at a rate of time and one-half (1.5X) for all hours worked on any of the above enumerated holidays, except for Thanksgiving and Christmas which will be paid at a rate of double time (2X). All 911 employees not scheduled to work on a paid holiday who are required to work on such paid holiday shall be paid at the rate of double time (2X).

3. Compensatory Time-Off

At the employee's option, compensatory time off at the applicable rate may be taken in lieu of monetary compensation for overtime, except that outside blue-collar employees may accumulate up to sixty (60) hours compensatory time.

The Federal Fair Labor Standards Act (FLSA) limits the amount of compensatory time that may be earned by non-law enforcement employees at 240 hours. If an employee works overtime, and they have already accrued 240 hours of compensatory time, they must be paid for the hours worked above this limit.

4. Compensatory Time-Off (911 Employees)

911 employees may elect to take time off duty in lieu of payment for overtime worked. Compensatory time off shall be at the rate of one and one-half hours off for each hour of overtime worked. The election to take compensatory time off will be made in writing on forms prescribed by the Department Head. In the absence of any such election, the

overtime work will be paid for at the regular overtime rate. Requests for compensatory time off shall be granted in the order that they are received. The granting of compensatory time off shall be at the discretion of the Department Head. In the event that more than one request is received at the same time, seniority shall govern. The Department Head shall promulgate rules for the recording, accumulation and use of compensatory time. There shall be a 96 hour annual "hard cap" on compensatory time for all 911 employees hired prior to May 26, 2017. For all 911 employees hired on or after May 26, 2017, there shall be a 72 hour annual "hard cap" on compensatory time. 911 employees may not earn, accrue, and use more than 96 hours during any calendar year, or 72 hours for all such employees hired on or after May 26, 2017. 911 employees wishing to take compensatory time must request such time at least 48 hours in advance. 911 employees may request once, during a calendar year, payment for compensatory time, but, in no event, may the 911 employee accrue more than 96/72 (as applicable) hours during the calendar year. Any compensatory time remaining at the end of the calendar year shall be paid before the end of the following month.

5. Call-In Pay

- a. If an outside Blue Collar highway employee is called in to work, before or after the normal workday, or called-in on a non-workday, he/she shall receive a minimum guarantee of four (4) hours compensation at the applicable overtime rate, provided said recall duty is not contiguous with the employee's normal workday.
- b. All other employees other than highway (outside Blue Collar) will receive a minimum call in of two (2) hours.
- c. Call-In Pay (911 Employees)
911 employees who are called in to work at a time when they are not normally scheduled, and provided that such time is not contiguous to the work day, will receive a minimum of three (3) hours' overtime compensation, regardless of the amount of time the employees' assigned duties may require. The County retains the right to require an employee to work the full three (3) hour period at such duties as the Commissioner of the Bureau of Emergency Services may require. If an employee is required to work additional hours contiguous to the work day, he or she shall be compensated only for those hours actually worked.

6. Overtime Payment

a. County employees who shall be entitled to overtime payment shall have the hours of such payment indicated on the check stub or on a separate check issued for such overtime payment.

b. Overtime Payment (911 Employees)

(1.) Definitions:

Mandatory Overtime: Where a 911 employee is not currently working a shift, but is required to report to work.

Voluntary Overtime: Where a 911 employee voluntarily agrees to work an overtime shift or any period of a shift.

Forced Overtime: Where a 911 employee is currently working a shift and is required to remain at work for more than 30 minutes.

(2.) Voluntary Overtime List:

Offered on a rotating basis. The list shall be maintained in order of seniority (most to least). Should the individual at the top of the list refuse overtime or be non-responsive to a request, they shall move to the bottom of the list. Once a 911 employee has worked a voluntary overtime shift, they move to the bottom of the list. The Dispatch Center Supervisor and the Dispatch Center Shift Supervisors shall be included on this list for the purposes of offering overtime.

(3.) Mandatory Overtime List:

Offered on a rotating basis. The list shall be maintained in order of seniority (least to most). Should the individual at the top of the list be non-responsive to a request or if they are ineligible for overtime for whatsoever reason, they shall remain at the top of the list. An individual shall move to the bottom of the list once they have been called and have worked a mandatory overtime shift. The Dispatch Center Supervisor and the Dispatch Center Shift Supervisors shall be included on this list for the purposes of requiring/mandating overtime.

7. Weekend Overtime

The County's regular workweek begins at 12:00 a.m. Saturday and runs through 11:59 p.m. on the following Friday evening. Overtime work after the close of the weekly schedule for the week prior to payday will be paid on the subsequent payroll.

Employees required to work overtime between the hours of 12:00 a.m. Sunday and 12:00 a.m. Monday will be paid at the rate of two (2) times the regular wages for each and every hour worked. **This provision shall not apply to 911 employees.**

8. Early Release

On occasion, the County Executive may release employees early, prior to certain holidays. Such early release is typically in one or two-hour increments, resulting in employees receiving full pay for the day while actually working less than their standard workday.

However, not every employee can leave work early on these days since they may be doing work that requires their continued presence at work beyond the early release.

In those cases where employees work beyond their early release time, they will be paid on a straight time (hour for hour) basis for such time worked. In other words, such employees would not be eligible for overtime, until such point at which they surpass their normal workday/workweek hours, pursuant to applicable contract language. (As per MOU dated 4/3/12)

This provision shall not apply to 911 employees.

9. Training (911 Employees)

All 911 employees must keep current certificates for the required trainings current and valid. The County of Putnam will be responsible for the cost of all required trainings. All of the required trainings shall be administered to newly hired 911 employees within the first six (6) months of employment.

10. Force Policy.

Involuntary Shift Schedules (Forced Overtime)

A. There will be operational needs of the Department requiring a 911 employee to work shifts beyond their regularly scheduled shift, referred to as "forced overtime."

(1.) All shifts are subject to coverage by forced overtime.

B. The dates and times of those 911 employees who are forced will be recorded on forms issued by the Department Head or his designee.

C. The forms will include but not limited to, the following;

(1.) the date a 911 employee is "forced"

- (2.) the names of volunteers requested to work the overtime prior to the use of “forced overtime”
 - (3.) the most recent date and the oldest date each 911 employee was forced
 - (4.) the names of 911 employees who are working the current shift and being considered for forced overtime.
- D. When a forced overtime form is no longer in use, the form will be forwarded to administration for record keeping.
- E. Criterion:
- (1.) When two or more 911 employees have the same forced date, the 911 employees will be forced in reverse seniority.
 - (2.) 911 employees CANNOT volunteer out of date rotation to work a forced overtime date from the worksheet.
 - (3.) Once a 911 employee is advised that he/she is forced to work the next shift and cannot leave, the forced date is to be credited to that 911 employee.
 - (4.) 911 employees who are working a switched shift carry their force date with them.
 - (5.) 911 employees will be notified if they are going to be forced as soon as practicable after a force situation will be required.

Section M - Shift Availability (911 Employees)

1. If a shift vacancy exists forty-eight (48) hours in advance, the Department shall have the right to fill the shift with part-time Dispatchers before reverting to the voluntary overtime list. If the shift cannot be covered by a part-time Dispatcher, voluntary overtime shall be offered on a rotating basis in order of seniority and the list shall include all full-time 911 employees. Once the seniority list is established, it shall continue on a rotating basis without regard for the calendar year. Should there be no volunteer for said shift then the forced/mandatory overtime policy shall go into effect.
2. If a shift vacancy exists less than forty-eight (48) in advance, the vacancy shall be filled as follows: full-time 911 employees first. If insufficient full-time dispatchers are

available, part-time dispatchers shall be called next. If the vacancy still exists then the forced/mandatory policy shall go into effect.

Section N – 911 Night Differential

The night differential for 911 employees shall be 5% for the A Line and 4.5% for the C Line.

Section O – Mileage Reimbursement

1. Employees Other Than Nurses

Any County employee using his/her own car for County business, with the prior approval of the Department Head, shall be reimbursed at the current Internal Revenue Service (IRS) rate.

As stated above, mileage reimbursement will be determined by the IRS rate. All employees will deduct from their daily total mileage the amount of miles of a round-trip from their home to their assigned office. This deduction will not apply when the employee works on a holiday, a day off or outside his/her normal workday. Documentation should be attached to the voucher setting forth the date, time and place of all meetings. When a meeting notice is not available, written authorization of the Department Head will suffice.

2. Nurses

The County shall provide county-owned vehicles if available for official business only. If a County car is not available, an employee may be required to utilize personal transportation, and shall be reimbursed for such use at the Internal Revenue Service (IRS) rate. Use of personal transportation is subject to approval by the Department Head.

If it becomes necessary for an employee to utilize personal transportation and such personal transportation is mechanically unfit, or the employee does not own personal transportation, then the County shall provide a vehicle for the conducting of official business.

All employees will deduct from their daily total mileage the amount of miles of a round-trip from their home to their assigned office. This deduction will not apply when the employee works on a holiday, a day off or outside his/her normal workday. Documentation should be attached to the voucher setting forth the date, time and place of meetings. When a meeting notice is not available, written authorization of the Department Head will suffice.

Section P – Tool Allowance

All Automotive Mechanics and Automotive Mechanic Helpers in the Highway Division will be allowed up to four hundred fifty dollars (\$450) annual reimbursement for repair, replacement or purchase of County required tools, upon submission of properly authenticated vouchers with necessary receipts. An inventory of County tools must be completed by each benefited employee by January 1, 1998 and annually thereafter. All tools purchased with County funds must remain the property of the County of Putnam.

Section Q – Meal Compensation

Both the County and the Union agree that any outside Blue Collar Highway employee working three (3) hours prior to or beyond his/her regular schedule or shift will be given a meal allowance of twelve dollars (\$12) [fifteen dollars (\$15) effective March 5, 2020]. Mealtime is not considered to be time worked.

Section R – Stand-By Pay – Caseworkers and Nurses

1. Stand-By Pay:

All Department of Social Services Caseworkers on standby shall be paid for a minimum of one hour’s pay at the applicable overtime rate for all time spent on after-hour calls during their standby shift, totaling one hour or less. The total time spent on after-hour calls during their standby shift, in excess of one hour, shall be paid at the applicable overtime rate.

Caseworkers and Nurses required to standby during evenings, weekend or holiday hours shall be compensated on the following basis for such standby:

Effective 9/2/97

a.	<u>Weeknights - Monday through Thursday</u>	
	5:00 p.m. – 9:00 a.m.	\$25.00
b.	<u>Weeknights – Friday</u>	
	5:00 p.m. – 9:00 a.m.	\$30.00
c.	<u>Weekends – Saturday and Sunday</u>	
	9:00 a.m. – 5:00 p.m.	\$25.00
	5:00 p.m. – 9:00 a.m.	\$30.00
d.	<u>Holidays</u>	
	9:00 a.m. – 5:00 p.m.	\$25.00
	5:00 p.m. – 9:00 a.m.	\$30.00

2. Assignment of CPS After-Hours Duty

- a. Caseworkers shall be assigned after-hours duty on a rotating basis, with each worker picking one (1) slot at a time in order of seniority until that particular month's slots are filled. Subsequent months shall use the same format, with the top worker from the previous month moving to the bottom of the list and all other workers moving up one (1) position.
- b. The exception to this procedure will be when a worker(s) has (have) been granted approved vacation time or other extended leave during a particular month that encompasses seven (7) consecutive calendar days. When this should occur, the worker will be able to make all of their selections on their first turn.

3. On-Call Environmental Health Staff

Commencing January 1, 2009, the County will compensate Environmental Health employees for their stand-by duties in the same fashion as Caseworkers and Nurses are compensated, as delineated in the CSEA Agreement, Article IV, Section R, Stand-By Pay – Caseworkers and Nurses. It is understood that although this has been a voluntary program to date, should the Commissioner of Health not have enough volunteers for 24/7 coverage, the Commissioner may assign qualified employees in the Health Department for such emergency phone coverage.

Section S – Salary Lag

The County has one-week salary lag system in place.

Section T – Final Salary

Resigning employees will be paid on a lump sum basis.

Section U – Deferred Compensation

Employee payment to the deferred compensation program authorized by the County shall be made in accordance with Article I, Section A(2).

Section V – Direct Deposit

ALL employees shall be required to receive their pay via direct deposit. All employees pay stubs will only be made available through the employee portal. The County will permit employees in the DMV, DSS and Highway Departments to access the employee portal at a kiosk with a printer provided at a remote location on County time. No more than 30 minutes of County time shall be used for this purpose within a single pay period. The parties shall

meet in Labor Management to discuss kiosk locations and implementation date for this provision.

ARTICLE V – SAFETY AND HEALTH

The County agrees to maintain a working environment that serves the comfort and well-being and safety of its employees. The Safety Committee (Article V, Section 4) referred to in this agreement shall serve as the sounding board for any employees with concerns in this regard. The sole enforcement agencies for this provision shall be limited to any of the statutorily authorized agencies for the enforcement of safety issues and not the grievance process contained herein.

The County and CSEA will implement the attached Putnam County Alcohol and Drug Policy (See Appendix "I").

Section A – Random Controlled Substance and Alcohol Testing

Effective September 2, 1997, any County employee who in the normal course of his/her work is required to drive a vehicle while on County business shall be subject to the same random controlled substance and alcohol testing policy and procedure that applies to employees with commercial driver's licenses (CDL) (See Putnam County Drug Free Workplace Policy and Procedure for CDL Drivers, Appendix J). **This Section shall not apply to 911 employees.**

Section B – Motor Vehicle Convictions

Effective September 2, 1997, any County employee who, as a regular part of his/her employment, drives a vehicle for County business must notify his/her Department Head, by the next business day, of any and all moving motor vehicle convictions, whether due to driving on or off duty. All County employees, to whom the above paragraph applies, must notify the County of all DWI summonses immediately.

Section C – Equipment and Clothing

1. Highway, Facilities, Park 911, and Environmental Health Employees

- (a) The County will provide safety and foul weather equipment, in accordance with the provisions of the safety manual, to outside highway, facility, park personnel and to environmental health employees assigned to outdoor duties.
- (b) The County will provide two (2) issues of the standard safety shoe per year for outside highway, maintenance personnel and outside environmental health employees;

- (1) An eligible covered employee shall be allowed to either continue with the same provision of two (2) issues of up to \$65 reimbursement or payment directly to the vendor by the County for safety shoes, or
 - (2) An eligible covered employee may select a one-time (annually) issue of up to \$130 reimbursement or payment directly to the vendor by the County for the safety shoes. (Per 5/8/2012 MOU)
 - (c) Inside highway personnel shall receive one (1) issue of the standard safety shoe per year.
 - (d) Notwithstanding the foregoing, employees shall be allowed to take the dollar equivalent of the standard safety shoe issue and apply it toward the actual purchase of an upgraded shoe of the employee's choice. In such case, payment will be made upon proof of purchase.
 - (e) Those members of the highway department and maintenance personnel in the County Office Building who have in the past received uniform work clothes will continue to receive the same.
 - (f) All of the aforesaid equipment and clothing shall be replaced upon accounting by the employee either by retiring the article to be replaced or by giving an acceptable explanation of why the article needs to be replaced or as more specifically outlined in Section 1.a. above.
2. The County will provide full time 911 employees, upon completion of probationary period, with four (4) issues each of shirts and pants, two (2) issues of non-hooded sweatshirts, and one (1) issue of a jacket. All of the aforesaid clothing shall be replaced upon accounting by the employee by either retiring the article to be replaced or by giving an acceptable explanation of why the article needs to be replaced. Full time 911 employees shall also be entitled to a shoe allowance of up to \$100 per year which will be reimbursed upon a furnishing of a receipt to the Commissioner of Emergency Services. Shoes must be closed toe, black and either sneakers, shoes or boots. Part-time 911 employees shall receive 1 pair of pants and 1 shirt upon completion of probation.
3. Highway Employees – Sanitary Facilities
The County agrees to provide highway employees sanitary facilities at the following

locations: 6N Stockpile, Fair Street Stockpile, Cold Spring Stockpile, Putnam Valley, Brewster Stockpile, and Putnam Lake Stockpile.

4. First Aid Kits and Cots

The County agrees to furnish each County building, where practicable, with a first aid kit and a collapsible cot or roll-up mat to be maintained by the County Health Department.

5. Safety Committee

There is to be established in the County a personnel safety committee consisting of two (2) members of the County to be appointed by the County Executive and two (2) members of the Union to be appointed by the Union president. This committee shall recommend safety regulations. The final decision on the establishment of written rules and the implementation of safety regulations shall rest solely with the County Executive.

6. Video Display Equipment

The County and CSEA agree that employees working on video display equipment shall have safe and healthy work environments. This environment shall avoid excessive noise, crowding, contact with fumes, and other unhealthy conditions.

The County agrees wherever possible to design the flow of work to avoid long, uninterrupted use of video display equipment by employees. Employees who work with video display equipment for three (3) or more hours per day shall be subject to the following conditions:

Every employee working on video display equipment shall be allowed to take an alternate work break from his/her screen; such breaks shall be for fifteen (15) minutes and shall occur after three (3) hours of work on the screens as necessary. Such breaks will be in addition to regularly scheduled breaks.

Workplace concerns such as workstation design, operator chairs, worktables along with other work environment aspects such as illumination and glare shall be adhered to in accordance with Putnam County Legislature Resolution #265 of 1988 and guidelines on VDT Ergonomics. The County agrees to implement these guidelines during the 1989 fiscal year.

The County agrees to inspect each machine in use on a regular basis and to maintain all equipment in proper repair, state of cleanliness, and working order with the cooperation of the employee. A log of such inspection shall be kept with each machine.

