

7/9/25

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, 2024 – December 31, 2028

TABLE OF CONTENTS

PREAMBLE	6
ARTICLE I - DEFINITIONS	6
SECTION A - DEFINITIONS	6
1. Terms and Conditions of Employment	6
2. Membership Dues and Other Authorized Deductions	6
3. Employee.....	6
ARTICLE II - RECOGNITION AND DUES DEDUCTION.....	7
SECTION A - APPROPRIATE UNIT AND COVERAGE.....	7
SECTION B - MEMBERSHIP DUES AND OTHER AUTHORIZED UNION DEDUCTIONS..	7
1. Authorization and Remittance.....	7
ARTICLE III - WORK, WORKWEEK, WORKDAY.....	8
SECTION A - OFFICE PERSONNEL, OTHER THAN HIGHWAY ENGINEERING AND NURSING .	8
SECTION B - E-911 EMPLOYEES	8
SECTION C - HIGHWAY ENGINEERING	9
SECTION D - NURSING.....	9
SECTION E - CLEANERS	9
SECTION F - OUTSIDE HIGHWAY EMPLOYEES.....	10
SECTION G - COFFEE BREAKS.....	10
SECTION H - SUMMER HOURS	10
SECTION I - VARIATION OF WORKWEEK - WORKDAY	10
SECTION J - BIOMETRIC TIME CLOCK	12
SECTION K - SHIFT SWAPS, E-911 EMPLOYEES.....	12
ARTICLE IV - COMPENSATION	12
SECTION A - CLASSIFICATION AND COMPENSATION	12
1. Rules for Administering the Salary Plan	12
2. New Appointees	12
3. Temporary Full-Time Nursing Employment.....	13
4. Part-Time Employment (Excluding Seasonal and Nursing Personnel)	13
5. Part-Time Nursing Employment.....	13
6. Temporary Part-Time Nursing Employment.....	13
7. Per Diem Employment (Excluding Seasonal Personnel)	13
8. Temporary Assignment to a Higher Grade Position	14
9. Training Positions	14
10. Field Training Officer.....	14
SECTION B - PROMOTIONS AND VOLUNTARY DEMOTIONS	15
SECTION C - CLASSIFICATION AND RECLASSIFICATION OF POSITIONS	15
SECTION D - REALLOCATION	15
SECTION E - LAYOFFS AND RECALL.....	16
SECTION F - REINSTATEMENTS	16
SECTION G - ANNUAL INCREMENT	16
SECTION H - SENIORITY - JOB OPPORTUNITY - CAREER LADDER - EXAMS.....	17
1. Seniority.....	17
2. Job Opportunity	18
3. Career Ladder Committee	19
4. Payment of Fee for Competitive Examinations.....	19
5. Tuition Reimbursement	20
SECTION I - SALARY	21
SECTION J - LONGEVITY	21

SECTION K - 911 ANNUAL STIPENDS (CERTIFICATIONS)	22
SECTION L - OVERTIME - CALL-IN PAY	22
1. Overtime - Regular	22
2. Overtime - Holidays	23
3. Compensatory Time-Off	24
4. Compensatory Time-Off (911 Employees)	25
5. Call-In Pay	25
6. Overtime Payment	26
7. Weekend Overtime	27
8. Early Release	27
9. Training (911 Employees)	27
10. Force Policy	27
SECTION M - SHIFT AVAILABILITY	28
SECTION N - 911 NIGHT DIFFERENTIAL	29
SECTION O - MILEAGE REIMBURSEMENT	29
1. Employees Other Than Nurses	29
2. Nurses	29
SECTION P - TOOL ALLOWANCE	30
SECTION Q - MEAL COMPENSATION	30
SECTION R - STAND-BY PAY - CASEWORKERS AND NURSES	30
1. Stand-By Pay	30
2. Assignment of CPS After-Hours Duty	32
3. On-Call Environmental Health Staff	32
SECTION S - SALARY LAG	32
SECTION T - FINAL SALARY	32
SECTION U - DEFERRED COMPENSATION	32
SECTION V - DIRECT DEPOSIT	32
ARTICLE V - SAFETY AND HEALTH	33
SECTION A - RANDOM CONTROLLED SUBSTANCE AND ALCOHOL TESTING	33
SECTION B - MOTOR VEHICLE CONVICTIONS	33
SECTION C - EQUIPMENT AND CLOTHING	34
1. Highway, Facilities, Park and Environmental Health Employees	34
2.	35
3. Highway Employees - Sanitary Facilities	35
4. First Aid Kits and Cots	35
5. Safety Committee	35
6. Video Display Equipment	35
ARTICLE VI - HOLIDAYS WITH PAY	37
SECTION A - LIST OF DAYS	37
SECTION B - BOARD OF ELECTION EMPLOYEES	37
SECTION C - HOLIDAYS FALLING ON SATURDAY OR SUNDAY	37
SECTION D - NUMBER OF PAID HOLIDAYS	37
SECTION E - ADDITIONAL HOLIDAYS	38
ARTICLE VII - VACATION WITH PAY	38
SECTION A - SCHEDULE OF ALLOWANCE	38
SECTION B - ACCUMULATION	38
SECTION C - DEPARTMENT OF PUBLIC WORKS VACATION REQUEST (AS PER MOU DATED 2/19/10)	39
SECTION D - FORMULA FOR PAYMENT IN EVENT OF RETIREMENT	39
SECTION E - HOLIDAYS DURING VACATION	39
SECTION F - HOSPITALIZED DURING VACATION	39