Measures are advisable to avoid excessive discomfort and fatigue for a pregnant employee who is using the VDT, by insuring she can sit comfortably, has good working conditions and is able to take regular breaks. The County is required to keep records on each employee for the duration of his/her employment, as required by State and Federal Law. Such record shall include information on test results. Access to such records shall be limited to the individual employee, CSEA and bona fide health researchers (with the employee's approval).

This provision shall not apply to 911 employees.

ARTICLE VI – HOLIDAYS WITH PAY

Section A – List of Days (Non 911 Employees except those who normally work Monday through Friday)

The following days will be treated as paid holidays:

- | | |
|------------------------------------|-----------------------------------|
| New Year's Day | Columbus Day |
| Martin Luther King, Jr.'s Birthday | Presidents Day |
| Veterans Day | Thanksgiving Day |
| Memorial Day | Friday Following Thanksgiving Day |
| Independence Day | Labor Day |
| Christmas Day | |

The day after Christmas shall be observed as a paid holiday only if the day after Christmas is a Monday, Tuesday, Wednesday, Thursday, or Friday.

Section B – Board of Election Employees

Where pursuant to Section 206(a) of the County Law, a particular department is required to remain open on one of the above holidays, which is not deemed to be a legal holiday under the Laws of the State of New York, then those persons who work shall be entitled to receive one and one-half (1½) days off as compensatory time off added to vacation at a time

convenient to Department Head and employee. Board of Election employees required to work on Election Day shall be compensated at time and one-half (1½) for the hours worked prior to 9:00 a.m. and after 5:00 p.m., plus one (1) day added to vacation or taken at a time convenient to employee.

Section C – Holidays Falling on Saturday or Sunday (Including only 911 Employees who work Monday through Friday)

If any of the above holidays fall on a Saturday, the preceding Friday shall be considered the holiday, and if any of the above holidays fall on a Sunday, the following Monday shall be considered the holiday. This provision shall not apply to the day off after Christmas Day.

Section D – Number of Paid Holidays

The holiday schedule set forth herein shall be deemed to grant employees no more than twelve (12) paid holidays in any one year. **This Section shall not apply to 911 employees.**

Section E – Additional Holidays

It is understood that in addition to the above, the County Executive may designate such other days as he/she chooses as paid holidays or other excused days without establishing precedent under similar circumstances.

This Section shall not apply to 911 employees.

ARTICLE VII – VACATION WITH PAY

Section A – Schedule of Allowance

Employees covered under this agreement, as well as 911 employees as of January 1, 2020, as continuous permanent employees shall earn vacation with pay in accordance with the following schedule:

1. During the initial year, through the first three (3) years of employment: 5/6th of a day per month will be accrued, to a maximum of ten (10) days per year.
2. Commencing with the fourth (4th) through the eight (8th) full year of employment, on the first day of the month following an employee's anniversary date: 1¼ days per month will be accrued, to a maximum of fifteen (15) days per year.

3. Commencing with the ninth (9th) year of employment, and each year thereafter, on the first (1st) day of the month following an employee's anniversary date: 1^{2/3}rd days per month will be accrued, to a maximum of twenty (20) days per year.
4. Nurses Only – After thirteen (13) calendar years of continuous employment they shall receive twenty-one (21) days per year.

Section B – Accumulation

1. Vacations can be taken in the year or years earned and may be accumulated up to forty (40) days. In the event more than one (1) employee requests the same vacation period and can reasonably be spared from his/her duties, such employees who can reasonably be spared shall be granted vacation on seniority in the respective department or within the respective work area. Vacations must be taken by an employee and given by the Department Head under such circumstances where the employee's failure to take such vacation would result in the loss to the employee of vacation time. **This Section shall not apply to 911 employees.**
2. With respect to 911 employees, in the event more than one employee requests the same vacation period and can reasonably be spared from assigned duties, vacation shall be granted based on seniority in the respective department or within the respective work area. It shall be in the sole discretion of the department head to determine whether or not more than one employee can be reasonably spared from assigned duties at any one time. Vacations must be taken by an employee and given by the department head under such circumstances where an employee's failure to take such vacation would result in the loss to the employee of vacation time. Vacation can be taken in the year or years earned and may be accumulated up to forty (40) days. 911 employees shall have until December 31, 2020 to use any and all accrued vacation time over and above 40 days. Any accrued time over and above 40 days remaining at that time shall be lost.

Section C – Highways & Facilities Vacation Request (As per MOU dated 2/19/10)

The County Department of Highways & Facilities may establish a deadline(s) whereby employees shall be encouraged and requested to submit vacation requests. The County will discuss a deadline(s) with CSEA prior to the establishment of such deadline(s). Vacation requests submitted by such deadline shall be granted pursuant to Article VII,

Section B, of the Collective Bargaining Agreement. Once a vacation is approved, such request cannot be cancelled as a result of an employee with greater seniority submitting a vacation request after the established deadline.

Section D – Formula for Payment in Event of Retirement

On retirement, normal service retirement, or retirement due to disability or sickness, the following shall be used in awarding vacation for the year during which such retirement occurs.

$$\begin{array}{rcc} \text{No. of Months Worked} & \times & \text{No. of Days to Be Earned} \\ 12 \text{ months} & & \text{in current year} \end{array}$$

Section E – Holidays During Vacation

Holidays or special days granted during a vacation period shall not be charged to vacation.

Section F – Hospitalized During Vacation

In the event an employee is hospitalized during his/her vacation, said employee may elect to convert the scheduled vacation time to sick leave time and it shall be so charged. The employee may be required to furnish reasonable proof as to the hospitalization, when the request for change to sick leave accruals is made.

Section G – Manner of Payment in Event of Retirement

1. Payment in Lump Sum: An employee shall have the option of receiving payment for earned and unused vacation upon retirement with two (2) weeks written notice, in a lump sum payment or to remain on the payroll for the accrued vacation period.
2. In the Event of Death of Employee: In the event of death of an employee, payment shall be made to the surviving spouse or beneficiary, as the case may be, upon a form executed by the employee and filed with the County, designating the beneficiary and specifying location payment is to be forwarded to.

ARTICLE VIII – LEAVES

Section A – Absence from Duty

Absence from duty by an employee of the County by reason of sickness or disability of himself or herself, or by reason of illness, disability or death of a member of his/her family, shall be allowed according to the regulations in this Article.

Section B – Bereavement Leave

1. In the event of death in the employee's immediate family, he/she shall be granted time off without loss of regular pay up to a maximum of four (4) non-consecutive workdays (except 911 employees), not chargeable to sick leave accruals, one of which shall be the day of death, or day of funeral. However, no employee shall receive less than three (3) working days. However, any leave requested and granted beyond said four (4) days shall be considered and charged as "sick leave" provided said employee has sufficient accrued sick leave. All 911 employees shall be entitled to three (3) non-consecutive bereavement days.
2. Leave taken by reason of death in an employee's immediate family shall be limited to the following relatives: mother, father, brother, sister, spouse, child, mother-in-law, father-in-law, grandfather, grandmother, grandchildren, current step-parents, step-children and domestic partner. For the purposes of Article VIII, domestic partner shall be defined as any individual who is an unmarried person 18 years of age or older and competent to contract, unrelated by blood to his or her domestic partner in a manner that would bar their marriage in New York State and who is sharing a common household with a partner in a close and committed, financially interdependent personal relationship. For a member to be eligible for bereavement leave for the death of a domestic partner, such partnership shall have been registered in accordance with Chapter 143 of the Putnam County Code. In the event that the member is not a resident of the County of Putnam, then he or she shall provide either (1) proof of registration in the County in which he/she resides, or (2) a fully executed Affidavit in the form attached hereto as Appendix "K."
3. Reasonable verification of the death may be required by the County.

Section C – Family Illness Leave

1. An employee may receive up to three (3) workdays of personal leave for a serious illness in the immediate family, not chargeable to sick leave accruals, but any leave taken beyond said three (3) days shall be considered and charged as sick leave. The leave shall be limited to one (1) occasion per family member per calendar year. Said additional days may be granted by the Department Head, provided said employee has sufficient accrued sick leave.
2. Leave taken by reason of illness in the employee's immediate family shall be limited to the following relatives: mother, father, brother, sister, spouse, child, mother-in-law, father-

in-law, grandfather, grandmother, current step-parent, step-children and domestic partner. For a member to be eligible for Family Illness Leave for the illness of a domestic partner, such partnership shall have been registered in accordance with Chapter 143 of the Putnam County Code. In the event that the member is not a resident of the County of Putnam, then he or she shall provide either (1) proof of registration in the County in which he/she resides, or (2) a fully executed Affidavit in the form attached hereto as Appendix "K."

3. Reasonable verification of serious illness may be required by the County.

Section D — Personal Leave

1. Personal Leave is leave with pay for personal reasons, and may be taken upon request to and permission from the employee's Department Head. This request shall be made by the employee with at least three (3) full working days' notice, except in cases of emergency.
2. Personal leave may be taken in a minimum of two (2) hour periods, except that with respect to 911 employees, such personal leave shall be taken either at the end or the start of said applicable shift. An employee, not including 911 employees, may take one (1) hour of personal leave either at the beginning of a work day or at the end of a work day, where such personal leave is taken due to snow accumulations and only upon request to, and permission from the employee's Department Head.

3. Personal Leave – 911 Employees Only:

Personal leave days shall be granted only upon request of at least forty-eight (48) hours prior to the requested personal leave date, except in case of emergency, and shall be subject to the approval of the Commissioner of the Bureau of Emergency Services or his/her designee.

Requests for personal leave which are made no sooner than thirty (30) days nor later than twenty (20) days prior to the date sought, will be responded to within five (5) days of the request. Requests for personal leave which are made less than twenty (20) days prior to the date sought will be responded to within three (3) days from the date of the request.

Any amount of personal leave in excess of the employee's entitlement may be granted only upon the recommendation of the Commissioner of the Bureau of Emergency Services or his/her designee.

Unused personal leave days will be credited to sick leave at the end of each calendar year.

4. Personal Leave days shall be allowed to an employee in the service of the County under the following formula*:

<u>Service</u>	<u>Number of Personal Days</u>
60-120 days.	1 day
120-240 days	2 days
240 days — 5 years	3 days
More than 5 years	4 days

*New Employees hired on and after January 1, 2003, shall be granted a maximum of three (3) personal days per year through eight (8) years of County service. Beginning with the ninth (9th) year, they shall receive four (4) personal days.

This provision **shall apply to 911 employees** prospectively but no current 911 employee shall suffer a reduction in current personal leave days.

5. Nurses Only – Full-time employees shall receive personal days according to the following schedule*:

After six (6) months	3 days per year
After five (5) years	4 days per year
After ten (10) years	5 days per year

*New Employees hired on and after January 1, 2003, shall be granted a maximum of three (3) personal days per year through eight (8) years of County service. Beginning with the ninth (9th) year, they shall receive four (4) personal days.

6. Any amount of personal leave in excess of the employee's entitlement may be granted only upon approval of the County Executive.
7. Personal leave days shall not be cumulative. However, unused Personal leave days will be credited to an employee's accrued sick leave time at the end of each year.

Section E – Sick Leave

1. An employee of Putnam County may be absent from duty on account of sickness or disability of himself or herself, or for bereavement leave as noted in Section B or for a family illness as noted in Section C. Absence from duty for such reason, if duly granted by the Department Head, shall be considered and known as "sick leave."

2. No employee shall receive any part of his/her compensation while absent from duty because of sickness or disability except as herein provided.
3. An employee of Putnam County hired prior to January 1, 2003, shall be granted sick leave, with pay, of one (1) working day per month, provided said employee is employed prior to the fifteenth (15th) day of such month, to a maximum of twelve (12) days per year. Employees hired after January 1, 2003 and 911 employees shall be granted 5/6 days per month provided said employee is employed prior to the 15th day of such month to a maximum of 10 ten days per year. Such sick leave with pay shall be granted to the employee by the Department Head. The employee must call in to his/her department or other designated department or person to advise he/she will be absent as sick for the day within two (2) hours of the start of the normal work hour. If such person does not call in sick within the time prescribed herein, such person must show reasonable cause why he/she was unable to do so or otherwise shall be denied sick leave.
4. The twelve (12) working days a year, or ten (10) as applicable, to be allowed an employee for sick leave with pay may thereafter be accumulated at the rate of one (1) day per month, or 5/6 day per month, as applicable, until a total of one hundred eighty (180) days is reached and may be kept to his/her credit for future sick leave pay.
5. Upon becoming sick or disabled, including pregnancy, an employee by virtue of employment or service may, during his/her sickness or disability, be granted sick leave with pay to the extent of the unused sick leave time which he/she has accumulated, but no sick leave with pay shall be granted to any such person in excess of one hundred eighty (180) days in any one (1) calendar year.
6. When an employee because of sickness or disability or pregnancy, is required to remain away from his/her employment beyond his/her sick leave allowance, the Department Head in his/her judgment may petition the County Executive, that additional sick leave with pay may be granted, due consideration being given to the employee's service prior thereto. However, in no case shall sick leave with pay be granted to any such person in excess of one hundred eighty (180) days in any one (1) calendar year.
7. The Department Head may require a physician's certificate for any absence of more than three (3) days. When the illness or disability is of long duration, a physician's certificate will be required for each thirty (30) days of continuous absence. In any case the

Department Head may require an examination by a physician, or other acceptable evidence that the illness is bona fide.

8. Allowable and allowed sick leave time shall be considered for all purposes as continuing service, but in the event of resignation or discharge of an employee, his/her accumulated and unused sick leave time shall be canceled and not paid for.

Section F – Sick Leave – 911 Employees

1. 911 employees who are covered under this Agreement who are on sick leave will generally be confined to their home. However, if medically approved, such employees may leave their home for short periods of time provided the Department Head or designee is so advised in advance and that the employee further reports their return to home. Furthermore, employees on sick leave may be medically determined to be available for light duty and so utilized.

2. Notwithstanding any provision herein in order to be eligible for sick leave, a full time 911 employee must notify the Dispatch Center Supervisor, on duty Center Shift Supervisor or an on duty employee at least two (2) hours prior to the start of the employee’s scheduled shift, except in the case of an emergency. If not on duty, the Dispatch Center Supervisor will be notified by the person that received the call. The Dispatch Center Supervisor must notify the Commissioner of Emergency Services or his/her designee at least one and one-half (1 ½) hours prior to the start of the employee’s scheduled shift except in the case of an emergency in order to be eligible for sick leave. Failure to so notify may lead to denial of sick time. If sick leave is used before and/or after a holiday, the employee shall lose premium pay for that holiday.

3. 911 employees employed on March 5, 2020 shall, upon retirement from County service, be given the option to be paid for his/her unused sick leave accumulation as follows:

<u>Days</u>	<u>Amount Paid</u>
1-70 days	\$30.00 for each day & prorated if less than a day
71-110 days	\$60.00 for each day & prorated if less than a day
111-150 days	\$70.00 for each day & prorated if less than a day
151-180 days	\$90.00 for each day & prorated if less than a day

The payout shall be non-cumulative and each tier shall be computed separately. The alternative to payment would be an allowance for sick time to be credited as service time as provided in Section 41(j) of the Retirement and Social Security Law.

4. 911 employees who use the number of sick days in a calendar year, as stated in the chart below, shall receive the cash bonus payment stated in the chart.

<u>Days</u>	<u>Cash Bonus</u>
0 days	\$1,300/year
3 days	\$650/year

911 employees who do not utilize any sick leave in a calendar half year (January – June or July – December) shall receive a pro rata payment of (\$650) in the second payroll period succeeding such calendar half year stated above. Employees that utilize 1 to 1 ½ sick days in a calendar half year (January – June or July – December) shall be paid such pro rata payment (\$325) in the second payroll period succeeding such calendar half year stated above.

Section G – Workers’ Compensation Leave

1. Where an employee receives compensation under the Workers' Compensation Law on account of disability, he/she shall elect in writing whether he/she desires to have sick leave with pay during the period of his/her disability not exceeding his/her accumulated and unused sick leave time or be paid the difference between what he/she receives as compensation and his/her regular rate of pay. The time during which he/she is so paid shall be deducted from his/her accumulated sick leave time.
2. An employee necessarily absent from duty because of occupational injury or disease as defined in the Workers' Compensation Law shall be allowed leave from his/her position for the period of his/her absence necessitated by such injury or disease during which the employee draws vacation, sick leave, or other leave credits shall be entitled to restoration of such credits, including those used for absence of less than a full day, as are used during a period of absence for which an award of compensation has been made and credited to the employer as reimbursement for wages paid, such payments being prorated on the total reimbursement to the County.
3. The County and CSEA agree to form a labor/management committee for the following purposes:

- a. To identify opportunities for training in safety practices and procedures to help prevent and/or minimize worker injuries;
- b. To educate our employees about Workers' Compensation requirements and procedures to expedite members' claims processing; and
- c. To eliminate any potential abuses of the Workers' Compensation program.

Section H – Maternity Leave

1. A pregnant employee shall be allowed to perform the duties of her job as long as she is medically able except where physical disability may endanger the employee or constitute a liability in the performance of her duties. Pregnant employees may be required to report the existence of pregnancy to the County.

A pregnant employee upon filing appropriate medical evidence, that she is unable to perform the duties of her position due to this pregnancy, shall be permitted to use any vacation leave, personal leave, disability and shall be eligible for extended sick leave.

2. In the event the County believes the employee may not be able to perform her normal work duties, or where continued employment may constitute a liability in the performance of such duties, the County may require the pregnant employee to receive a medical examination by one of a panel of three doctors, chosen by the County. The County shall pay for the cost of such examination.
3. While on maternity leave, the employee may continue to use any or all leave she has theretofore accumulated.
4. Upon the employee's request to the County an employee may be granted a leave of absence without pay for a period of up to twelve (12) months, the specific starting and ending dates shall be agreed to in writing before such leave starts, and is subject to approval of the Department Head involved and the Personnel Officer.