SECTION G – MANNER OF PAYMENT IN EVENT OF RETIREMENT 40

ARTICLE VIII – LEAVES..... 40

SECTION A – ABSENCE FROM DUTY 40

SECTION B – BEREAVEMENT LEAVE..... 40

SECTION C – FAMILY ILLNESS LEAVE..... 41

SECTION D – PERSONAL LEAVE..... 41

SECTION E – SICK LEAVE 43

SECTION F – SICK LEAVE – 911 EMPLOYEES..... 44

SECTION G – WORKERS' COMPENSATION LEAVE..... 46

SECTION H – MATERNITY LEAVE 46

SECTION I – JURY AND COURT APPEARANCE LEAVE 47

SECTION J – QUARANTINE LEAVE 47

SECTION K – MILITARY LEAVE 47

SECTION L – LEAVE OF ABSENCE 47

SECTION M – PUTNAM COUNTY ABSENTEEISM CONTROL PROGRAM..... 48

ARTICLE IX – INSURANCE AND PENSIONS..... 48

SECTION A – INSURANCES 48

1. Health Insurance..... 48

2. Health Insurance Buyout for 911 Employees currently receiving the Buyout..... 50

3. Health Insurance for Retirees..... 51

4. Dental Insurance..... 51

5. Vision Plan..... 51

6. Insurance Carrier..... 51

7. Disability Insurance..... 52

8. Nurses Professional Liability Insurance..... 52

9. Flex Plan 52

SECTION B – PENSIONS 52

ARTICLE X – EMPLOYEE STATUS AND RIGHTS..... 53

SECTION A – IMPARTIALITY 53

SECTION B – PARKING 53

SECTION C – PERSONNEL MANUAL..... 53

SECTION D – ACCRUED LEAVE ACCOUNTS..... 53

SECTION E – LABOR-MANAGEMENT COMMITTEE 53

SECTION F – PERSONNEL FILE..... 54

SECTION G – PERFORMANCE EVALUATIONS 54

ARTICLE XI – UNION STATUS AND RIGHTS 55

SECTION A – REPRESENTATION RIGHTS 55

1. Visitation Rights..... 55

2. Union Activities 55

SECTION B – BULLETIN BOARDS 56

SECTION C – MEETING ROOM..... 56

SECTION D – COPY OF CIVIL SERVICE RULES AND REGULATIONS..... 56

SECTION E – CHANGES AND AMENDMENTS TO CIVIL SERVICE RULES AND APPENDICES. 56

ARTICLE XII – COUNTY STATUS AND RIGHTS..... 56

ARTICLE XIII – CONFORMITY WITH LAW..... 57

SECTION A – COMPATIBILITY WITH LAW 57

SECTION B – MANDATED PROVISIONS OF LAW..... 58

ARTICLE XIV – NURSING..... 58

ARTICLE XV – GRIEVANCE PROCEDURE AND ALTERNATE DISCIPLINARY PROCEDURE60

SECTION A – RIGHT OF REPRESENTATION..... 60

SECTION B – GRIEVANCE DEFINED 61

SECTION C – STAGES: 61

SECTION D – THE ARBITRATION PROCESS 62

Alternate Disciplinary Procedure 63

1. Eligibility 63
2. Applicability of Section 75 & 76 of the Civil Service Law 63
3. Employee Rights 63
4. Employer Imposed Discipline Procedure 64
5. Impartial Hearing Officer Procedure 65