Section I – Jury and Court Appearance Leave

An employee required to serve as a juror or to appear in court, other than for personal matters, such as for divorce, child support, bankruptcy, etc., pursuant to subpoena or court order, shall be granted a leave with pay for such required attendance provided that any fees received for such attendance shall be paid to the County, exclusive of fees received for transportation.

Section J – Quarantine Leave

An employee isolated or quarantined because of exposure to a communicable disease, other than in the line of duty, shall for the purpose of regulation be considered absent because of sickness and may be granted sick leave with pay during such isolation or quarantine to the extent of his/her accumulated and unused sick leave time.

Section K – Military Leave

An employee who is required to render ordered Military duty shall be granted a leave of absence as authorized by law.

Section L – Leave of Absence

1. An employee who desires to engage in a course of study intended to increase the employee's usefulness to County service, and desires to secure a leave of absence from employment duties may, upon written request, and the approval of the County Executive, be granted a leave of absence without pay for a period not to exceed six (6) months. This would also apply to sick leave without pay. In an exceptional case, the County Executive may waive the provisions of this Section to permit an extension of the leave of absence without pay for an additional period not to exceed, in the aggregate, one (1) year from the date of commencement of the original leave. The approval of such leave of absence without pay shall be in written form, signed by the appointing officer and the employee affected.
2. When a leave of absence without pay for a period of six (6) months or as extended by the County Executive has been granted, a further leave of absence without pay shall not be granted unless the employee returns to this position and serves continuously therein for a period of three (3) months immediately preceding the subsequent leave of absence without pay.
3. Failure of an employee to return on the date of the expiration of any leave of absence without pay, or any authorized extension thereof, shall be deemed a resignation from the service upon the date such leave of absence without pay commenced.

Section M – Putnam County Absenteeism Control Program

The Putnam County Absenteeism Control Program, annexed hereto as Appendix L, shall be implemented effective January 1, 1998.

ARTICLE IX – INSURANCE AND PENSIONS

Section A – Insurances

The County will, subject to any other provisions of this Article, continue the following present insurance programs: Health Insurance on a self-funded basis or Health Maintenance Organizations, Putnam County Disability Insurance, Dental Insurance coverage and Vision coverage, and will, except as modified below, pay the total cost of employee's and dependent's premiums for said programs.

1. **Health Insurance**

Effective January 1, 2003, the health insurance contribution shall be as follows:

- (a) 70% County, 30% employee, for all personnel with 0 years through four years of continuous employment.
- (b) 80% County, 20% employee, for all employees with 5 years through 8 years of continuous employment.
- (c) 85% County, 15% employee, for all employees with 9 years through 12 years of continuous employment.
- (d) 90% County, 10% employee, for all employees commencing at 13 years of continuous employment and thereafter.

Effective January 1, 2008, new employees shall contribute to health insurance as follows:

- (a) 70% County, 30% employee, for all personnel with 0 years through three (3) years of continuous employment.
- (b) 75% County, 25% employee, for all employees with four (4) years through eight (8) years of continuous employment.
- (c) 80% County, 20% employee, for all employees with nine (9) years through twelve (12) years of continuous employment.
- (d) 85% County, 15% employee, for all employees with thirteen (13) years through fifteen (15) years of continuous employment.
- (e) 90% County, 10% employee, for all employees with sixteen (16) years of employment and thereafter.

Employees health insurance contribution shall be considered a pre-tax charge to the employee deducted in accordance with Article I, Section A(2). Effective September 2, 1997, in order to be eligible for Health Insurance, employees must work a minimum of thirty-five (35) hours per week. Only current part-time bargaining unit employees against budgeted positions, as of September 2, 1997, shall not be affected by this change.

- (f) The health insurance contribution schedule **shall apply to 911 employees** prospectively except that 911 employees employed on March 5, 2020 shall not have their current contribution rate modified as a result of the application of the schedule. 911 employees hired after March 5, 2020 shall follow the schedule for post-January 1, 2008 employees.

2. Health Insurance Buyout for 911 Employees Currently receiving the Buyout.

- (a) The County agrees to provide for an optional buy-out for 911 employees receiving the buyout on March 5, 2020. The buyout of health insurance coverage shall provide that an employee who is covered by another health insurance plan, may notify the County on the “Request to Decline and Waive Health Insurance Coverage” form that he/she is selecting to decline and waive the health insurance coverage provided by the County, for which the employee is eligible and entitled to receive pursuant to the collective bargaining agreement between the parties. The request is to be completed annually, during the open enrollment period.
- (b) An employee who declines and waives health insurance coverage as provided above shall be paid \$1,100 per year, payable in equal payments every bi-weekly payroll period for the period of time the employee declines and waives health insurance coverage provided by the County.
- (c) It is further agreed and understood that any employee who elects to receive the buyout fee, shall, at any time during the period for which the employee has declined and waived health insurance coverage through the County, he/she is required to provide written notice to the County that he/she is covered by health insurance under a different plan.

- (d) Any employee who has elected to receive the buyout is required to provide written notice to the County on the “Request to Resume Health Insurance Coverage” form that he/she is no longer covered or wishes to re-enter any of the health insurance plans provided by the County. The parties recognize and agree that the effective date of the employee’s re-establishment of health insurance coverage provided through the County shall be at the earliest possible date as provided by the plans. The County agrees to notify the plan upon notice by the employee to them, of that employee’s decision to re-establish health insurance coverage through the County.
- (e) The waivers shall be used for the request to decline and waive health insurance coverage or request to resume health insurance coverage. The County shall be responsible for providing the form(s) to the employee and to be used as set forth herein.
- (f) 911 employees hired after March 5, 2020 shall not be entitled to the application of this provision. Any current 911 employee receiving the buyout who elects to enroll in a County health insurance plan may not subsequently be eligible to receive the buyout.

3. Health Insurance for Retirees

Any employee who retires on or after 1/1/08 and who is eligible for retiree health insurance benefits, and who opts out of such retiree health insurance due to other coverage, shall receive a cash payout equivalent to fifty (50%) percent of the value of Individual Coverage for the plan with the most active employee enrollees. The payment shall be issued semi-annually to the retiree upon the retiree providing a written statement of their other coverage and waiver of insurance through the County. Retirees shall be required to provide verification of their health insurance status annually.

No retiree may be covered by County health insurance and also receive the buyout. Should a retiree need to acquire health insurance through the County due to a life-changing event (divorce, death of spouse, loss of other coverage, etc.) and such retiree had already taken the buyout for that year, the retiree may make application and receive coverage according to the health insurance plan coverage requirements and will receive a pro-rata amount of the buyout up to the retiree's return date to County health insurance coverage.

4. Dental Insurance

The County shall continue to pay, in full, the premiums for the CSEA-EBF Dutchess Family Composite Dental Plan.

5. Vision Plan

The County shall continue to pay, in full, the premiums for the CSEA-EBF Composite Gold 12 Family Vision Plan.

6. Insurance Carrier

- (a) The County reserves the right to change insurance carriers so long as essentially equivalent benefits are provided. Prior to making a change, the County will notify the Union at least sixty (60) days prior to the contemplated change.
- (b) In the event the Union believes that the benefits being provided by another insurance carrier are not essentially equivalent, the Union may after written notification of the contemplated change by certified mail from the County, demand arbitration of the issue within thirty (30) days after receiving said notification.

7. Disability Insurance

The County will provide a self-insured disability plan* (see Appendix. M) at no cost to employees. *Applies only to employees working twenty (20) hours a week or more.

8. Nurses Professional Liability Insurance

Each individual employee is covered by professional liability insurance maintained by the County. The payment of premiums for this insurance by the Employer shall in no way be construed as an assumption of liability by the Employer for acts done by any employee outside the course of County employment.

9. Flex Plan

Employees are eligible to participate in the flexible spending account (IRS Sec. 125) utilizing their own contributions.

Section B – Pensions

The County shall continue:

- 1. Non-contributory improved "20 Year Career" plan as provided in section 75(i) of the Retirement and Social Security Law.

2. Guaranteed Minimum Death Benefit as provided in Section 60-b of the Retirement and Social Security Law.
3. Provisions for conversion of unused sick leave as additional service credit upon retirement as provided in Section 41(j) of the Retirement and Social Security Law.
4. Provision to provide retirement credit for World War II and Korean conflict service in accordance with Section 41(k) of the Retirement and Social Security Law.
5. Provision for the transfer of retirement credit from other retirement systems in the State in accordance with Section 43(g) of the Retirement and Social Security Law.
6. Provision applicable to public employees who are absent on Military duty in accordance with Section 243, Subdivision 4, of the Military Law.

ARTICLE X - EMPLOYEE STATUS AND RIGHTS

Section A - Impartiality

1. There shall be no discrimination by the County or the Union against any employee on account of race, color, creed, sex, national origin or membership status.
2. There shall be no discrimination, interference, restraint, or coercion by the County or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Union or because of any lawful activities by such employees on behalf of the Union.

Section B - Parking

The County agrees to reserve the parking area to the rear of the County Office Building for the use of County employees employed in the County Office Building. However, it is understood that this arrangement shall not be either the subject matter of a grievance proceeding or deemed to create a right to parking space. The County further agrees not to charge employees for parking spaces on County property.

Section C - Personnel Manual

The County agrees to provide all present and each new employee with a personnel manual containing employee benefits, conditions of employment and including work rules not specified herein.

Section D – Accrued Leave Accounts

Each employee shall have the opportunity, upon written request and necessary arrangements with their Department Head to meet with the Personnel Officer or his/her representative to discuss such accrual record.

Section E – Labor-Management Committee

A Labor-Management Committee shall be made up of three (3) representatives of the County and three (3) representatives of the Union. The purpose of said Committee shall be to discuss and resolve matters of mutual concern. Mutual agreements and matters resolved by the Committee shall be reduced to writing in the form of memoranda or correspondence between the parties. The Labor Management Committee shall meet quarterly.

Section F – Personnel File

1. An employee shall have an opportunity to review his/her personnel file, maintained at the employee's place of employment, in the presence of the appointing authority or the appointing authority's designee and his/her union representative upon five (5) days' written request. The employee may place in such file a written response of reasonable length to anything contained therein which such employee deems to be adverse. However, pre-employment material shall be privileged and not be available to such employee.
2. Letters, memoranda and evaluations alleging incompetence or misconduct shall not be placed in an employee's personnel file until the employee has been given a copy of such material. The employee must sign a receipt acknowledging such material and such receipt will also be placed in file. It is understood and agreed that signature by the employee does not signify agreement with such material. Should the employee refuse to sign it, it shall be noted on the receipt, which shall be deemed to be in compliance with the requirements of this section.
3. Any material of a non-civil service nature may be removed from the employee's personnel history folder upon mutual agreement of the employee and the appointing authority.

Section G – Performance Evaluations

The County may evaluate employee performance and agrees to no less than one annual review. A committee consisting of three (3) representatives of the County and three (3) representatives of the Union shall meet to establish and perfect procedures for a performance evaluation program. In the

event that the committee fails to agree on a standardized countywide procedure, they shall meet and confer with the Legislative Personnel Committee who shall then, absent an agreement, refer the matter to the full Legislative body for a finding of interest.

Effective September 2, 1997, the performance appraisal system developed by the County shall be adopted and implemented immediately. The County recognizes that in any case in which an increment is denied, based upon an employee's performance, the Union shall retain the right to grieve the denial through the grievance procedure. The County agrees that the Personnel Officer shall review all disputed evaluations with the Union President or his/her designee (not the affected employee). The County acknowledges the right of the Union President or his/her designee to discuss a disputed evaluation with the employee's supervisor prior to review with the Personnel Officer.

ARTICLE XI — UNION STATUS AND RIGHTS

Section A – Representation Rights

1. Visitation Rights

The President of the Putnam County Unit and/or Local of CSEA or the designated agent, or the designated Labor Relations Specialist, shall have the right to visit the facilities of the County for the purpose of adjusting grievances and administering the terms of this Agreement provided such visits are during normal working hours and cleared with the appropriate County Department Head or official so as not to conflict with or disturb County activities. Furthermore, the Unit President shall file with the County Executive the names of no more than two (2) persons in each work location to act as the designated agents and any change in the names of such designated agents shall be, on two (2) weeks' notice, in writing, filed with said Clerk of the Board of Legislators.

2. Union Activities

Absence from work assignment for Union activities will be permitted for those actively participating in (a) collective bargaining negotiations with County representatives; (b) grievance procedures to which reference is made hereinafter; and (c) other legitimate Union activities other than those set forth in (a) and (b) herein, upon request to, and the receipt of permission from the respective Department Head of such employee.

Elected local officers and delegates shall be granted sufficient time off to attend meetings of the CSEA Board of Directors, Conventions, Annual Meetings, and Special Committee Meetings, and such time off shall not be charged against accrued leave credits upon the following basis:

- a. Three County employees will be permitted to attend not more than three (3) CSEA conventions per year;
- b. One County employee shall be permitted to attend no more than ten (10) CSEA Board of Directors meetings per year.

Section B – Bulletin Boards

The County shall provide one (1) separate bulletin board in each County facility, except for the County Office Building which shall have three (3) for Union use, to use such separate boards for the publication of non-controversial information. Such material may be removed by the County if such use is considered to be unreasonable or controversial. If the Union disputes the removal of such material, it may grieve the matter in accordance with the terms of this Agreement.

Section C – Meeting Room

The County grants the Union the right to use various locations at County office buildings, provided they are available, for Union purposes. Arrangements for the use of such space shall be scheduled with the Department Head of the department whose space is being utilized and no more than twenty-five (25) persons, or such other number of persons as the occupancy for the space permits, shall be permitted to use the room at any one time and the room shall not be used later than 10:00 p.m.

Section D – Copy of Civil Service Rules and Regulations

One (1) copy of the Civil Service Rules and Regulations of the County of Putnam will be furnished to the Union.

Section E – Changes and Amendments to Civil Service Rules and Appendices

The County of Putnam will notify and furnish to the Union prior to any public hearings, intended changes and/or amendments to the aforementioned Rules and Appendices.

ARTICLE XII – COUNTY STATUS AND RIGHTS

Section A – The County of Putnam hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in prior to the

signing of this Agreement by the Laws and Constitution of the State of New York and of the United States and the Putnam County Charter, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the county government and its properties and facilities and related activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible.
2. To hire all employees, to promote, transfer, assign or retain employees in positions within the County and in that regard to establish reasonable work rules.
3. To suspend, demote, discharge or take any other appropriate disciplinary action against an employee for good and just cause according to law and the collective bargaining agreement.
4. To lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive. For nurses only, in the event that a layoff is required, the employer shall give the employee involved at least ten (10) workdays (or two weeks) notice or compensation to the extent such notice is deficient.
5. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees.
6. Employees may be assigned by the County to perform any duty related to their employment.

Section B – The exercise of the foregoing powers, rights, authority, duties and responsibilities of the County, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New York and of the United States, and local laws of the County of Putnam.

Section C – In the event the County decides to contract for certain services, the matter including impact on employees covered under this Agreement, will be discussed with the Union. There shall be no loss of jobs by present permanent employees as a result of the County exercising its right to contract for goods and services.

ARTICLE XIII – CONFORMITY WITH LAW

Section A – Compatibility with Law

1. This agreement shall be construed so as to be compatible with all Federal, State and Local Law and the invalidity of any provisions of this Agreement by reason of any such existing law shall not affect the validity of the surviving provisions.
2. If the enactment of legislation, or a determination by a court of final jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portion of this Agreement, which shall remain in full force and effect as of such invalid portion thereof had not been included herein.

Section B – Mandated Provisions of Law

1. **Prohibition Against Strikes.** Neither the Union nor the employees it represents shall engage in any strikes against the County, nor shall the Union cause, instigate, encourage or condone such a strike. Resolution of all disputes arising from the employer-employee relationship between the County and the Union shall be resolved in accordance with the provisions of this Agreement and the Taylor Law of the State of New York.
2. **LEGISLATIVE ACTION.** IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THE AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OR LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL. BUT NOTHING IN THE FOREGOING SENTENCE WILL PREVENT SUCH BODY'S MAKING ANY SUCH APPROVAL, ENABLING LEGISLATION OR APPROPRIATE RETROACTIVITY.

ARTICLE XIV – NURSING

- A. **Nursing Standards** – This Agreement covers employees licensed to practice as a registered professional nurse employed by Putnam County to perform registered professional nursing in nursing service, nursing education or nursing administration, except the Director of

Public Health Nursing. The employer and employee will pledge to strive together to insure the highest quality of service by the employer and the highest standard of professional nursing care to the public both serve.

- B. Qualifications – Each employee must be licensed or otherwise lawfully authorized to practice as a registered professional nurse in New York under New York State Law. Employer will, as soon as practicable, check and record the registration of each new employee at the time of employment and will check and record the registration of every employee biannually.
- C. Work Schedule – The employer shall post a schedule of each employee's work assignment and this schedule shall be maintained until it is superseded by a new schedule established by the employer. The employee involved shall receive reasonable notice of any schedule change. There shall be equitable assignment of weekend and holiday work as required.
- D. Staff Development Program – Employer will provide the following:
 - (1.) A planned orientation locally of not more than six (6) weeks for every employee based upon such employee's experience and capabilities;
 - (2.) An organized program of in-service education on work time with the approval of the Supervisor of Public Health Nursing and Director of Nursing;
 - (3.) Time and financial aid for participation in educational institutes, workshops, or meetings which will improve the employee's on-the-job performance, with the approval of the Department Head;
 - (4.) An annual cooperative evaluation and recording of an employee's performance and experience with a duplicate copy to the employee.
- E. Council of Nursing Practitioners – There shall be a Council of Nursing Practitioners at the Putnam County Health Department.
 - 1. (a) Membership of the Council shall consist of all nursing practitioners covered by this Collective Bargaining Agreement.
 - (b) The Director of Nursing, in view of his/her professional expertise, shall serve as a consultant to the Council.
 - 2. Purpose – The purpose of the Council shall be:
 - (a) To foster adherence to standards of nursing practice enunciated by the profession;

(b) To make recommendations with respect to the philosophy of nursing practice specific to Putnam County and to foster adherence to this philosophy.

3. Functions – Its functions shall be:

(a) To review, recommend and develop standards of nursing practice, specific to Putnam County, consistent with those enunciated by the profession;

(b) To analyze factors which facilitate or impede the practice of nursing, for example:

- Non-nursing responsibilities and identify nursing involvement in such responsibilities;
- Assess staffing patterns and ratios;
- Assess the adequacy of resources and supportive services essential to the practice of nursing.

4. Responsibility and Authority – Refer to the Director of Nursing those recommendations approved by the Council of Nursing Practitioners for transmittal to the County Executive if his/her approval is required. However, it is understood and agreed that by the incorporation in this agreement of paragraphs E and F, neither paragraph will be deemed a matter to be considered within the purview of grievance procedure nor will such paragraphs be deemed by their inclusion the proper subject of collective bargaining in the future.

F. Non-Nursing Functions. Following the implementation of this Agreement, evidence shall be presented by employer to relieve nursing practitioners of those tasks and responsibilities which, in the judgment of the Director of Nursing and the Council of Nursing Practitioners, constitute non-nursing functions.

ARTICLE XV – GRIEVANCE PROCEDURE AND ALTERNATE DISCIPLINARY PROCEDURE

GRIEVANCE PROCEDURE

Section A – Right of Representation

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement and resolve grievances as soon as possible so as to assure efficiency and promote employees'

morale. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with a supervisor of his/her department, and having the grievance adjusted without the intervention of the Union, except that any adjustment of said grievance shall not be in conflict with the terms and conditions of this Agreement.

Section B – Grievance Defined

1. With regard to employee, the term "grievance" as used herein means any appeal by any individual employee, group of employees, or the Union on behalf of any individual employee or group of employees, from the interpretation, application or violation of the terms and conditions of employment of this Agreement. With regard to the County, the term "grievance" as used herein means a complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of employment of this Agreement. Grievances filed by an individual employee must be filed by such employee unless they are incapacitated. Class action grievances will only be filed when more than one employee has a matter at issue. Class action grievances affecting only employees within a single department will be filed with the department head of that department at step 2 of the grievance procedure. Class action grievances affecting employees in more than one department shall be filed with the Personnel Officer.
2. The following constitutes the sole and exclusive method for resolving a grievance between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual agreement.
3. If either party fails to adhere to the time limit stated herein, then:
 - a. If on the part of the employee, the grievance shall be deemed to be waived.
 - b. If on the part of the County, the grievance shall be deemed to be denied, and the grievant shall proceed to the next stage.

Section C – Stages:

Step One: The aggrieved shall institute action under the provision herein within ten (10) working days after the event giving rise to the grievance has occurred. An earnest effort shall be made to settle the differences between the aggrieved employee and his/her appropriate

management level supervisor, who may not be a direct party to the grievance, for the purposes of resolving the matter informally. Failure to act within said ten (10) working days shall constitute an abandonment of the grievance without prejudice as to the right to file a timely grievance if the event reoccurs. The appropriate management level supervisor shall render a written decision within five (5) working days after the receipt of the grievance. All grievances shall be in writing and may be initiated by delivery to the appropriate management level supervisor.

Step Two: If the aggrieved or the Union wishes to appeal the decision of the supervisor, such appeal shall be presented in writing to the Department Head within five (5) working days thereafter. The written grievance at this step shall contain the relevant facts and a summary of the preceding step, the applicable section of the contract violated, and the remedy requested by the grievant. The Department Head or his/her designated representative will answer the grievance in writing within five (5) working days of receipt of the written grievance.

Step Three: If the grievant and/or the Union wishes to appeal the decision of the Department Head, such appeal shall be presented in writing to the County Executive within five (5) working days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The County Executive shall respond, in writing, to the grievant and/or the Union within fifteen (15) working days after submission.

Step Four: If the grievance is not settled through Steps One, Two, and Three, either party may refer the matter to arbitration within ten (10) working days after the determination by the County Executive. If the parties fail to agree upon an impartial arbitrator within ten (10) working days after the matter has been referred to arbitration, then the arbitrator shall be selected pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.

Section D – The Arbitration Process

1. The Arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto.
2. Only one (1) issue will be submitted in each arbitration case unless the parties agree otherwise.

3. The cost for the services of the arbitrator shall be borne equally between the County and the Union. Any other expenses, including, but not limited to the presentation of witnesses, shall be paid by the party incurring the same.
4. The decision of the arbitrator shall be in writing with reason therefore, and shall be final and binding on both parties.

Section E – The County may file a grievance as defined in Section B directly with the executive committee of the Union.

Section F – The time limits expressed herein shall be strictly adhered to. Nothing herein shall prevent the parties from mutually agreeing to extend the time limits provided for processing a grievance at any step in the Grievance Procedure

ALTERNATE DISCIPLINARY PROCEDURE

1. Eligibility.

This Article establishes an alternate disciplinary procedure for members of the bargaining unit. It shall apply to all persons subject to Section 75 and 76 of the Civil Service Law and, in addition, shall apply to any non-competitive and labor class employees who have completed three (3) years of continuous permanent County Service from the date of hire. The disciplinary procedure provided herein is not applicable to probationary or provisional competitive class employees.

2. Applicability of Section 75 & 76 of the Civil Service Law.

The following disciplinary procedure for incompetence, insubordination and/or misconduct shall apply to employees as provided herein in lieu of the procedures specified in Civil Service Law Sections 75 & 76. The County and the Union fully understand and agree that the provisions of the Civil Service Law referred to herein stated shall not apply to disciplinary action instituted against Unit members except as provided herein and they fully understand and agree that those members of the bargaining unit who would be entitled to the rights set forth in the Civil Service Law have expressly waived their rights, unless they opt for such coverage pursuant to Section 5 herein, and that all further disciplinary actions for those unit members shall be conducted under the procedures contained in this Article.

3. Employee Rights.

Employees shall be entitled to Union representation in disciplinary counseling sessions as follows:

Upon request of the employee, a Union representative shall be allowed to be present during all meetings which could reasonably lead to discipline, scheduled with a reasonable amount of time to obtain representation, where practicable. Results of disciplinary counseling sessions which are reduced to writing and placed in the employee's personnel file shall be signed by the employee. The right to union representation shall also apply to Union officials.

All documents placed in an employee's personnel file relating to performance, including but not limited to attendance issues, shall be signed by the employee. The employee's signature shall represent acknowledgment of receipt of the documents but does not necessarily constitute agreement with the contents of the documents. An employee may respond in writing to such documents within ten (10) business days of receipt.

An employee shall not be disciplined for acts which occurred more than 18 months prior to the date of the notice of discipline, except where the act(s) would constitute a crime. In any event, this provision will not limit the County and the hearing officer from considering the entire employment record with respect to the appropriateness of the penalty to be imposed.

4. Employer Imposed Discipline Procedure.

Misconduct, insubordination, and/or incompetency will form the basis for the imposition of discipline pursuant to this Section.

Where the County seeks to impose discipline under this portion of this Procedure, the employee will be served either personally or by mail (to his/her last known address) with a written notice of discipline describing the alleged acts forming the basis for the disciplinary action. In addition, the notice shall contain a proposed penalty which may be amended, in writing, no later than ten (10) business days prior to the hearing. A copy of the notice of discipline will be presented to the President of the Union.

The County may impose any of the following disciplinary penalties which will be subject to review through the arbitration provision of the grievance procedure: a reprimand, a fine not to exceed \$500 to be deducted from salary or wages or a suspension without pay up to twenty (20) working days. The imposition of such disciplinary penalties will be subject to direct arbitral review and will not be subject to the procedure set out hereafter. The cost of the arbitrator shall be borne equally by the County and the Union.

5. Impartial Hearing Officer Procedure.

- a. In the event that the County seeks to impose a penalty in excess of those outlined in Section 4 (i.e., suspension without pay for more than twenty (20) days, demotion in grade and/or title or dismissal), the employee has an option to either have a hearing pursuant to Section 75 of the New York State Civil Service Law or a hearing before an impartial hearing officer pursuant to the procedure set out hereafter.
- b. In all such cases the County shall provide the employee with a notice of discipline which shall include the following:
 - (1) A notice of charges describing the alleged acts forming the basis for disciplinary action;
 - (2) The right to a hearing before an impartial hearing officer or a proceeding under Section 75 of the New York State Civil Service Law;
 - (3) The right to be represented at said hearing by:
 - (a) the Union; or
 - (b) a private attorney of his/her choice at his or her expense;
 - (4) Notice that the employee must request such a hearing by submitting a written request to the charging party within ten (10) business days after receipt of the notice of discipline if he/she disagrees with the proposed penalty set forth therein. In this request, the employee must make its election for a hearing pursuant to Section 75 of the New York State Civil Service Law. If no election is made, the hearing will proceed pursuant to the Alternate Disciplinary Procedure.

- (5) Notice of the proposed penalty which may be changed at any time thereafter; and
 - (6) A reminder that the employee should contact the Union immediately upon receipt of the notice of discipline.
- c. Subsequent to the notice being submitted to the charged party, the charged party and their union representative shall have a meeting with the County Executive's designee to seek a resolution of the charges. Such meeting shall take place within ten (10) working days of the notice being submitted to the charged party. The meeting shall be scheduled by the County Executive's designee. Should no resolution be achieved, the Union and the charged party shall have the right to request a hearing.
 - d. Within ten (10) business days of the resolution meeting, the employee must file a written request for a hearing with the County. Failure to file such request will constitute acceptance of the proposed penalty by the employee and will settle the matter in its entirety.
 - e. The County will provide copies of all notices of disciplinary charges to the President of the Union.
 - f. Hearing Panel
 - (1) For any proceeding held pursuant to this Alternate Disciplinary Procedure, a panel of four (4) hearing officers will be selected mutually by the County and the Union from which the selection of a hearing officer will be made. As of January 1, 2014, the panel shall consist of: (a) Dennis Campagna; (b) Dr. Joel Douglas; (c) Jeffrey Selchick; and (d) Jay Siegel. Said list will remain in existence during the term of this Procedure. Hearing officers shall serve on a rotating basis. The cost for hearing officers' services for hearings held under Section 5 of this Alternate Disciplinary Procedure shall be split evenly between the parties, or in the event the employee chooses private counsel, the cost shall be split evenly between the County and the employee.
 - (2) Should a member of the panel notify the parties that he/she does not wish to serve any longer or if the parties mutually agree to replace a panel member, then the parties shall replace the panel member within thirty (30)

calendar days. If the parties are unable to mutually agree upon a replacement, the remaining panel member(s) shall select the replacement within thirty (30) calendar days.

g. Hearing Procedure Under this Alternate Disciplinary Procedure

- (1) Selection of Hearing Officer. The County shall notify the hearing officer who is next in rotation of the need for a hearing within ten (10) calendar days after receipt of the employee's written request for a hearing. The hearing officer shall schedule a hearing as soon as possible but in no event later than thirty (30) calendar days of receipt of the County's notification of a need for a hearing.
- (2) Proof. The burden of proof in such a disciplinary hearing shall fall upon the County. The technical rules of evidence shall not be required in such a hearing. The employee or his/her chosen representative shall have the right in such a hearing to call witnesses and to cross-examine witnesses called by the County. The County shall have the right to cross examine witnesses called by the employee.
- (3) Transcript. A transcript of the disciplinary hearing will be provided at the expense of the County and it shall provide a copy to the hearing officer and to the employee or his/her representative without cost.

h. Hearing Officer's Authority under this Alternative Disciplinary Procedure

- (1) The decision of the hearing officer shall be rendered within thirty (30) calendar days of the close of the hearing. The close of the hearing shall be upon the receipt of the transcript of the completed hearing or the written briefs, whichever is later.
- (2) The hearing officer shall not have jurisdiction or authority to add to, modify, detract from or alter in any way the provisions of this Procedure or any amendments or supplements thereto, or to add any new provisions to this Procedure or any amendment or supplement thereto. Rather, the hearing officer is limited to making findings of fact, determining guilt or innocence and rendering a determination on the appropriateness of the proposed

penalty. Should the hearing officer determine that the proposed penalty is inappropriate, he/she may determine an alternative penalty.

(3) The determination of a hearing officer shall be final and binding on the parties, subject to review pursuant to Article 75 of the New York State Civil Practice Law and Rules.

i. Suspension Without Pay under this Alternative Disciplinary Procedure

Pending the hearing and final determination in a disciplinary matter pursuant to Section 5 of this Procedure, the employee against whom the County seeks to impose discipline may be suspended without pay for a period of up to twenty (20) work days. However, if the County determines that there is probable cause to believe that the employee's presence on the job represents a potential danger to person(s) or property or would interfere with operations, such suspension without pay may extend until the first day of the hearing at which time such determination shall be reviewable immediately by the hearing officer to determine whether the County had probable cause and whether the employee should be returned to the payroll prospectively. If the hearing officer finds that the County had probable cause to believe that the employee posed such a danger or interference, the suspension may continue pending the outcome of the hearing. If the hearing officer does not find that the employee posed such a danger or interference, the employee shall be immediately returned to the payroll.

In the case of an employee who has been suspended pending the outcome of a hearing and the hearing officer finds that suspension was unwarranted, or that the proposed penalty is too severe, the employee shall be reinstated and compensated for all lost time less any suspension imposed by the Appointing Authority and less the amount of compensation which he/she may have received from other employment which was gained during said suspension or in the form of any type of state or federal benefits during the period of suspension.

ARTICLE XVI – FULLY BARGAINED AGREEMENT

Section A – Fully Bargained Agreement

This Agreement represents and incorporates the settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.

Section B – Negotiations

During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XVII – TERM OF AGREEMENT

Section A – Duration

This agreement shall become effective when properly accepted by the County and the Union, as evidenced by the appropriate signatures appearing on the signature page hereof. The term of this Agreement shall be from January 1, 2017 through and including December 31, 2023, and thereafter from year to year unless one party gives notice in writing by certified United States mail to the other party by July 1, 2023, or in any subsequent year by July 1, of its desire to modify or terminate the provisions of this Agreement.

Section B – Negotiations

Request for revision during the term of this contract shall be made in writing by either party and agreement by both parties is necessary for such request to be acted on. Either party desiring to amend or extend this Agreement shall present in writing by certified mail its recommended terms and conditions for amendment or extension no later than July 1, 2023. Collective bargaining negotiations under this Agreement will commence within two (2) weeks thereafter and will be conducted by a representative of the County and by the Negotiating Committee of not more than seven (7) members of the Union, its Local President and its authorized representative.

Section C – Job Titles and Grades Arranged Alphabetically

Accountant	17	
Account Clerk	6	
Account Clerk II	8	
Account Clerk/Stenographer	6	
Account Clerk/Typist	6	
Account Clerk/Typist II	8	
Accounting Supervisor, Grade B	19	
Administrative Assistant	19	
Aging Services Aide	2	
Aging Services Aide II	5	
Aging Services Worker	8	
Architect**	21	
Assessment Clerk	5	
Assistant Carpenter*	14	
Assistant Coordinator WIA/Employment & Training	16	
Assistant Engineer**	19	
Assistant Highway & Facilities Engineer**	22	
Assistant Maintenance Mason II (with CDL)*	14	
Assistant Maintenance Mason II (without CDL)*	13	
Assistant Maintenance Mason*	11	
Assistant Motor Vehicle Division Supervisor	11	
Assistant Payroll Clerk	12	
Assistant Personnel Clerk	9	
Assistant Planning & Design Engineer (Capital Projects)**	24	
Assistant Public Health Educator	15	
Assistant Public Health Educator II	17	(Appointees eff. 1.1.2020 & thereafter)
Assistant Public Health Educator II (Spanish Speaking)	17	(Appointees eff. 1.1.2020 & thereafter)
Assistant Public Health Educator Trainee ***		
Assistant Public Health Engineer	21	
Assistant Records Clerk/Typist	5	
Assistant Supervisor of Planning & Design**	24	
Assistant Supervisor, Construction & Maintenance**	19	
Assistant Tax Collection Supervisor	15	
Associate Account Clerk	15	
Associate Clerk	14	
Associate Public Health Sanitarian	24	
Associate Typist	15	
Automotive Body Mechanic*	15	
Automotive Mechanic Helper*	11	
Automotive Mechanic*	15	
Automotive Painter*	14	
Bioterrorism Health Planning Coordinator	21	
Building Maintenance Mechanic I*	11	
Building Maintenance Mechanic II*	13	