ARTICLE XVI – FULLY BARGAINED AGREEMENT 68

SECTION A – FULLY BARGAINED AGREEMENT 68

SECTION B – NEGOTIATIONS 68

ARTICLE XVII – TERM OF AGREEMENT 69

SECTION A – DURATION 69

SECTION B – NEGOTIATIONS 69

SECTION C – JOB TITLES AND GRADES ARRANGED ALPHABETICALLY 69

SECTION D — TITLES EXCLUDED FROM CSEA BARGAINING UNIT 75

APPENDIX A

2024 CSEA AND EMS SALARIES 81

APPENDIX B

2025 CSEA AND EMS SALARIES 83

APPENDIX C

2026 CSEA AND EMS SALARIES 85

APPENDIX D

2027 CSEA AND EMS SALARIES 87

APPENDIX E

2028 CSEA AND EMS SALARIES 89

APPENDIX F

ROLLOVER MEMORANDUM OF AGREEMENT & SALARY SCHEDULE 91

APPENDIX G

PUTNAM COUNTY ALCOHOL AND DRUG POLICY 92

APPENDIX H

PUTNAM COUNTY DRUG FREE WORKPLACE POLICY & PROCEDURE FOR CDL DRIVERS 97

APPENDIX I

AFFIDAVIT OF DOMESTIC PARTNERSHIP REGISTRATION 102

APPENDIX J

PUTNAM COUNTY ABSENTEEISM CONTROL PROGRAM 103

APPENDIX K

PUTNAM COUNTY DISABILITY PLAN 106

APPENDIX L

SHERIFF'S DISPATCHER MEMORANDUM OF AGREEMENT 108

APPENDIX M

VEHICLE POLICY 114

APPENDIX N

REFERENCE 120

APPENDIX O

RETIREE HEALTH INSURANCE RESOLUTIONS 121

Appendix P

Updated Putnam County Alcohol And Drug Policy *133*

PREAMBLE

This Agreement made and entered into this ____ day of _____, 2025, 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. The workday for OSR is 8:00 a.m. to 4:00 p.m. except for Food Service Helper and Cook, which is 7:00 a.m. to 3:00 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 (forty (40) hour employees)
- County Clerk and Motor Vehicle
- Information Technology
- Finance
- Mental Health
- Office For Senior Resources – All Titles
- Probation (Officers, Assistants and Trainees)
- Social Services (Investigators)
- Parks (forty (40) hour employees)
- Youth Bureau – All Titles

Notes:

1. Employees assigned to Building Maintenance and 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 for all employees in departments 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, outside Highway Blue Collar employees and Food Service Helpers and Cooks at OSR, who will receive the higher pay effective immediately, upon commencement of the work in the higher grade position, 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 ten (10) 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.

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.**

10. Field Training Officer

A 911 employee who is assigned Field Training Officer duties shall be paid an additional \$1.50 per hour when performing such duties. An employee who is receiving out-of-title pay pursuant to Article IV, Section A.8 as a Supervisor or who is in a supervisory title as a regular assignment shall not be entitled to the additional Field Training Officer stipend herein.

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.

3. An employee may not remain on the payroll by using accruals (vacation, personal leave and compensatory time) to extend the effective date of resignation. The employee must be physically at work on the last day of employment. This paragraph shall not apply to retirements.
4. An employee's effective date of resignation cannot be on a holiday. In order to be paid for the holiday, the employee must work the day after the holiday. This paragraph shall not apply to retirements.

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 Department of Public Works (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 Department of Public Works 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 filing 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 and retroactive to January 1, 2024, each step on the salary schedule shall be increased by \$1,850 or 2.75%, whichever is higher.

Effective and retroactive to January 1, 2025, each step on the salary schedule shall be increased by 2.75%.

Effective January 1, 2026, each step on the salary schedule shall be increased by 2.75%.

Effective January 1, 2027, each step on the salary schedule shall be increased by 2.75%.

Effective January 1, 2028, each step on the salary schedule shall be increased by 3.00%.

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 ($1\frac{1}{2}$) 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 ($1\frac{1}{2}$) 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 ($\frac{1}{2}$) 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.
- g. An employee's work schedule shall not be modified for the sole purpose of avoiding payment of overtime.

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 ($1\frac{1}{2}$) 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 ($2\frac{1}{2}$) 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 (12 effective 2025) 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, Juneteenth (effective 2025), 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 eighty (80) hours compensatory time effective January 1, 2025.

Effective upon ratification by the County Legislature (March 5, 2025), for all other employees, except blue collar and 911, the maximum amount of compensatory time that may be carried shall be one hundred seventy-five (175) hours. Employees currently in excess of one hundred seventy-five (175) hours may use the excess in 2025. Any hours remaining that are in excess of one hundred seventy-five (175) on December 31, 2025 shall be paid in January 2026 at the 2024 rate.

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.

3. When an employee is reassigned from their normal work location after reporting to work and a County vehicle is not available, the employee shall be compensated at the IRS rate for traveling to and from the alternate work site.

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 annually. All tools purchased with County funds must remain the property of the County of Putnam. In the first year of employment, an eligible titled employee shall receive a prorated tool allowance. The employee shall be eligible for the full allowance on the January 1 following hire for the next year in accordance with this current contract section.

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 Caseworkers, CPS Supervisor, Nurses and Public Health Sanitarians 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.