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Carpenter*	14	
Case Supervisor, Grade B	19	
Caseworker	15	
Caseworker (Spanish Speaking)	15	
Caseworker Assistant	11	
Caseworker Assistant (OSR)	11	
Caseworker R.N.	15	
Chief Mechanic*	19	
Chief Sign Maintenance Worker*	15	
Child Support Specialist I	11	
Child Support Specialist II	13	
Clerk	5	
Clerk (Spanish Speaking)	5	
Clerk II (Spanish Speaking)	7	
Community Service Aide	4	
Community Service Worker	6	
Computer Operations Specialist	15	
Computer Operations Supervisor	17	
Confidential Secretary	10	
Construction Equipment Operator II*	14	
Construction Equipment Operator*	13	
Construction Material & Highway Dispatcher*	12	
Construction Project Assistant**	13	
Cook	5	
Coordinator of IT & Staff Development	19	
Coordinator of Medicaid and Long Term Care Programs	19	
Coordinator of RSVP	13	
Coordinator of WIA E&T	20	
County Historian Aide	3	
CPS Caseworker	15	
CPS Supervisor	19	
Crew Chief II*	15	
Crew Chief*	13	
Day Care Helper	1	
Diesel Mechanic*	16	
Dietary Technician	11	
Dispatch Center Shift Supervisor	36	(Appointees eff. 1.23.2020 & thereafter)
Dispatch Center Supervisor	37	(Appointees eff. 1.23.2020 & thereafter)
Driver (CDL)	7	
Driver (non-CDL)	3	
Early Intervention and Preschool Program Supervisor	21	
Early Intervention Service Coordinator	14	
Early Intervention Service Coordinator (Spanish Speaking)	14	
Early Intervention Supervising Service Coordinator	19	
EISEP Coordinator	17	
Emergency Services Dispatcher	30	(Appointees eff. 1.23.2020 & thereafter)

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Employment and Training Assistant	10
Employment and Training Coordinator	17
Employment and Training Counselor	13
Employment and Training Instructor	13
Engineering Aide**	9
Environmental Health Aide	9
Environmental Health Education Aide	9
Environmental Health Educator	19
Environmental Health Engineering Aide	9
Environmental Planner	18
Epidemiologist	21
Fiscal Technician	16
Food Service Helper	2
Geographic Information Systems Assistant	14
Geographic Information Systems Program Specialist	16
Graphic Design & Computer Support Specialist	9
Head Driver	9
Head Maintenance Worker*	12
Highway Safety Coordinator**	16
HVAC Technician*	13
Inspector of Weights and Measures	12
Intermediate Clerk	10
Intermediate Typist	10
IT Operations Assistant	8
Junior Accountant	15
Junior Engineer**	16
Laborer*	7
Lead Automotive Mechanic*	17
Lead Diesel Mechanic*	17
Legal Assistant	13
Legal Secretary	12
Licensed Professional Engineer**	24
Mail Clerk	5
Maintenance Carpenter*	17
Maintenance Electrician*	17
Maintenance Mason*	17
Maintenance Painter*	13
Maintenance Plumber*	18
Maintenance Welder*	15
Maintenance Worker II*	10
Maintenance Worker II/Stock Clerk*	12
Maintenance Worker*	9
Managed Care Assistant	9
Managed Care Coordinator	15
Managed Care Coordinator/TANF Program	19
Map Technician	6

Master Mechanic I (Group of Classes)*	21	
Master Mechanic II*	22	
Motor Vehicle Application Examiner	6	
Motor Vehicle Cashier Examiner	9	
Nutrition Assistant	11	
Nutrition Site Manager	9	
Nutritionist I	15	
Nutritionist I (Spanish Speaking)	15	
Nutritionist II	21	
Nutritionist II (Spanish Speaking)	21	
Office Assistant	5	
Office Manager	15	
Park Attendant*	3	
Park Ranger*	8	
Payroll Clerk	14	
Personnel Assistant	13	
Planner (Trainee)	14	
Planner I	16	
Planner II	18	
Planning Aide	6	
Planning Assistant	12	(Appointees eff. 1.1.2020 & thereafter)
Principal Account Clerk	13	
Principal Clerk	12	
Principal Environmental Health Engineering Aide	15	
Principal Office Assistant	12	
Principal Planner	24	
Principal Typist	12	
Probation Assistant	7	
Probation Intake Worker	11	
Probation Officer	17	
Probation Officer (Spanish Speaking)	17	
Probation Supervisor	21	
Public Health Educator	19	(Appointees eff. 1.1.2020 & thereafter)
Public Health Educator (Spanish Speaking)	19	(Appointees eff. 1.1.2020 & thereafter)
Public Health Engineer	23	
Public Health Nurse	18	
Public Health Nurse II	19	
Public Health Program Asst	12	
Public Health Sanitarian	18	
Public Health Sanitarian (Trainee)	15	
Public Health Sanitarian II	19	
Public Health Technician	13	
R.M.E.O. I*	11	
R.M.E.O. II*	12	
Real Property Services Specialist	15	
Real Property Systems Supervisor	16	

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Receptionist	6	
Receptionist (Spanish Speaking)	6	
Records Clerk	8	
Records Clerk/Typist	8	
Records Clerk/Typist II	10	
Registered Professional Nurse	17	
Registered Professional Nurse (OSR)	15	
Registered Professional Nurse II	18	
Road and Safety Inspector**	12	
Senior Account Clerk	10	
Senior Account Clerk/Typist	10	
Senior Caseworker	17	
Senior Clerk	8	
Senior CPS Caseworker	17	
Senior Data Entry Operator	11	
Senior Dietary Technician	15	
Senior Employment and Training Counselor	15	
Senior Engineering Aide**	12	
Senior Environmental Health Engineering Aide	12	
Senior Environmental Planner	22	
Senior Inspector of Weights & Measures	15	
Senior Legal Assistant	16	
Senior Licensed Professional Engineer**	26	
Senior Map Technician	8	
Senior Nutritionist	24	
Senior Office Assistant	8	
Senior Office Assistant (Legal)	9	
Senior Payroll Clerk	16	
Senior Personnel Assistant	15	
Senior Probation Intake Worker	13	
Senior Planning Assistant	14	(Appointees eff. 1.1.2020 & thereafter)
Senior Probation Officer	19	
Senior Public Health Educator	21	(Appointees eff. 1.1.2020 & thereafter)
Senior Public Health Engineer	25	
Senior Public Health Nurse	21	
Senior Public Health Sanitarian	21	
Senior Public Health Technician	18	
Senior Records Clerk/Typist	12	
Senior Records Clerk/Typist II	14	
Senior Registered Professional Nurse	20	
Senior Resource Specialist	15	
Senior Road & Safety Inspector**	16	
Senior Tax Collection Clerk	10	
Senior Typist	8	
Set Up Mechanic*	11	
Sign Maintenance Worker*	11	

Social Services Specialist I	11
Social Services Specialist I (Spanish Speaking)	11
Social Services Specialist II	13
Social Services Specialist III	17
Social Services Specialist Trainee ***	
Social Services Specialist Trainee (Spanish Speaking) ***	
Social Services Supervisor	15
Stable Attendant	5
Stenographic Secretary	12
Supervising Crew Chief*	19
Supervising Public Health Educator	24
Supervising Public Health Nurse	24
Tax Collection Supervisor	17
Tree Maintenance Equipment Operator II*	15
Tree Maintenance Equipment Operator*	13
Typist	5
Typist (Spanish Speaking)	5
Victim Advocate	11
Victim Advocate (Spanish Speaking)	11
Web & Information Systems Technician	11
WIOA Assistant	10
WIOA Assistant Trainee ***	
WIOA Intensive Services Case Manager	15
WIOA Specialist	15
Youth Program Specialist	15
Youth Services Assistant	15
Youth Services Specialist	18

***Employees working an 8-hour day**

****Employees working an 7.5-hour day**

***** One increment below full title grade**

Section D — Titles excluded from CSEA Bargaining Unit

Board of Elections

Commissioner of Elections
 Deputy Commissioner of Elections
 Election Specialist
 Voting Machine Technician

Bureau of Emergency Services

Confidential Secretary
 Commissioner of Emergency Services
 Deputy Commissioner of Emergency Services Deputy Director of Emergency Management
 Director of Emergency Management
 Director of Emergency Medical Services Emergency Services Coordinator

10/7/2022

Consumer Affairs/Weights and Measures Confidential Secretary
Director of Consumer Affairs
Secretary to the Plumbing Board

Community Affairs
Coordinator of Community Affairs

Coroners
Coordinator of Coroners Coroner

County Attorney
1st Deputy County Attorney
Confidential Secretary to County Attorney
County Attorney
Deputy County Attorney Risk Manager
Senior Deputy County Attorney
Senior Deputy County Attorney for Risk Compliance
Special Assistant to County Attorney
Supervising Legal Assistant

County Clerk
Assistant Records Management Officer
Confidential Secretary to County Clerk
County Clerk
Deputy County Clerk
Motor Vehicle Division Supervisor

County Executive
Chief of Staff
Confidential Secretary to the County Executive
County Executive
Deputy County Executive
Director of Constituent Affairs

County Historian
County Historian

County Legislature
Administrative Assistant (Legislature) Audit Manager
Clerk to the Legislature
County Auditor
Deputy Clerk to the Legislature
Deputy County Auditor
Legislative Chairman
Legislative Counsel
Legislator
Sr. Administrative Assistant (Legislature)

Data Processing
Director of Data Processing

10/7/2022

District Attorney

Assistant District Attorney
Assistant DWI Coordinator
Chief Assistant District Attorney
Confidential Secretary
Criminal Investigator
District Attorney
Special Victims Investigator
Victims/Witness Assistant

Finance

Chief Deputy Commissioner of Finance
Chief Fiscal Manager
Commissioner of Finance
Deputy Commissioner of Finance Payroll Manager

Health Department

Administrator, Children's Health Programs
Commissioner of Health/Public Health Director
Director of Engineering
Director of Environmental Health Services
Director of Patient Services/Assistant Public Health Director
Fiscal Manager
Medical Consultant

Highway Department

Chief Project Administrator/Coordinator Commissioner of Highways and Facilities
Confidential Secretary
Deputy Commissioner of Highways & Facilities
Director of Operations
Fiscal Manager
Park Superintendent
Supervisor of Facilities
Supervisor of Maintenance and Construction
Supervisor of Planning and Design

Mental Health

Administrator Day Treatment Program
Clinic Supervisor
Commissioner of Mental Health
Deputy Commissioner of Mental Health
Director of Alcohol and Substance Abuse
Supervising Psychologist

Office for Senior Resources

Coordinator, Homebound Elderly Services
Coordinator of Nutrition Programs and Services
Coordinator of Services for the Aging
Director, Office for Senior Resources

10/7/2022

Nutrition Services Coordinator
Project Director, Retired Senior Volunteer Program
Senior Center Manager

Office of Employment and Training

Employment and Training Director III
Employment and Training Fiscal Manager
Senior Employment and Training Coordinator
Youth Employment Services Coordinator

Office for the Disabled

Coordinator, Programs for People with Disabilities

Personnel

Confidential Secretary
Personnel Officer
Personnel Specialist
Personnel Technician
Physician
Senior Coordinator of Exams and Transactions
Senior Personnel Administrator
Senior Personnel Specialist

Planning

Commissioner of Planning, Development and Public Transportation
Transportation Program Manager

Probation

Probation Director II
Treatment Court Coordinator
ATI – Program Worker

Purchasing and Central Services

Director of Purchasing and Central Services
Project Administrator/Coordinator

Real Property Tax Service

Director of Real Property Tax Services

Social Services

Commissioner of Social Services
Coordinator, Child Support Enforcement Unit Coordinator of Child Advocacy Program
Director of Children & Family Services
Director of Eligibility
Fiscal Manager
Secretarial Assistant to Commissioner of Social Services
Social Services Attorney/Deputy County Attorney

10/7/2022

Social Services Legal Specialist
SPOA Coordinator – Adult Services
SPOA Coordinator – Children Services
Staff Development Coordinator

Solid Waste Recycling

Confidential Secretary to Solid Waste Director County Recycling Coordinator

Veterans' Services

Deputy Director of County Veterans' Services
Director of County Veterans' Services
Veterans' Assistant

Watershed

Watershed Administrator

Youth Department

Deputy Youth Director Youth Director

In any department where the title exists

Federal Aid Coordinator

10/7/2022

DATED: 10/7/22

CIVIL SERVICE EMPLOYEES
ASSOCIATION, INC.

COUNTY OF PUTNAM

Linda Amicucci
Linda Amicucci, Unit President

Mary Ellen Odell
Mary Ellen Odell, County Executive

Jordan Rider
Jordan Rider, CSEA, LRS

Jennifer Bungarner
Jennifer Bungarner, County Attorney

Jané Mounier
Jané Mounier

Paul Eldridge
Paul Eldridge, Personnel Officer

Janet Gomez-Canaday
Janet Gomez-Canaday

April Lathrop
April Lathrop

APPENDIX A

2017 CSEA Salaries - 1.25%

		Step	Step	Step	Step
	increment	1	2	3	4
1	1105	26481	29363	30467	31827
2	1214	29028	32200	33413	34911
3	1380	32800	36265	37645	39371
4	1474	35044	38896	40370	42192
5	1548	36225	40243	41791	43684
6	1631	37428	41607	43237	45216
7	1704	38746	43099	44803	46852
8	1787	40127	44651	46438	48572
9	1878	41543	46260	48138	50363
10	1982	43044	47959	49943	52270
11	2073	44587	49727	51798	54217
12	2178	46266	51605	53785	56307
13	2289	48013	53593	55882	58518
14	2422	50204	56079	58501	61272
15	2576	52538	58710	61286	64204
16	2730	54961	61466	64196	67271
17	2883	57592	64439	67322	70551
18	3061	60347	67568	70628	74035
19	3237	63268	70871	74109	77694
20	3427	66375	74386	77814	81589
21	3635	69671	78123	81759	85741
22	3848	73168	82064	85914	90107
23	4089	76847	86247	90337	94771
24	4332	81380	91338	95670	100349
25	4641	86275	96878	101519	106507
26	4954	91494	102767	107720	113019
27	5308	97107	109141	114448	120104

2017 CSEA Salaries - 1.25%

PCSEA to CSEA

	Step	Step	Step	Step	Step
	1	2	3	4	5
30	43449	47543	52091	55577	59612
36	47741	51835	56383	59869	63904
37	49580	53674	58223	61709	65744

APPENDIX B

2018 CSEA Salaries - 1.5%

		Step	Step	Step	Step
	increment	1	2	3	4
1	1122	26878	29803	30924	32304
2	1232	29463	32683	33914	35435
3	1401	33292	36809	38210	39962
4	1496	35570	39479	40976	42825
5	1571	36768	40847	42418	44339
6	1655	37989	42231	43886	45894
7	1730	39327	43745	45475	47555
8	1814	40729	45321	47135	49301
9	1906	42166	46954	48860	51118
10	2012	43690	48678	50692	53054
11	2104	45256	50473	52575	55030
12	2211	46960	52379	54592	57152
13	2323	48733	54397	56720	59396
14	2458	50957	56920	59379	62191
15	2615	53326	59591	62205	65167
16	2771	55785	62388	65159	68280
17	2926	58456	65406	68332	71609
18	3107	61252	68582	71687	75146
19	3286	64217	71934	75221	78859
20	3478	67371	75502	78981	82813
21	3690	70716	79295	82985	87027
22	3906	74266	83295	87203	91459
23	4150	78000	87541	91692	96193
24	4397	82601	92708	97105	101854
25	4711	87569	98331	103042	108105
26	5028	92866	104309	109336	114714
27	5388	98564	110778	116165	121906

2018 CSEA Salaries - 1.5%

PCSEA TO CSEA

	Step	Step	Step	Step	Step
	1	2	3	4	5
30	44101	48256	52872	56411	60506
36	48457	52613	57229	60767	64863
37	50324	54479	59096	62635	66730

APPENDIX C

2019 CSEA Salaries - 1.75%

		Step	Step	Step	Step
	increment	1	2	3	4
1	1142	27348	30325	31465	32869
2	1254	29979	33255	34507	36055
3	1426	33875	37453	38879	40661
4	1522	36192	40170	41693	43574
5	1598	37411	41562	43160	45115
6	1684	38654	42970	44654	46697
7	1760	40015	44511	46271	48387
8	1846	41442	46114	47960	50164
9	1939	42904	47776	49715	52013
10	2047	44455	49530	51579	53982
11	2141	46048	51356	53495	55993
12	2250	47782	53296	55547	58152
13	2364	49586	55349	57713	60435
14	2501	51849	57916	60418	63279
15	2661	54259	60634	63294	66307
16	2819	56761	63480	66299	69475
17	2977	59479	66551	69528	72862
18	3161	62324	69782	72942	76461
19	3344	65341	73193	76537	80239
20	3539	68550	76823	80363	84262
21	3755	71954	80683	84437	88550
22	3974	75566	84753	88729	93060
23	4223	79365	89073	93297	97876
24	4474	84047	94330	98804	103636
25	4793	89101	100052	104845	109997
26	5116	94491	106134	111249	116721
27	5482	100289	112717	118198	124039

2019 CSEA Salaries - 1.75%
PCSEA TO CSEA

	Step	Step	Step	Step	Step
	1	2	3	4	5
30	44873	49100	53797	57398	61565
36	49305	53534	58231	61830	65998
37	51205	55432	60130	63731	67898

APPENDIX D

2020 CSEA Salaries - 2%

		Step	Step	Step	Step
	increment	1	2	3	4
1	1165	27895	30932	32094	33526
2	1279	30579	33920	35197	36776
3	1455	34553	38202	39657	41474
4	1552	36916	40973	42527	44445
5	1630	38159	42393	44023	46017
6	1718	39427	43829	45547	47631
7	1795	40815	45401	47196	49355
8	1883	42271	47036	48919	51167
9	1978	43762	48732	50709	53053
10	2088	45344	50521	52611	55062
11	2184	46969	52383	54565	57113
12	2295	48738	54362	56658	59315
13	2411	50578	56456	58867	61644
14	2551	52886	59074	61626	64545
15	2714	55344	61847	64560	67633
16	2875	57896	64750	67625	70865
17	3037	60669	67882	70919	74319
18	3224	63570	71178	74401	77990
19	3411	66648	74657	78068	81844
20	3610	69921	78359	81970	85947
21	3830	73393	82297	86126	90321
22	4053	77077	86448	90504	94921
23	4307	80952	90854	95163	99834
24	4563	85728	96217	100780	105709
25	4889	90883	102053	106942	112197
26	5218	96381	108257	113474	119055
27	5592	102295	114971	120562	126520

2020 CSEA Salaries - 2%
PCSEA TO CSEA

	Step	Step	Step	Step	Step
	1	2	3	4	5
30	45770	50082	54873	58546	62796
36	50291	54605	59396	63067	67318
37	52229	56541	61333	65006	69256

APPENDIX E

2021 CSEA Salaries - 2%

	increment	Step	Step	Step	Step
		1	2	3	4
1	1188	28453	31551	32736	34197
2	1305	31191	34598	35901	37512
3	1484	35244	38966	40450	42303
4	1583	37654	41792	43378	45334
5	1663	38922	43241	44903	46937
6	1752	40216	44706	46458	48584
7	1831	41631	46309	48140	50342
8	1921	43116	47977	49897	52190
9	2018	44637	49707	51723	54114
10	2130	46251	51531	53663	56163
11	2228	47908	53431	55656	58255
12	2341	49713	55449	57791	60501
13	2459	51590	57585	60044	62877
14	2602	53944	60255	62859	65836
15	2768	56451	63084	65851	68986
16	2933	59054	66045	68978	72282
17	3098	61882	69240	72337	75805
18	3288	64841	72602	75889	79550
19	3479	67981	76150	79629	83481
20	3682	71319	79926	83609	87666
21	3907	74861	83943	87849	92127
22	4134	78619	88177	92314	96819
23	4393	82571	92671	97066	101831
24	4654	87443	98141	102796	107823
25	4987	92701	104094	109081	114441
26	5322	98309	110422	115743	121436
27	5704	104341	117270	122973	129050

2021 CSEA Salaries - 2%

PCSEA TO CSEA

	Step	Step	Step	Step	Step
	1	2	3	4	5
30	46685	51084	55970	59717	64052
36	51297	55697	60584	64328	68664
37	53274	57672	62560	66306	70641

APPENDIX F

2022 CSEA Salaries - 2%

		Step	Step	Step	Step
	increment	1	2	3	4
1	1212	29022	32182	33391	34881
2	1331	31815	35290	36619	38262
3	1514	35949	39745	41259	43149
4	1615	38407	42628	44246	46241
5	1696	39700	44106	45801	47876
6	1787	41020	45600	47387	49556
7	1868	42464	47235	49103	51349
8	1959	43978	48937	50895	53234
9	2058	45530	50701	52757	55196
10	2173	47176	52562	54736	57286
11	2273	48866	54500	56769	59420
12	2388	50707	56558	58947	61711
13	2508	52622	58737	61245	64135
14	2654	55023	61460	64116	67153
15	2823	57580	64346	67168	70366
16	2992	60235	67366	70358	73728
17	3160	63120	70625	73784	77321
18	3354	66138	74054	77407	81141
19	3549	69341	77673	81222	85151
20	3756	72745	81525	85281	89419
21	3985	76358	85622	89606	93970
22	4217	80191	89941	94160	98755
23	4481	84222	94524	99007	103868
24	4747	89192	100104	104852	109979
25	5087	94555	106176	111263	116730
26	5428	100275	112630	118058	123865
27	5818	106428	119615	125432	131631

2022 CSEA Salaries - 2%

PCSEA TO CSEA

	Step	Step	Step	Step	Step
	1	2	3	4	5
30	47619	52106	57089	60911	65333
36	52323	56811	61796	65615	70037
37	54339	58825	63811	67632	72054

APPENDIX G

2023 CSEA Salaries - 3.5%

		Step	Step	Step	Step
	increment	1	2	3	4
1	1254	30038	33308	34560	36102
2	1378	32929	36525	37901	39601
3	1567	37207	41136	42703	44659
4	1672	39751	44120	45795	47859
5	1755	41090	45650	47404	49552
6	1850	42456	47196	49046	51290
7	1933	43950	48888	50822	53146
8	2028	45517	50650	52676	55097
9	2130	47124	52476	54603	57128
10	2249	48827	54402	56652	59291
11	2353	50576	56408	58756	61500
12	2472	52482	58538	61010	63871
13	2596	54464	60793	63389	66380
14	2747	56949	63611	66360	69503
15	2922	59595	66598	69519	72829
16	3097	62343	69724	72821	76308
17	3271	65329	73097	76366	80027
18	3471	68453	76646	80116	83981
19	3673	71768	80392	84065	88131
20	3887	75291	84378	88266	92549
21	4124	79031	88619	92742	97259
22	4365	82998	93089	97456	102211
23	4638	87170	97832	102472	107503
24	4913	92314	103608	108522	113828
25	5265	97864	109892	115157	120816
26	5618	103785	116572	122190	128200
27	6022	110153	123802	129822	136238

2023 CSEA Salaries - 3.5%

PCSEA TO CSEA

	Step	Step	Step	Step	Step
	1	2	3	4	5
30	49286	53930	59087	63043	67620
36	54154	58799	63959	67912	72488
37	56241	60884	66044	69999	74576

APPENDIX H

7/27/2022

MEMORANDUM OF AGREEMENT

By and Between the

County of Putnam

and

Civil Service Employees Association, Inc.
Local 1000 AFSCME, AFL-CIO
Putnam County Unit #8150
Putnam County Local 840

The January 1, 2017 through December 31, 2022 Collective Bargaining Agreement by and between the parties is hereby modified as follows. All other provisions of the Agreement shall remain unchanged except the modification of dates where applicable. This Memorandum of Agreement shall be subject to approval/ratification by the CSEA membership and the Legislature of Putnam County.

1. Term of Agreement: January 1, 2023 – December 31, 2023.
2. Article 4, Compensation, Salary: Effective January 1, 2023, each step on the salary schedule shall be increased by 3.50%.

COUNTY OF PUTNAM

CIVIL SERVICE EMPLOYEES ASSOCIATION,
INC., LOCAL 1000 AFSCME, AFL-CIO,
PUTNAM COUNTY UNIT #8150, PUTNAM
COUNTY LOCAL 840

By: MaryEllen Odell
MaryEllen Odell, County Executive

By: Jordan [Signature]

By: Sandra Amicucci

By: April L. Lathrop

Dated: July 28, 2022

Dated: July 29, 2022

APPENDIX I

PUTNAM COUNTY ALCOHOL AND DRUG POLICY

1. **Purposes.** The purposes of this policy are as follows:
 - a. to establish and maintain a safe, healthy, working environment for all employees;
 - b. to insure the reputation of the County and its employees as good, responsible citizens worthy of public trust;
 - c. to reduce the incidents of accidental injury to persons or property;
 - d. to reduce absenteeism, tardiness and indifferent job performance;
 - e. to provide assistance toward rehabilitation for any employee who seeks the County's help in overcoming any addiction to, dependence upon or problems with alcohol or drugs.

2. **Benefits: Inconvenience; Cooperation.**

Those employees with drug and alcohol abuse problems make up only a small fraction of the workforce, and the parties regret any inconvenience that may be caused for the many non-abusers by the problems of a few. It is believed, however, that the benefits to be derived from the reduction in numbers of accidents, the greater safety of all employees, and the increase in efficiency and productivity, resulting from the rehabilitation, suspension or termination of those employees who because of alcohol or drugs are a burden upon all other County employees; will more than make up for any inconvenience or loss of the rest of the workforce must be subject to. The County earnestly solicits the understanding and cooperation of all employees and employees' organizations in implementing the policies set forth herein.

3. **Definitions.**

For the purposes of this Policy, the following definitions apply:

 - a. Alcohol or Alcoholic Beverages: means any beverage that has an alcoholic content;
 - b. Prescribed Drug: means any substance prescribed for the individual consuming it, by a licensed medical practitioner;
 - c. Illegal Drug: means any drug or controlled substance, the sale .or consumption of which is illegal;

- d. Appropriately Trained Personnel ("ATP"): means an employee's superior or supervisor in the County's structure who has received appropriate training in determining whether an employee is under the influence of alcohol or drugs not prescribed for the employee;
 - e. Employee Assistance Program ("EAP"): means the Employee Assistance Program provided by the County.
4. Employee Assistance Program of the County
- a. Any employee who feels he/she has developed an addiction to, dependence upon or problem with alcohol or drugs, legal or illegal, is encouraged to seek assistance of the EAP. Entrance into the EAP can occur by self-referral, or referral of the employee's supervisor, or the appropriate Department Head or Director.
 - b. Request for assistance through supervisory and/or ATP referral will be treated as confidential. "Self-referral" confidentiality will be maintained between the individual seeking help and EAP personnel.
 - c. An employee's progress and attendance will be monitored by the County.
 - d. Rehabilitation itself is the responsibility of the employee. For employees enrolled in a formal treatment program, the County will grant sick leave from the employee's accumulated sick leave, in cases where a leave of absence is required for participation in the prescribed program. Where an employee does not have the required accumulated sick leave days, the days shall be deducted from the employees personal or vacation leave.
 - e. If a second leave of absence is required, a leave of absence without pay will be granted, subject to County leave requirements.
 - f. Upon successful completion of treatment, the employee will be returned to active status without reduction of pay or seniority.
5. Alcoholic Beverages
- a. No alcoholic beverages will be brought onto or consumed upon County premises or property unless for a function sanctioned by the appropriate Department Head or Director.
 - b. Drinking or being under the influence of alcohol beverages while on duty is just cause for suspension or termination.

- c. Any employee whose use of alcohol results in incompetence or misconduct, including, but not limited to, excessive absenteeism or tardiness, accidents or inability to perform duties in a satisfactory manner, may be referred to EAP for rehabilitation in lieu of disciplinary action being taken. In the event the employee refuses or fails rehabilitation, disciplinary action for the incompetence or misconduct may be imposed.
- 6. Prescription Drugs
 - a. No prescription drug shall be used by any person other than the person for whom the drug is prescribed – by a licensed medical practitioner – and such prescription drug shall be used only in the manner, combination and quantity prescribed by the licensed medical practitioner.
 - b. Any employee whose inappropriate use of prescription drugs results in incompetence or misconduct, including excessive absenteeism or tardiness to perform duties in a satisfactory manner may be referred to the EAP for rehabilitation in lieu of disciplinary action being taken. In the event the employee refuses or fails rehabilitation, disciplinary action for the misconduct or incompetence may be imposed.
- 7. Illegal Drugs
 - a. The use of illegal drug or controlled substance or the possession of them on duty is cause for suspension or termination.
 - b. The sale, trade or delivery of illegal drugs or controlled substances by an employee to another person while on duty is cause for suspension or termination and for referral to law enforcement authorities.
- 8. Alternative Procedure

Notwithstanding the provisions of paragraphs 5c and 6b herein, any employee found purchasing, intentionally transferring, possessing or using illegal drugs on County premises or while on County business or any employee who reports to work in an impaired state or who becomes impaired during the workday is subject to disciplinary action; up to and including termination.

9. Procedures

The procedure of the County in regards to employees using, possessing or being under the influence of alcohol, drugs or chemicals while on duty are as follows:

A. Employees shall report to work fit and able to perform their required duties and shall not by any act in violation of this Policy render themselves unfit for duty.

Step 1 – Appropriately Trained Personnel (ATP) who have reasonable grounds to believe an employee is under the influence of alcohol, drugs or chemicals shall immediately relieve said employee from duty in order to protect said employee, fellow employees and the public from harm.

Step 2 – The ATP shall notify the appropriate Department Head or Director, or his/her designee immediately.

Step 3 – An ATP and the appropriate Department Head or Director or his/her designee will interview the employee and if they both believe, based upon reasonable grounds, that the employee is under the influence of alcohol, drugs, or chemicals, then said employee shall be taken to the County's designated drug and alcohol facility for testing.

Step 4 – The decision to relieve the employee from duty should be documented as soon as possible. Both the ATP and appropriate Department Head or Director or his/her designee should document the reasons and observations while the grounds are fresh in their minds and details can be recalled. For example: glazed eyes, smell of alcohol, slurred speech, wobbly walk, change in attitude, aggressiveness, passed out, change in normal appearance, etc.

Step 5 – If the employee is willing to sign the appropriate release form, the testing facility will perform a drug and alcohol test. The drug testing facility must be certified by the National Institute on Drug Abuse (NIDA) and Department of Health and Human Services.

- a) It should be made clear to the employee before he/she signs the release form that the results will be made available to the appropriate County officials and may be used in disciplinary proceedings against the employee.
- b) If the tests are not given because of the employee's refusal to submit to the testing and/or the results are not provided to appropriate County officials because of the employee's refusal to sign the waiver, the employee

will be considered in violation of this policy, and the employee will be relieved of duty and removed from the payroll.

Step 6 – When an alcohol and/or drug test is administered, the employee will be placed on limited duty until the results are available.

- a) When the test results are positive, the employee will be relieved of duty and may be referred to the EAP in lieu of disciplinary action being taken.
- b) The appropriate Department Head or Director, in consultation with the appropriate representatives of the EAP, shall make final determination whether the employee returns to active status or remaining off duty.
- c) Rejection of treatment prescribed by EAP or a failure to complete the program prescribed by EAP will be cause for suspension without pay or termination from employment.
- d) Upon successful completion of the prescribed treatment, the member will be returned to active status without reduction of pay grade or seniority.

10. General Provisions

- a. Each employee of the County will be furnished with a copy of this policy and will sign a receipt for same.
- b. The County will allow only two (2) leaves of absence for participation in the EAP. Any further violations will result in the employee's dismissal from employment with the County.
- c. Any employee driving a County vehicle who is involved in an accident may be tested for use of drugs and/or alcohol in accordance with the procedures provided under Section 9 of this Policy.
- d. This Agreement shall not revoke existing County policy.

APPENDIX I
PUTNAM COUNTY
DRUG FREE WORKPLACE POLICY & PROCEDURE
FOR CDL DRIVERS

Pursuant to the Omnibus Transportation Employees Testing Act of 1991 and the United States Department of Transportation (DOT) Regulations.

Policy Statement

Putnam County is dedicated to providing safe and efficient service to our residents. Moreover, we are dedicated to providing a safe workplace for our employees.

In order to meet this goal, we hereby endorse the Federal Highway Administration substance abuse regulations and in accordance with Department of Transportation regulations, Putnam County ("County") promulgates the following policy on the misuse of alcohol and the use of controlled substances. We will provide training, education and other assistance to our employees. Any questions concerning either the educational materials that explain the requirements of the alcohol and drug testing regulations and/or County's policies and procedures with respect to meeting those requirements should be directed to the Senior Personnel Administrator in the Personnel Department.

Drug testing, in compliance with DOT regulations, is an integral part of our program. Any violation of this policy, administrative regulations and/or procedures; and applicable federal and state laws by a covered employee shall be grounds for disciplinary action including, but not limited to, fines, suspension, and/or discharge in a manner consistent with County policy, collective bargaining agreements and applicable law.

The terms used in this policy are to be defined consistent with the meanings and definitions of such terms in the regulations.

Who is Subject to the Alcohol Misuse and Controlled Substance Requirements This policy applies to all employees in a safety sensitive position required to have a commercial driver's license (CDL), as defined by the Department of Transportation Federal Regulations.

Definition of Safety Sensitive Functions

For purposes of this policy and the County's drug and alcohol testing program, performing a safety sensitive function means any of the following and an individual whose work requires that he/she engage in the following activities is subject to testing:

1. All time spent waiting to be dispatched at the County's transportation office, facility or other property, unless the driver has been relieved from duty by the employer.
2. All time spent inspecting, servicing or conditioning equipment.

3. All time spent at the driving controls of a commercial motor vehicle.
4. All time, other than driving time, spent on or in a commercial motor vehicle (except for time spent resting in the sleeper berth).
5. All time loading or unloading a commercial motor vehicle, supervising or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle or in giving or receiving receipts for shipments loaded or unloaded.
6. All time spent performing the driver requirements associated with an accident.
7. All time repairing, obtaining assistance or remaining in attendance upon a disabled vehicle.

Employee Assistance Program

Putnam County provides an Employee Assistance Program (EAP) for our County employees and their families. Employees are encouraged to access the EAP for services as needed and as appropriate.

Training

Putnam County provides education and training for drivers, supervisors and County officials about controlled substances and alcohol. The training program will cover the effects of controlled substance use on personal health, safety and the work environment. Manifestations and behavioral changes that may indicate controlled substance use and abuse will also be addressed. Documentation of these training sessions will be maintained.

Prohibition

The following alcohol and controlled substance-related activities are prohibited by the Federal Highway Administration's drug use and alcohol misuse rules for drivers of commercial motor vehicles.

- a) No driver shall report for duty within four hours of consuming alcohol.
- b) No driver shall use alcohol while on duty.
- c) No driver shall be on duty or operate a commercial motor vehicle while the driver possesses alcohol, unless the alcohol is manifested and transported as part of a shipment.
- d) No driver shall use alcohol for eight hours following an accident, or until he/she undergoes a post-accident alcohol test, which occurs first.
- e) No driver shall use controlled substances, except when pursuant to the instructions of a physician who has advised the driver that such use will not adversely affect the driver's ability to safely operate a commercial motor vehicle.
- f) No driver shall report for duty, remain on duty or perform a safety-

sensitive function, if the driver tests positive for controlled substances.

Types of tests

Drug testing for marijuana, cocaine, opiates, amphetamines and PCP will be performed on urine specimens. Alcohol testing will be performed by means of breath testing devices approved by the National Highway Traffic Safety Administration. Testing procedures will comply with Federal Motor Carrier regulations 49CFR Part 40. Individual test reports will be maintained in each employee's personnel file. However, if the test was triggered by reasonable cause and the test result was negative or a split sample was tested and the result was negative, all documentation concerning the reasonable suspicion shall be removed from the employee's personnel file. This does not preclude the County from taking disciplinary action, if appropriate, based on incompetence and/or misconduct.