All employees subject to the provisions of this article required to standby during evenings, weekend or holiday hours shall be compensated on the following basis for such standby:

Effective 1/1/2024

- | | | |
|----|---|---------|
| 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 |

Effective January 1, 2025, the 2024 rates will increase by \$25.00 as follows:

- | | | |
|----|---|---------|
| a. | <u>Weeknights – Monday through Thursday</u> | |
| | 5:00 p.m. – 9:00 a.m. | \$50.00 |
| b. | <u>Weeknights – Friday</u> | |
| | 5:00 p.m. – 9:00 a.m. | \$55.00 |
| c. | <u>Weekends – Saturday and Sunday</u> | |
| | 9:00 a.m. – 5:00 p.m. | \$50.00 |
| | 5:00 p.m. – 9:00 a.m. | \$55.00 |
| d. | <u>Holidays</u> | |
| | 9:00 a.m. – 5:00 p.m. | \$50.00 |
| | 5:00 p.m. – 9:00 a.m. | \$55.00 |

Effective January 1, 2027, the 2025 rates will increase by an additional \$25.00 as

follows:

- | | | |
|----|---|---------|
| a. | <u>Weeknights – Monday through Thursday</u> | |
| | 5:00 p.m. – 9:00 a.m. | \$75.00 |
| b. | <u>Weeknights – Friday</u> | |
| | 5:00 p.m. – 9:00 a.m. | \$80.00 |
| c. | <u>Weekends – Saturday and Sunday</u> | |
| | 9:00 a.m. – 5:00 p.m. | \$75.00 |
| | 5:00 p.m. – 9:00 a.m. | \$80.00 |

d. Holidays

9:00 a.m. – 5:00 p.m. \$75.00

5:00 p.m. – 9:00 a.m. \$80.00

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.

All employees shall receive their W-2 and 1095-c forms electronically.

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 "G").

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 H). **This Section shall not apply to 911 employees.**

Section B – Motor Vehicle Convictions or Summonses

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.

Additionally, effective upon ratification and forward, 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 serious moving motor vehicle summonses, whether due to driving on or off duty. For the purposes of this provision, a serious moving motor vehicle summons shall be

defined as a violation which would assess five or more points if convicted. The current summonses that would need to be reported are: Speeding in excess of 21 mph over the limit; Reckless Driving; Failing to Stop for a School Bus; Improper Cell Phone Use; Use of a Portable Electronic Device "Texting"; and Railroad Crossing Violation. The violations listed above shall be modified to be consistent with any amendments to Vehicle and Traffic Law regarding those violations in excess of five (5) or more points.

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 (effective January 1, 2025 increased to \$85.00 and effective January 1, 2027 increased to \$100.00) 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 (effective January 1, 2025 increased to \$170.00 and effective January 1, 2027 increased to \$200.00) 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.

(g) The County shall provide a cell phone to employees in Buildings and Grounds titles who are required to carry one by the County,

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 (effective January 1, 2025 increased to \$125.00) 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 |
| Juneteenth effective 2025 | Labor Day |
| Independence 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 thirteen (13) paid holidays effective 2025. **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 – Department of Public Works Vacation Request (As per MOU dated 2/19/10)

The County Department of Public Works 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.

<u>No. of Months Worked</u>	X	No. of Days to Be Earned
12 months		in current year

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 not chargeable to sick leave accruals, one of which shall be the day of death, or day of funeral. 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.
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 "I."

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 "I."
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. Personal leave shall be prorated during the last year of employment. Used but unearned personal leave shall be deducted from the employee's compensatory time or vacation accruals upon separation. If there are insufficient accruals, the used and unearned personal leave shall be deducted from the employee's last paycheck.

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. 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	\$1,500/year
3 days	\$750/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 (\$750) 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 (\$375) 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 J, 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 (including domestic partners by executing all necessary forms and in compliance with carrier requirements) 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 in accordance with the provisions of this agreement, County legislative resolutions, and eligible per NYSHIP Rules and Regulations, which includes being enrolled with health insurance coverage at the time of retirement, 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.

Employees shall be entitled to retiree health insurance pursuant to all applicable County Resolutions in effect on January 1, 2024, per the attached Appendix O.

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 K) 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. The County Personnel Manual shall be made available to all employees through the County website.

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 with a rotating list of agreed upon arbitrators.

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) Jeffrey Selchick; (b) Jay Siegel; (c) Richard Curreri; and (d) Monte Klein. 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, 2024 through and including December 31, 2028, 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, 2028, 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

7/9/25

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	
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	

7/9/25

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)
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	

7/9/25

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

7/9/25

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	
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	

7/9/25

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	
Transportation Coordinator	14	
Tree Maintenance Equipment Operator II*	15	

7/9/25

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

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

7/9/25

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

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

7/9/25

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 Department of Public Works
Confidential Secretary
Deputy Commissioner of Department of Public Works
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
Fiscal Manager
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

7/9/25

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
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

7/9/25

Deputy Youth Director Youth Director

In any department where the title exists


Federal Aid Coordinator

7/9/25

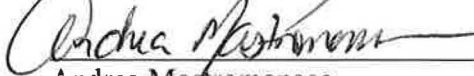
DATED: 8/4/25


CIVIL SERVICE EMPLOYEES
ASSOCIATION, INC.