Six types of drug and alcohol tests are required under federal regulations: pre-employment, random, reasonable cause, return to duty, follow-up and post-accident. In addition, testing may be done as part of the periodic physical exam.

1. All applicants for employment will submit to drug testing.
2. Throughout the year, drivers are subject to unannounced testing on a random basis. The number of covered employees randomly selected for testing during the calendar year shall be equal to a minimum annual percentage rate of 50% of the total number of covered employees subject to drug testing. The minimum annual percentage rate for random alcohol testing shall be 25% of covered employees. Since drivers are chosen at random throughout the year, each individual driver may not be tested or may be tested once, twice or more in a given year.
3. A driver shall submit to testing, upon reasonable cause, when directed to do so by the County. Conduct triggering testing under this part must be directly observed by a supervisor or County official. The supervisor or County official making this determination must have received training in the identification of behavior indicative of use of a controlled substance. Documentation of the driver's conduct shall be prepared and signed by the witness within 24 hours.
4. If a driver who violates this policy is allowed to return to duty, a test will be conducted prior to the performance of a safety-sensitive function. In addition, the driver will be subject to unannounced follow-up testing. The frequency of such tests will be prescribed by a substance abuse professional and will consist of a minimum of 6 tests in the first 12 months following the driver's return to duty.
5. The employer will test for alcohol and drugs as soon as possible after an accident, if the driver receives a citation under State or local law for a moving traffic violation arising from the accident or if there is a fatality. The alcohol test should be performed within 2 hours of the accident. If not tested within 2 hours, the driver may be tested for alcohol up to 8 hours following the accident. The drug test will be performed within 32 hours of the accident.

Procedures for drug tests

Drug testing is done by means of urine collection and analysis. The specimen will be collected by trained personnel in accordance with DOT regulations. The specimen is divided into 2 separate containers (the primary sample and the split sample) and sealed in a tamper-evident container and shipped to a NIDA-certified lab for testing. Laboratory test results are reported to the medical review officer (MRO). Each specimen receives a screening test and, if that test is positive, a confirmation test. Before reporting a positive test to the employer, the MRO will attempt to contact the driver to discuss the results. If the MRO is unable to contact the driver directly, the MRO will contact the employer's Drug Program Administrator who will contact the employee. If no legitimate explanation for the positive test is found, the MRO will report the test as positive. If there is a valid explanation for the positive test other than illegal drug use, the MRO will report the test as negative. A test showing the presence of a medication which the employee has used in accordance with a valid prescription will be considered a negative test; unless the employee drove in violation of the physician's orders prohibiting driving.

In the event of a positive drug test, the employee has the right to request that the split sample be sent to a different certified lab for testing. The cost of the split sample test shall be shared equally between the County and the employee. This request must be made within 72 hours of the time the driver was informed of the results by the MRO.

Procedures for alcohol tests

Certified breath alcohol technicians will perform these tests using evidential breath testing devices. If the test shows a result less than 0.02, the test is considered negative. If the alcohol concentration is 0.02 or greater, a confirmation test must be conducted. The confirmation test will be performed fifteen minutes after the initial test and the results of this test determine what actions will be taken.

Consequences of a positive test

Drivers who are known to have engaged in prohibited behavior with regard to alcohol misuse or use of controlled substances are subject to disciplinary action and penalties pursuant to County policy and collective bargaining agreements, as well as other sanctions provided for in state and/or federal law.

1. Applicants for employment who test positive for drugs will not be hired.
2. Employees who test positive may be required to be evaluated by a substance abuse professional (SAP) and complete any requirements for rehabilitation as set by the County and the SAP.
3. A driver who, after providing an adequate breath specimen, has a confirmatory test which registers between 0.02 and 0.04, at a minimum, must be suspended without pay until his/her next regularly scheduled duty period, but for not less than 24 hours and may be subject to additional disciplinary action by the County, up to and including discharge.

4. A driver who tests positive for drugs, or after providing an adequate breath specimen, has a confirmatory test which registers 0.04 or greater will, at a minimum, be suspended without pay until his/her next regularly scheduled duty period, but for no less than 24 hours, and will be subject to additional disciplinary action by the County, up to and including discharge. In order to be eligible to return to duty after a positive drug test or an alcohol level of 0.04 or higher, a driver must complete the course of rehabilitation prescribed by the substance abuse professional and undergo a return-to-duty test with a negative result. After returning to work, the driver must continue in an aftercare program and be subject to follow-up testing, in accordance with the recommendation of the SAP and consistent with the regulations.

Consequences of refusing a drug or alcohol test

The consequences of refusing a test are the same as testing positive. A refusal to submit to an alcohol or controlled substance test is defined as a driver who (1) fails to provide adequate breath for testing without a valid medical explanation after he/she has received notice of the requirement for breath testing; (2) fails to provide adequate urine for controlled substances testing without a valid medical explanation after he/she has received notice of the requirement for urine testing; (3) engages in conduct that clearly obstructs the testing process.

Confidentiality

All employee drug and alcohol testing will be kept confidential and shall only be revealed without the driver's consent, to the employer, a substance abuse professional, drug testing laboratory, medical review officer and any other individual designated by law. Any other release of this information is only with the employee's consent. If any employee initiates a grievance, hearing, lawsuit or other action as a result of a violation of these rules, the employer may release relevant information to the decision maker. If an employee is licensed, documented or certified by a DOT agency, relevant information may be released to the decision maker in any DOT agency revocation or suspension action to the extent required by law.

APPENDIX K



PUTNAM COUNTY CLERK'S OFFICE

County Office Building
40 Gleneida Avenue
Carmel, New York 10512
Tel. (845) 808-1142
Fax (845) 228-0231

MICHAEL C. BARTOLOTTI
County Clerk

JAMES J. McCONNELL
First Deputy County Clerk

AFFIDAVIT OF DOMESTIC PARTNERSHIP REGISTRATION

PLEASE TYPE OR PRINT CLEARLY

WE, the undersigned _____ and _____

DO HEREBY DECLARE OURSELVES TO BE DOMESTIC PARTNERS.

- We reside in the County of Putnam, or one of us is employed by the County of Putnam.
We are both eighteen (18) years of age or older, unmarried and competent to enter into a contract.
We are not related by blood in any manner that would bar marriage under the laws of the State of New York.
We share a common household.
We are in a close, committed, financially interdependent personal relationship and intend to remain in the relationship.
We are each other's sole domestic partner, have no other domestic partner and intend to remain each other's sole domestic partner.
Neither of us has terminated another domestic partnership within the last sixty (60) calendar days.
We agree to file a termination statement in the event that the domestic partnership is terminated.

Signature _____

Department (if employed by Putnam County) _____

Signature _____

Department (if employed by Putnam County) _____

Address _____

Sworn to before me this ____ day of _____, 20 ____.

Notary Public _____

FOR OFFICE USE ONLY

The affidavit will be filed upon the sworn statement of the applicants, under penalty of perjury, with no liability for the validity of the partnership assumed by the County of Putnam or the County Clerk, in accordance with Chapter 138 of the Laws of Putnam County.

APPENDIX L

PUTNAM COUNTY ABSENTEEISM CONTROL PROGRAM

The Putnam County Absenteeism Control Program is intended to provide department supervisors with standardized monitoring, control and management systems to reduce employee absenteeism and tardiness, and, to prevent the inappropriate and/or excessive use of sick leave credits.

In lieu of a due process hearing pursuant to New York State Civil Service Law §75 or the Alternate Discipline Proceeding (ADP) in this agreement, the parties agree to the following discipline schedule for: (1) post probation permanent competitive class employees; and (2) permanent non-competitive or labor class employees with three (3) years of continuous county service. The employee has no recourse to challenge any penalty up to a one-day suspension. The employee's sole recourse to challenge any penalty beyond a one-day suspension sought by the County shall be via the grievance process. Prior to imposition of such a penalty, a grievance may be initiated at Step 4 of the grievance procedure pursuant to Article XV of the Bargaining Agreement utilizing the earliest available arbitrator pursuant to the language contained in Article XV – ADP, Subsection 5 of the Bargaining Agreement.

A. **UNAUTHORIZED ABSENCES**

Counseling and/or discipline will be given to employees who accumulate occasions of absence in the twelve (12) month calendar year period commencing on January 1st, as follows:

- One (1) occasion.....Informal (verbal) Counseling
- Two (2) occasions.....Formal (written) Counseling
- Three (3) occasions.....Written Reprimand (Final Warning)
- An occasion of absence within 3 months of a Final Warning.....Dismissal

B. **UNSCHEDULED ABSENCES**

Counseling and/or discipline will be given to employees who accumulate occasions of absence in the twelve (12) month calendar year period commencing on January 1st, as follows:

- Six (6) Occasions.....Informal (verbal) counseling
- Seven (7) Occasions.....Formal (written) counseling

More than seven (7) occasions Department Head/Supervisor shall contact the Personnel Department for review and discussion. Except in circumstances clearly supported by medical or other documentation, disciplinary action will be pursued, ranging from reprimand to dismissal depending upon the circumstances.

C. LATENESS

Counseling and/or discipline will be given to employees who accumulate occasions of lateness in the twelve (12) month calendar year period commencing on January 1st, as follows:

- Five (5) occasions.....Informal counseling
- Seven (7) occasions.....Formal counseling
- More than seven (7) occasions.....Reprimand (Final Warning)
- An occasion of lateness within 3 months of a Final Warning.....Dismissal

Note: All formal counseling sessions should include a reference to the first discussion and should be confirmed in writing with a copy to the employee's personnel file.

DEFINITIONS

(a) Unauthorized Absence – an absence not approved prior to the end of an employee's last previous work shift and, which is not subsequently authorized. These types of absences fall into what is commonly referred to as "no call-no show" absences. If an employee is unable to report for work (absent a catastrophic situation or where the employee is incapacitated and unable to report to work); he/she must notify the supervisor or his/her designee within 2 hours after the start of the shift, in order to be considered for a subsequent authorization, otherwise the absence will be considered unauthorized. Employees who are out on unauthorized sick leave directly before or after a holiday, weekend, or vacation must submit a medical note upon the employee's return, otherwise a doctor's note can only be required pursuant to Article VIII, Section E7. Early departure from the assigned duty station without supervisory approval, will constitute an Unauthorized Absence.

- (b) Lateness – an absence of more than five (5) minutes from the assigned work station at the time work is scheduled to begin.
- (c) Occasions of Absence – any one (1) day, two (2) consecutive or three (3) consecutive workdays of absence. Evidence provided by a doctor which substantiates that an employee was unable to work for a period of longer than three (3) consecutive workdays will cause the longer period to count as one (1) occasion of absence. This medical substantiation must be submitted within five (5) business days of returning to work.
- (d) Unscheduled absence – an absence not requested and approved prior to the end of an employee's last previous work shift, even if such absence is subsequently approved or authorized and charged to leave credits¹. A Workers' Compensation injury/disease is an exception to this definition of unscheduled absence.

Note: Employees who have not previously received a formal written counseling memo and who receive approval for an absence other than sick leave following the completion of their last work shift will not be charged with an unscheduled absence.

¹The majority of incidents of unscheduled absence will be sick leave use as other types of leave must be requested and approved in advance.

APPENDIX M

**PUTNAM COUNTY
DISABILITY PLAN**

A. Definitions

- (1) "Injury" means accidental bodily injury caused by accident and resulting directly and independently of all other causes.
- (2) "Sickness" means sickness or disease which causes disability to commence.
- (3) "Disability" means that the employee is wholly and continuously disabled and unable to perform the substantial and material duties pertaining to the employee's occupation.
- (4) "Salary" means the bi-weekly wage or salary (exclusive of overtime earnings) the employee received from the County immediately prior to the date of the accident or commencement of disability from sickness.
- (5) "Insured Person" means an eligible employee of the County who is covered under this plan of insurance.

- B. Applies only to employees working twenty (20) hours a week or more.
- C. Covers employees who have six (6) months full-time County employment against budgeted positions.
- D. Employees with sick time must utilize such sick time before this policy applies. No reimbursement of sick time will be made.
- E. Seven (7) continuous workdays waiting period (deductible).
- F. County will provide one (1) month of benefits for each six (6) months full-time county employment, up to a maximum of twenty-six (26) weeks for any one injury or sickness.
- G. Pays a maximum of the applicable state rate for six (6) months past waiting period.
- H. Benefit amounts will be reduced by the pro-rata portion of any other benefits available towards the same disability (i.e., Social Security benefits, no-fault recipient, and pension or retirement disability benefits, etc.).
- I. Benefits payable to maximum of six (6) months for any one type disability, whether disability is continuous or recurrent.

10/6/2022

- J. A licensed physician must be treating disabled employee and confirm disability in writing to the County.
- K. County Doctor may verify all disabilities every two weeks after benefits begin.
- L. Excludes loss caused by or resulting from:
 - (1) Intentionally self-inflicted injury;
 - (2) Service in Armed Forces of any country or international authority;
 - (3) War or any act thereof, whether declared or not;
 - (4) Workers' Compensation Disabilities
- M. Pregnancy — 8 weeks maximum benefits, unless complications, then to a total of six (6) months.
- N. County will pay maximum of one thousand (1000) disability days to CSEA employees in each calendar year.

APPENDIX N

2/16/2022

MEMORANDUM OF AGREEMENT

By and Between the

County of Putnam

and

*Civil Service Employees Association, Inc.
Local 1000 AFSCME, AFL-CIO
Putnam County Unit #8150
Putnam County Local 840*

WHEREAS, the County of Putnam ("County") and the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO, Putnam County Unit #8150, Putnam County Local 840 ("CSEA") are signatories to a Collective Bargaining Agreement for the term January 1, 2017 through December 31, 2022; and

WHEREAS, the positions of Emergency Services Dispatcher, Dispatch Center Shift Supervisor and Dispatch Center Supervisor (911 Bureau Dispatchers) in the Bureau of Emergency Services ("Bureau") are positions in the bargaining unit represented by CSEA; and

WHEREAS, the County employs the position of Dispatcher in the Putnam County Sheriff's Office; and

WHEREAS, pursuant to Section 70.2 of the Civil Service Law, the function of sheriff dispatching will be transferred to the Bureau effective on or about March 5, 2022; and

WHEREAS, the employees in the title of Dispatcher in the Sheriff's Office, who are currently in a bargaining unit represented by the Putnam County Sheriff's Employees Association ("PCSEA") will be offered transfer to the Bureau pursuant to Section 70.2 of the Civil Service Law; and

WHEREAS, upon transfer to the Bureau, the Sheriff's Dispatcher will be included in the bargaining unit represented by CSEA; and

2/16/2022

WHEREAS, the County and CSEA have entered into negotiations regarding the terms and conditions of employment of the Sheriff's Dispatchers who will be transferred to the Bureau, taking into consideration their current terms and conditions of employment and benefits under the PCSEA Collective Bargaining Agreement; and

WHEREAS, the County, CSEA and PCSEA have come to an agreement regarding the inclusion of the Sheriff's Dispatchers in the CSEA bargaining unit; and

WHEREAS, the County and CSEA have come to an agreement regarding the terms and conditions of employment related thereto;

NOW, AS AND FOR A MEMORANDUM OF AGREEMENT, the parties hereto agree as follows:

1. Upon transfer to the Bureau, the Sheriff's Dispatchers will be subject to the terms and conditions of employment applicable to the Bureau 911 Dispatchers except as modified by the terms of this Memorandum of Agreement.
2. The Sheriff's Dispatchers who transfer to the Bureau will be entitled to full seniority credit for all purposes for services rendered prior to the transfer, including seniority for contractual purposes.
3. The Sheriff's Dispatchers shall be entitled to up to eleven (11) shift swaps/switches under the same terms applicable to the Bureau 911 Dispatchers.
4. Compensatory Time, Article IV of the CSEA Collective Bargaining Agreement shall be modified to provide that all Bureau 911 Dispatchers and Sheriff's Dispatchers hired prior to December 31, 2021 shall be entitled to a "hard cap" of 96 hours of compensatory time per year. All Dispatchers hired on or after January 1, 2022 shall have a 72 hour annual hard cap on compensatory time.

2/16/2022

5. **Personal Leave, Article VIII, Section D.3** provision shall apply to the Sheriff's Dispatchers who, however, shall not suffer any reduction in current personal leave days.

6. **Shift Differential for Bureau 911 Dispatchers and Sheriff's Dispatchers** shall be 5% for the A Line and 4.5% for the C Line.

7. **Holidays, Article IV, Section J.2/Overtime Holidays** - the Sheriff's Dispatchers shall be entitled to eleven (11) holidays as provided in the CSEA Collective Bargaining Agreement and shall be entitled to premium pay for working said holidays as contained in the Agreement in lieu of a \$1,000 lump sum payment for holidays pursuant to the PCSEA contract. Sheriff's Dispatchers who transfer to the Bureau shall be entitled to a proration of the \$1,000 PCSEA holiday pay for January and February, 2022 or \$167 per employee.

8. **Article IV, Section I, Longevity** - the Sheriff's Dispatchers who transfer to the Bureau shall receive the longevity applicable to Bureau 911 Dispatchers hired prior to March 11, 2020. For those Sheriff's Dispatchers currently receiving PCSEA longevity, the County will provide a proration converting the current/dollar PCSEA longevity to the CSEA percentage longevity. Those longevities will be calculated by subtracting any amount which the employees may have been entitled to under the terms of the PCSEA Agreement effective 2017 through 2023 from the amount which they will now be entitled to under the terms of the current CSEA Agreement.