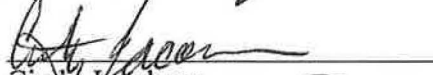

Linda Amicucci, Unit President



Howard Baul, CSEA, LRS

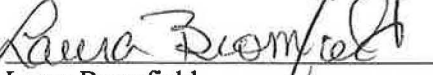

Neil Heard, CSEA, LRS


Andrea Mastromonaco



Ryan Bay


Cindy Jacobsen



Lesliann Piraino


Laura Bromfield

COUNTY OF PUTNAM


Kevin Byrne, County Executive


James Burpoe, Deputy County Executive


Paul Eldridge, Personnel Officer

APPENDIX A

2024 CSEA Salaries - 1850.00 or 2.75%

		Step	Step	Step	Step
	increment	1	2	3	4
1	1288	31888	35158	36410	37952
2	1416	34779	38375	39751	41451
3	1610	39057	42986	44553	46509
4	1718	41601	45970	47645	49709
5	1803	42940	47500	49254	51402
6	1901	44306	49046	50896	53140
7	1986	45800	50738	52672	54996
8	2084	47367	52500	54526	56947
9	2189	48974	54326	56453	58978
10	2311	50677	56252	58502	61141
11	2418	52426	58258	60606	63350
12	2540	54332	60388	62860	65721
13	2667	56314	62643	65239	68230
14	2823	58799	65461	68210	71414
15	3002	61445	68448	71431	74832
16	3182	64193	71641	74824	78406
17	3361	67179	75107	78466	82228
18	3566	70335	78754	82319	86290
19	3774	73742	82603	86377	90555
20	3994	77362	86698	90693	95094
21	4237	81204	91056	95292	99934
22	4485	85280	95649	100136	105022
23	4766	89567	100522	105290	110459
24	5048	94853	106457	111506	116958
25	5410	100555	112914	118324	124138
26	5772	106639	119778	125550	131726
27	6188	113182	127207	133392	139985

Emergency Services Dispatchers

2024 CSEA Salaries - \$1850.00					
Grade	Step	Step	Step	Step	Step
	1	2	3	4	5
30	51,136	55,780	61,816	65,829	70,473
36	56,004	60,649	66,608	70,610	75,244
37	58,091	62,734	68,720	72,724	77,357

2024 CSEA Salaries - 2.75%					
Grade	Step	Step	Step	Step	Step
	1	2	3	4	5
30	50,641	55,413	61,615	65,738	70,510
36	55,643	60,416	66,539	70,651	75,412
37	57,788	62,558	68,709	72,823	77,583

APPENDIX B

2025 CSEA Salaries - 2.75%

		Step	Step	Step	Step
	increment	1	2	3	4
1	1323	32765	36125	37411	38996
2	1455	35735	39430	40844	42591
3	1654	40131	44168	45778	47788
4	1765	42745	47234	48955	51076
5	1853	44121	48806	50608	52816
6	1953	45524	50395	52296	54601
7	2041	47060	52133	54120	56508
8	2141	48670	53944	56025	58513
9	2249	50321	55820	58005	60600
10	2375	52071	57799	60111	62822
11	2484	53868	59860	62273	65092
12	2610	55826	62049	64589	67528
13	2740	57863	64366	67033	70106
14	2901	60416	67261	70086	73378
15	3085	63135	70330	73395	76890
16	3270	65958	73611	76882	80562
17	3453	69026	77172	80624	84489
18	3664	72269	80920	84583	88663
19	3878	75770	84875	88752	93045
20	4104	79489	89082	93187	97709
21	4354	83437	93560	97913	102682
22	4608	87625	98279	102890	107910
23	4897	92030	103286	108185	113497
24	5187	97461	109385	114572	120174
25	5559	103320	116019	121578	127552
26	5931	109572	123072	129003	135348
27	6358	116295	130705	137060	143835

Emergency Services Dispatchers

2025 CSEA Salaries - 2.75%					
Grade	Step	Step	Step	Step	Step
	1	2	3	4	5
30	52,542	57,314	63,516	67,639	72,449
36	57,544	62,317	68,440	72,594	77,486
37	59,689	64,459	70,610	74,826	79,717

APPENDIX C

2026 CSEA Salaries - 2.75%

		Step	Step	Step	Step
	increment	1	2	3	4
1	1359	33666	37118	38440	40068
2	1495	36718	40514	41967	43762
3	1699	41235	45383	47037	49102
4	1814	43920	48533	50301	52481
5	1904	45334	50148	52000	54268
6	2007	46776	51781	53734	56103
7	2097	48354	53567	55608	58062
8	2200	50008	55427	57566	60122
9	2311	51705	57355	59600	62267
10	2440	53503	59388	61764	64550
11	2552	55349	61506	63986	66882
12	2682	57361	63755	66365	69385
13	2815	59454	66136	68876	72034
14	2981	62077	69111	72013	75396
15	3170	64871	72264	75413	79004
16	3360	67772	75635	78996	82777
17	3548	70924	79294	82841	86812
18	3765	74256	83145	86909	91101
19	3985	77854	87209	91193	95604
20	4217	81675	91532	95750	100396
21	4474	85732	96133	100606	105506
22	4735	90035	100982	105719	110878
23	5032	94561	106126	111160	116618
24	5330	100141	112393	117723	123479
25	5712	106161	119210	124921	131060
26	6094	112585	126456	132551	139070
27	6533	119493	134299	140829	147790