9. **Sick Leave Incentive, Article VIII,**

All Dispatchers (Bureau and Sheriff's) who use the number of sick days in a calendar year as stated in the chart below shall receive the cash bonus payment as follows:

Days	Cash Bonus
0	\$1,500
3	\$750

2/16/2022

All Dispatchers (Bureau and Sheriff's) who do not utilize any sick leave in a calendar half year (January - June or July - December) shall receive a pro rata payment of \$750 in the second payroll period succeeding such calendar half year stated above. Employees who utilize one to one and one-half sick days in a calendar half year (January - June or July - December) shall receive such pro rata payment of \$375 in the second payroll period succeeding such calendar half year.

10. **Health Insurance Contribution, Article IX - Sheriff's Dispatchers** shall contribute towards health insurance as provided in Article IX, Section A-1 of the Collective Bargaining Agreement. Sheriff's Dispatchers who transfer to the Bureau shall not have their current health insurance contribution rate modified as a result of the transfer.

11. Any Sheriff's Dispatcher who was receiving a health insurance buyout as of March 5, 2022 shall continue to receive such buyout under the terms contained in the CSEA Agreement for Bureau 911 Dispatchers. Any current Sheriff's Dispatcher not currently receiving the buyout shall not be eligible for any subsequent buyout.

12. **Wages.**

(a) Sheriff's Dispatchers who transfer to the Bureau shall not incur any diminution in base wages as a result of the transfer.

(b) Effective March 5, 2022, the salary schedule for all Dispatchers is annexed hereto as Attachment A.

13. All other provisions of the Collective Bargaining Agreement shall remain unchanged except as modified herein.

ATTACHMENT A

As of 3/5/2022

	Step	Step	Step	Step	Step
	1	2	3	4	5
30	47619	52106	57936	61815	66302
36	52329	56811	61796	65615	70912
37	54339	58825	63811	67632	72954

2/16/2022

14. This Memorandum of Agreement may be executed in separate counterparts, each of which shall constitute an original. Signatures may be transmitted by facsimile and/or electronically, which shall be acceptable as originals for all purposes.

COUNTY OF PUTNAM

CIVIL SERVICE EMPLOYEES ASSOCIATION,
INC., LOCAL 1000 AFSCME, AFL-CIO,
PUTNAM COUNTY UNIT #8150, PUTNAM
COUNTY LOCAL 840

By: Maryellen All

By: Paul Edrige

By: J. B. M.

Dated: MARCH, 2022

By: [Signature]

By: [Signature]

By: _____

Dated: February 22, 2022

APPENDIX O

*Putnam County, NY
Monday, September 19, 2022*

Chapter 112. Vehicle Policy

[HISTORY: Adopted by the Legislature of the County of Putnam 7-10-2001 by L.L. No. 13-2001; amended in its entirety 12-4-2001 by L.L. No. 16-2001. Amendments noted where applicable.]

§ 112-1. Applicability.

Putnam County's motor vehicle policy shall apply to any and all Putnam County Departments and employees, including but not limited to all elected officials: Putnam County Executive, Putnam County Legislature, Putnam County Clerk, Putnam County coroners, Putnam County District Attorney, Putnam County Sheriff, and nonelected department heads, management, CSEA and DSBA employees, as well as any other employee who uses a County-owned or -leased vehicle in order to perform their assigned and/or elected duties on behalf of the residents of Putnam County. Solely, the Putnam County Executive shall oversee the policy, while operational compliance of said policy shall be the responsibility of each elected official and each department head with respect to their individual departments, to insure that the policy is being enforced.

§ 112-2. General intent and policy.

It is the intent of the County of Putnam to provide County-owned or -leased vehicles for use by County employees to enhance their efficiency in their positions and to enable them to provide appropriate services to the public we serve. It is also the intent of the County of Putnam to provide a framework within which such vehicles will be used, so as to insure the safety and general welfare of all County employees and members of the general public.

§ 112-3. General standards of operation.

All County personnel who operate a vehicle owned or leased by the County must use such vehicle in compliance with all motor vehicle and traffic laws as promulgated by the New York State Department of Motor Vehicles and/or any subdivision of New York State.

§ 112-4. Collective bargaining applicability.

To the extent that the provisions of this policy conflict with and contradict the terms and provisions of collective bargaining agreements, such provisions shall not be enforceable against members of such bargaining unit until such time as those provisions are negotiated into the bargaining unit contract.

§ 112-5. Defensive Driver Safety Course requirements.

All employees who, as part of their job responsibilities, are required to operate a County-owned or -leased vehicle shall be required to participate in and be certified in the defensive driver safety course within the earlier of one year from the effective date of this policy, or within one year of their employment in such position, unless such course was unavailable or due to extenuating

circumstances, in which case the employee will participate in the next available course. Said course shall be given at no cost to the employee and shall be repeated and renewed by each County employee in accordance with all applicable state regulations, so as to insure that said employee maintains a current and valid certificate of completion from said course at all times. The Putnam County Risk Manager shall have the responsibility to track and insure that all employees affected by this requirement are in compliance.

§ 112-6. Alcohol and drug use prohibited.

All County employees who utilize County-owned or -leased vehicles, on whatever basis, shall not engage in the use of alcohol or unauthorized controlled substances while using said vehicle. Furthermore, should drivers of County-owned or -leased vehicles engage in the use of alcohol or unauthorized controlled substances, they shall be subject to drug and alcohol testing in accordance with any applicable state and federal statutes and/or applicable bargaining unit contracts.

§ 112-7. Alcohol testing.

In the event that a County-owned or -leased vehicle is involved in an accident, the employee shall submit to an Alconsensor/Breathalyzer test within one hour of the accident, or as soon as possible thereafter but in no event beyond two hours of the time of the accident. Failure to comply with such test procedures shall be deemed a violation of this policy. This section will be implemented immediately, except where it conflicts with any union bargaining agreements.

§ 112-8. Drug testing.

In the event that a County-owned or -leased vehicle is involved in an accident and probable cause of being under the influence of drugs is determined by a law enforcement officer, the employee shall submit to a urinalysis test within one hour of the accident, or as soon as possible thereafter but in no event beyond two hours of the time of the accident. Failure to comply with such test procedures shall be deemed a violation of this policy. This section will be implemented immediately, except where it conflicts with any union bargaining agreements.

§ 112-9. Restricted use of County vehicles.

- A. No employee of the county shall be entitled to the use of a County-owned or -leased vehicle on a twenty-four-hour basis as a condition of employment. Any and all vehicles that are assigned on a twenty-four-hour basis to those employees serving the County Executive and Sheriff will be under the approval authority of the County Executive and under the approval authority of the County Sheriff with respect to vehicle assignments within the Sheriff's Department. Under no circumstance shall a County vehicle be assigned to the County Executive on a twenty-four-hour basis.
[Amended 11-3-2010 by L.L. No. 21-2010]
- B. The Sheriff, Commissioner of Highways and Facilities, and Commissioner of Emergency Services serve in positions of responsibility which require them to be on call on a twenty-four hour basis. For that reason, coupled with security considerations and the need for access to communications equipment, it is the intent of this provision to authorize the above individuals unrestricted use of their assigned County vehicles while in the County or while attending to authorized County business. All other provisions of this vehicle policy apply to the above-referenced positions.
[Amended 11-3-2010 by L.L. No. 21-2010]
- C. County employees, other than those three listed above, who are assigned vehicles on a twenty-four-hour basis will be given this privilege in order to insure that they have around-the-clock

access to said vehicle in light of the fact that said employees are on call as well as to insure that they have access to the vital communications equipment contained therein. Despite the foregoing, however, said employees shall not utilize a County Vehicle when traveling on personal or private business.

[Amended 11-3-2010 by L.L. No. 21-2010]

- D. No County-owned or -leased vehicle, including those of the Putnam County Sheriff's Department, shall be driven outside Putnam County with the following exceptions:
- (1) To perform the duties of their employment during normal business hours of the County. Under no circumstances, during those hours, shall a vehicle go beyond the four contiguous counties to Putnam (Dutchess, Orange, Rockland, Westchester) without notification to the County Executive's Office. If the vehicle must travel outside those parameters, to or into nearby Danbury, New Fairfield or Ridgefield, Connecticut, the County Executive's Office must be informed prior to dispatch, or as soon as possible, or the next business day.
 - (2) If a vehicle is required to leave the borders of Putnam County other than during normal business hours of the County, it must be reported to the County Executive's Office on the first County business day following the event.
 - (3) In either of the two exceptions listed above, a copy of the dispatch that required the vehicle to leave the borders of Putnam County must be provided to the County Executive on the first business day following the event.
- E. Additionally, the use of County-owned or -leased vehicles by County employees, other than those holding the positions listed above, shall be determined by the County Executive, and by the Putnam County Sheriff with respect to vehicles assigned to the Sheriff's Department. In so doing, the County Executive shall develop and dictate policy to individual department heads, who shall then be charged with the responsibility of carrying out said policy on a day-to-day basis.
- F. Under no circumstances shall a County employee utilize a County vehicle for the purpose of regularly commuting to and from his or her place of County business. Rather, it is the intent and purpose of this policy to provide County employees with the discretionary use of a County vehicle for County business, including but not limited to driving to or from a County function, a County job responsibility, or to enhance job efficiency for an early meeting out of the County. It has as its purpose that said use of a County vehicle enhances an individual's performance of his or her duties and is not intended to provide said employees with a form of compensation.

§ 112-10. Putnam County vehicle policy certification.

All county employees who have use of a County-owned or -leased vehicle on a twenty-four-hour basis, or any County employee who may at any time utilize a County-owned or -leased vehicle, shall be required to execute and file a Putnam County vehicle policy certification form (acknowledging the receipt and acceptance of this vehicle policy) with the Director of Personnel. Effective immediately, upon passage of this vehicle policy, all new employees hired by the County shall be required to complete a certification at their orientation with the Personnel Department. During the first 30 days of passage of this policy, it will be the responsibility of both the County Executive and the County Sheriff to insure that all employees currently using County-owned or -leased vehicles under their auspices shall be required to fill out the necessary certification and file it with the Personnel Department. If an employee has not filed a certification within 30 days from passage of this policy, their right to drive a County-owned or -leased vehicle shall be revoked. Once an employee's certification is on file, such employee will be required to renew the certification annually with the Personnel Department. Failure to file annually may result in the revocation of the employee's privilege to use a County vehicle until such time as they have complied with the terms of this policy.

§ 112-11. Passenger restrictions.

In general, County vehicles are to transport County employees in the course of their job function. Only passengers connected with or on official County business shall be transported by a County employee who utilizes a County-owned or -leased vehicle, whether on an intermittent or twenty-four-hour basis, in said vehicle. Spouses and immediate family members shall be considered authorized passengers under this provision, where said individuals are traveling with the County employee in connection with official County business and where the County Executive has issued approval for such passengers. Any New York State laws regarding the transportation of passengers in a vehicle must be adhered to, and it shall be the responsibility of the County employee who is the driver of said vehicle to insure compliance with such laws.

§ 112-12. Driver responsibility.

- A. Use of a County-owned or -leased vehicle is a discretionary privilege by the County to the employee using the vehicle. In accepting and using the County vehicle, the employee agrees to operate the vehicle in a safe and business-like manner, in full compliance with all local, state and federal laws governing the operation of motor vehicles and in full compliance with the provisions of this County vehicle policy.
- B. In the event of a vehicle accident or claim involving a County vehicle operated by a County employee, the employee shall be responsible for any losses if said vehicle accident is found to be a substantive usage violation of this vehicle policy. A substantive usage violation shall be defined as follows:
- (1) The County vehicle was not being used for an authorized County business purpose for which the County Executive had issued approval prior to such use.
 - (2) The County vehicle was being used for purposes outside the scope of the driver/employee's employment with the County.
 - (3) The employee had engaged in the use of alcohol or a controlled substance while operating the County vehicle and or failed to comply with § 112-7, 112-8, or 112-9 of this vehicle policy.
 - (4) Any form of discipline which is available to the County of Putnam based upon the nature of the employee's status with the County (for example, a CSEA employee as opposed to a management employee) based upon the specific facts and circumstances of the incident involved.
 - (5) Complete and total loss of the use of a County vehicle on a permanent basis if deemed appropriate in light of the specific facts and circumstances of the incident at issue.
 - (6) Grounds for permanent revocation of County vehicle privileges.
 - (a) If a County employee is involved in an accident with a County-owned or -leased vehicle and has violated § 112-12B(3) of this policy, said employee shall automatically lose the use of any County vehicle permanently.
 - (b) If any employee driving a County-owned or -leased vehicle is involved in an accident and his/her blood alcohol content (BAC) is at or below 0.05 under Article 31 of the New York State Vehicle and Traffic Law, the County Executive shall have five days to make a final determination of the employee's driving privileges. If the ticket is issued under Article 31 of the New York State Vehicle and Traffic Law (or similar laws in the case of another state) and the employee's blood alcohol content (BAC) exceeds 0.05, he/she will have his/her County driving privileges revoked immediately. Once the court adjudicates the employee's case and the employee is found guilty, the employee will lose his/her County vehicle privileges permanently.
- C. The County Executive shall be charged with the duty of determining whether or not a substantive usage violation has occurred. In the event that a substantive usage violation shall have been found by the County Executive in connection with said County vehicle accident and the County

has sustained any loss or damage, e.g. vehicle damage, repair, replacement, personal injury judgment or settlement (hereinafter referred to as the "loss"), the County Executive may, in his/her sole discretion, charge back any or all of said loss to the employee. The County Executive shall advise the employee of the amount of said charge back in writing, which if not accepted by the employee and agreed in writing, shall immediately result in the loss of said employee's driving privilege, and may subject him/her to further job-related sanctions.

§ 112-13. Penalties for offenses.

Any County employee who violates any section or provision of this policy shall be subject to any one or more of the following penalties, which shall be imposed by the County Executive or, if the accident involves the Sheriff's Department, the County Sheriff with notification to the County Executive.

§ 112-14. Reporting.

- A. All County-owned or -leased vehicle accidents, including Sheriff's Department vehicle accidents, must be reported to and investigated by the law enforcement agency with jurisdiction over the particular accident. In no circumstances shall the Sheriff's Department investigate its own accidents nor shall they conduct Alconsensor or Breathalyzer tests on members of their own department. All accidents must be reported to the department head immediately, but in no case more than 24 hours from the time of said accident or the next County business day. The department head will then report the accident to the County Executive immediately. In the case of an accident involving a department head, the accident must be reported directly to the County Executive within 24 hours or the next County business day. In either case, a written report of the events must be filed with the Putnam County Risk Manager within 48 hours or the next County business day. A copy of the police accident report, along with a copy of the Putnam County accident and incident reporting form, shall be filed by the appropriate or applicable department head with the County Risk Manager as soon as it is available. The Risk manager will provide a written monthly report of all accidents to the County Executive and Legislature.
- B. If an employee is issued a parking or traffic ticket while driving a County-owned or -leased vehicle, he or she shall report the incident to their department head immediately. The department head shall report the incident to the County Executive within 24 hours or on the next County business day. In the case of a department head receiving a parking or traffic ticket, he/she shall report the incident to the County Executive within 24 hours of, or on the next County business day from, the violation. The report submitted by the employee and/or department head shall explain the events that led up to the ticket, and the employee and/or department head shall attach a copy of said ticket to the report.
- C. If the ticket, parking or otherwise, is issued by an agency outside of the five-county region (Dutchess, Orange, Putnam, Rockland and Westchester) and the employee was outside the County limit without the specific authorization of the County Executive, the employee shall have their County car privileges revoked immediately. The County Executive shall then have five business days to make a final determination of the employee's driving privileges.
- D. Failure by the employee and/or their department head (elected and nonelected) to report an accident or traffic ticket violation to the County Executive may result in revocation of his or her County vehicle driving privileges permanently.

§ 112-15. Reports to the Personnel Committee.

Any and all accidents, parking and traffic tickets, and any disciplinary actions administered to an employee in compliance with this vehicle policy shall be reported by the County Executive through the

County Risk Manager at the next regularly scheduled meeting or, if necessary, special meeting of the Putnam County Legislature's Personnel Committee.

APPENDIX P
REFERENCE

CSEA Local 840 Office	(914) 204-4797
CSEA Southern Region III www.cseany.org/r3/	(845) 831-1000
CSEA Statewide Headquarters AFSCME www.afscme.org	(800) 342-4146 or (518) 257-1000 (202) 429-1000
Buyers Edge Discount Buying Program www.buyersedgeinc.com/csea	(800) 342-4146 ext. 1359 (user name-1811, password-member)
CSEA Employee Benefit Fund (Vision and Dental Benefits) www.cseaebf.org	(800) 323-2732 or (518) 782-1500
CSEA Member Benefits	(800) 342-4146
Civil Service Test Preparation Services	www.cs.ny.gov/employees/
Pearl Insurance-CSEA Insurance Programs	(800) 833-4657 or (877) 847-2732
Critical Illness — (800) 697-2732	
Life & Disability — (800) 697-2732	
Auto & Home — (800) 833-4657	
Retirement Counseling w/Pearl Insurance	(800) 894-1960 or (877) 847-2732
LEAP (Career Education Advisement Services)	(800) 253-5332
Ameriflex (Flexible Spending Plan) www.flex125.com	(888) 868-3539
NYS Retirement System www.osc.state.ny.us/retire	(866) 805-0990 or (518) 474-7736
Deferred Compensation www.nysdcp.com	(800) 422-8463
EAP (Employee Assistance Program)	(914) 995-6070
Putnam County Executive's Office www.putnamcountyny.com	(845) 808-1001
County Personnel Office	(845) 808-1650, ext. 46104
County Risk Managers Office	(845) 808-1150, ext. 49412
Workers' Compensation Questions (POMCO) www.POMCOGroup.com	(914) 347-7960, ext. 4168
County Payroll	(845) 808-1075, ext. 49253
Hudson Valley Federal Credit Union www.hvfcu.org	(845) 463-3011