Emergency Services Dispatchers

2026 CSEA Salaries - 2.75%					
Grade	Step	Step	Step	Step	Step
	1	2	3	4	5
30	53,987	58,890	65,263	69,499	74,441
36	59,126	64,031	70,322	74,590	79,617
37	61,330	66,232	72,552	76,884	81,909

APPENDIX D

2027 CSEA Salaries - 2.75%

		Step	Step	Step	Step
	increment	1	2	3	4
1	1396	34592	38139	39497	41170
2	1536	37728	41628	43121	44965
3	1746	42369	46631	48331	50452
4	1864	45128	49868	51684	53924
5	1956	46581	51527	53430	55760
6	2062	48062	53205	55212	57646
7	2155	49684	55040	57137	59659
8	2261	51383	56951	59149	61775
9	2375	53127	58932	61239	63979
10	2507	54974	61021	63463	66325
11	2622	56871	63197	65746	68721
12	2756	58938	65508	68190	71293
13	2892	61089	67955	70770	74015
14	3063	63784	71012	73993	77469
15	3257	66655	74251	77487	81177
16	3452	69636	77715	81168	85053
17	3646	72874	81475	85119	89199
18	3869	76298	85431	89299	93606
19	4095	79995	89607	93701	98233
20	4333	83921	94049	98383	103157
21	4597	88090	98777	103373	108407
22	4865	92511	103759	108626	113927
23	5170	97161	109044	114217	119825
24	5477	102895	115484	120960	126875
25	5869	109080	122488	128356	134664
26	6262	115681	129934	136196	142894
27	6713	122779	137992	144702	151854

Emergency Services Dispatchers

2027 CSEA Salaries - 2.75%					
Grade	Step	Step	Step	Step	Step
	1	2	3	4	5
30	55472	60509	67058	71410	76488
36	60752	65792	72256	76641	81806
37	63017	68053	74547	78998	84161

APPENDIX E

2028 CSEA Salaries - 3.00%

		Step	Step	Step	Step
	increment	1	2	3	4
1	1438	35630	39283	40682	42405
2	1582	38860	42877	44415	46314
3	1798	43640	48030	49781	51966
4	1920	46482	51364	53235	55542
5	2015	47978	53073	55033	57433
6	2124	49504	54801	56868	59375
7	2220	51175	56691	58851	61449
8	2329	52924	58660	60923	63628
9	2446	54721	60700	63076	65898
10	2582	56623	62852	65367	68315
11	2701	58577	65093	67718	70783
12	2839	60706	67473	70236	73432
13	2979	62922	69994	72893	76235
14	3155	65698	73142	76213	79793
15	3355	68655	76479	79812	83612
16	3556	71725	80046	83603	87605
17	3755	75060	83919	87673	91875
18	3985	78587	87994	91978	96414
19	4218	82395	92295	96512	101180
20	4463	86439	96870	101334	106252
21	4735	90733	101740	106474	111659
22	5011	95286	106872	111885	117345
23	5325	100076	112315	117644	123420
24	5641	105982	118949	124589	130681
25	6045	112352	126163	132207	138704
26	6450	119151	133832	140282	147181
27	6914	126462	142132	149043	156410

Emergency Services Dispatchers

2028 CSEA Salaries - 3.00%					
Grade	Step	Step	Step	Step	Step
	1	2	3	4	5
30	57136	62324	69070	73552	78783
36	62575	67766	74424	78940	84260
37	64908	70095	76783	81368	86686

APPENDIX F

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: Jordin [Signature]

By: Sinda Amicucci

By: April L. Lathrop

Dated: July 28, 2022

Dated: July 29, 2022

Old policy: See Appendix P for Updated policy
APPENDIX G 8/2025

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 H
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 I



MICHAEL C. BARTOLOTTI
County Clerk

PUTNAM COUNTY CLERK'S OFFICE
County Office Building
40 Gleneida Avenue
Carmel, New York 10512
Tel. (845) 808-1142
Fax (845) 228-0231

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 I

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.

7/9/25

- (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 K

**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.

7/9/25

- 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 L

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 longevitys 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	57539	61815	66302
36	52829	56811	61796	65615	70912
37	54939	58825	63811	67632	72984

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 ABCME, AFL-CIO,
PUTNAM COUNTY UNIT #8150, PUTNAM
COUNTY LOCAL 840

By: Maryellen All
By: Paul Edrige
By: J. B. M.

By: [Signature]
By: [Signature]
By: [Signature]

Dated: MARCH, 2022

Dated: February 22, 2022

APPENDIX M

*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 Alcosensor/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 Alcosensor 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 N
REFERENCE

CSEA Local 840 Office	(914) 204-4797
CSEA Southern Region III	(845) 831-1000
www.cseany.org/r3/	
CSEA Statewide Headquarters	(800) 342-4146 or (518) 257-1000
AFSCME	(202) 429-1000
www.afscme.org	
Buyers Edge Discount Buying Program	(800) 342-4146 ext. 1359
www.buyersedgeinc.com/csea	(user name-1811, password-member)
CSEA Employee Benefit Fund (Vision and Dental Benefits)	(800) 323-2732 or (518) 782-1500
www.cseaebf.org	
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)	(888) 868-3539
www.flex125.com	
NYS Retirement System	(866) 805-0990 or (518) 474-7736
www.osc.state.ny.us/retire	
Deferred Compensation	(800) 422-8463
www.nysdcp.com	
EAP (Employee Assistance Program)	(914) 995-6070
Putnam County Executive's Office	(845) 808-1001
www.putnamcountyny.com	
County Personnel Office	(845) 808-1650, ext. 46104
County Risk Managers Office	(845) 808-1150, ext. 49412
Workers' Compensation Questions (POMCO)	(914) 347-7960, ext. 4168
www.POMCOGroup.com	
County Payroll	(845) 808-1075, ext. 49253
Hudson Valley Federal Credit Union	(845) 463-3011
www.hvfcu.org	

APPENDIX O

PUTNAM COUNTY LEGISLATURE

Resolution #135

Introduced by Legislator: Regina Morini on behalf of the members of the Personnel Committee at the Regular Meeting held on July 5, 2006.

Seconded by Legislator: Sam Oliverio, Jr.

page 1

APPROVAL/AMEND RESOLUTIONS #238 AND #239 OF 2004/SURVIVING SPOUSE/HEALTH INSURANCE COST

WHEREAS, by Resolution #238 and #239 of 2004 the Putnam County Legislature codified and established County Policy on employee health insurance benefits including those of a surviving spouse; and

WHEREAS, Resolution #238 of 2004 applies to employees hired before January 1, 2005 and

WHEREAS, Resolution #239 of 2004 applies to employees hired on January 1, 2005 and thereafter; and

WHEREAS, there is a need to further clarify the premiums to be charged to the surviving spouse of a retiree; now therefore be it

RESOLVED, that the Putnam County Legislature hereby adopts the following policy in the amount to be charged to the surviving spouse of a retiree:

1. The surviving spouse of a retiree who became eligible for health insurance coverage by the County prior to January 1, 2005, shall pay and continue to pay annually, approximately one-half of the cost of the health insurance coverage of the retiree, based on the cost of such policy at the time of the retiree's death, but in no case shall it be less than \$64.64 per month.

Vote:

State Of New York

ss:

County of Putnam

I hereby certify that the above is a true and exact copy of a resolution passed by the Putnam County Legislature while in session on July 5, 2006.

Dated: July 7, 2006

Signed: _____

M. Chris Marrone
Clerk Of The Legislature Of Putnam County

PUTNAM COUNTY LEGISLATURE

Resolution #135

Introduced by Legislator: Regina Morini on behalf of the members of the Personnel Committee at the Regular Meeting held on July 5, 2006.

Seconded by Legislator: Sam Oliverio, Jr.

page 2

2. The attached schedule listing twenty-five (25) surviving spouses who became eligible for such health insurance coverage prior to January 1, 2005, identifies the fixed cost per month of such health insurance to each and is made part of this record.

3. The surviving spouse of a retiree who became eligible for health insurance coverage by the County on or after January 1, 2005, shall continue to be covered under the retiree's contribution requirement during the month of death of the retiree and for three months thereafter. The surviving spouse may then elect to continue the health insurance coverage by paying one-half of the cost of the health insurance coverage for the remainder of that calendar year.

4. For the surviving spouse of a retiree who became eligible on or after January 1, 2005, every year the rate paid by the surviving spouse shall be adjustable. Once the County has been notified by the health insurance provider of the cost of the health insurance premium for the upcoming calendar year, whether it be an increase or decrease in the cost of the policy from the previous year, the surviving spouse may continue such coverage by paying one-half of the annual premium being charged to Putnam County for that calendar year.

BY POLL VOTE: ALL AYES. LEGISLATOR SEMO WAS ABSENT.

Vote:
State Of New York

ss:

County of Putnam



I hereby certify that the above is a true and exact copy of a resolution passed by the Putnam County Legislature while in session on July 5, 2006.

Dated: July 7, 2006

Signed: M. Chris Marrone

M. Chris Marrone
Clerk Of The Legislature Of Putnam County

PUTNAM COUNTY LEGISLATURE

Resolution #227

Introduced by Legislator: Carl L. Albano on behalf of the County Executive at a Special Meeting held on October 28, 2015.

Amended by Legislator: Ginny Nacerino.

Seconded by Legislator: Carl L. Albano.

Further Amended by Legislator: Joseph Castellano.

Seconded by Legislator: Barbara Scuccimarra.

page 1

**RESOLUTION AMENDING COUNTY POLICY ON NON-PuMA MANAGEMENT/
CONFIDENTIAL ACTIVE EMPLOYEE AND CURRENT RETIREE HEALTH INSURANCE
BENEFITS**

WHEREAS, the Putnam County Legislature has previously considered the issues surrounding the costs of health insurance and has considered a comprehensive health insurance contribution structure; and

WHEREAS, the County Legislature recognizes that the high cost of health insurance offered to both Retirees and Non-PuMA Management/Confidential Employees has added a significant burden to the operating budget of the County in recent years; and

WHEREAS, the County Legislature has previously adopted several Resolutions in which it outlined various plans for providing health insurance to both Retirees and non-PuMA Management/Confidential Employees; and

WHEREAS, the Legislature previously based its policies relative to Retiree health insurance contributions on years of service, but now determines that contribution percentages based upon the amount of a Retiree's pension benefit would be more equitable; and

WHEREAS, the Putnam County Legislature further adopted Resolution #135 of 2006, which clarified the premiums to be charged to a surviving spouse of a Retiree, and the Legislature does not wish to amend such structure at this time; and

WHEREAS, the Legislature feels that it would be prudent to adopt a Resolution containing the entire policy relative to Retiree and Non-PuMA Management/Confidential Employee health insurance contributions.

**NOW THEREFORE, THE COUNTY LEGISLATURE OF THE
COUNTY OF PUTNAM, NEW YORK, HEREBY RESOLVES AS FOLLOWS:**

A. Legislative Findings and Intent:

The County of Putnam previously established a program of post-retirement health insurance benefits for certain employees by subsidizing a portion of the cost

Vote:

State Of New York

ss:

County of Putnam

I hereby certify that the above is a true and exact copy of a resolution passed by the Putnam County Legislature while in session on October 28, 2015.

Dated: November 2, 2015

Signed: _____

**Diane Schonfeld
Clerk Of The Legislature Of Putnam County**

PUTNAM COUNTY LEGISLATURE

Resolution #227

Introduced by Legislator: Carl L. Albano on behalf of the County Executive at a Special Meeting held on October 28, 2015.

Amended by Legislator: Ginny Nacerino.

Seconded by Legislator: Carl L. Albano.

Further Amended by Legislator: Joseph Castellano.

Seconded by Legislator: Barbara Scuccimarra.

page 2

of health insurance premiums for certain classes of Retirees. In addition, some Retirees receive Medicare Part B reimbursement which results in a net profit to some Retirees.

This Legislature hereby finds and determines that the costs of such County-subsidized benefits have steadily increased over the past ten years, in some cases by double digit percentages.

Additionally, the rising costs of State and Federal mandates coupled with the cost of pension benefits and existing employee and Retiree health insurance benefits can no longer be sustained, especially in light of the State imposed tax cap.

The Legislature hereby finds and determines that it is now necessary to establish a uniform policy with respect to post-retirement health insurance benefits for those persons who have previously retired from County service, as well as for those currently employed by the County of Putnam, as well as for contributions from existing employees toward the cost of providing health insurance.

B. Definitions:

"Allowable Service Time": That amount of time an employee has been employed by the State of New York or any of its political subdivisions (excluding the County) or school districts, or that amount of time such employee has accrued as a full-time active member of the United States Armed Forces, or any combination thereof.

"County Service Time": That amount of time an Employee has been employed by the government of Putnam County, New York.

"Eligible Employee": Any person who has accrued at least twenty-five (25) years of County Service Time OR at least twelve (12) years of Allowable Service Time PLUS at least thirteen (13) years of County Service Time OR who meets the requirements of Sections (D)(2) (a), (b), (c), or (d) of this Resolution.

"Initially Hired": That point in time when a person first entered into the employ of the County of Putnam.

"Post-Retirement Health Insurance Benefit": That percentage of health insurance premium which the County shall subsidize, as the Legislature shall from

Vote:

State Of New York

ss:

County of Putnam

I hereby certify that the above is a true and exact copy of a resolution passed by the Putnam County Legislature while in session on October 28, 2015.

Dated: November 2, 2015

Signed: _____

Diane Schonfeld
Clerk Of The Legislature Of Putnam County

PUTNAM COUNTY LEGISLATURE

Resolution #227

Introduced by Legislator: Carl L. Albano on behalf of the County Executive at a Special Meeting held on October 28, 2015.

Amended by Legislator: Ginny Nacerino.

Seconded by Legislator: Carl L. Albano.

Further Amended by Legislator: Joseph Castellano.

Seconded by Legislator: Barbara Scuccimarra.

page 3

time to time determine by resolution, for the post-retirement health insurance of an Eligible Employee.

"Retiree": Any Individual who has retired from County of Putnam service, and who receives health insurance benefits through the County of Putnam as of the effective date of this Resolution, except as provided for in Section (D)(1)(d) below.

"Surviving Spouse of a Retiree": Any individual who was covered for health insurance benefits as a dependent of a Retiree who is now deceased.

C. Management Health Insurance

1. Employees Hired Prior to April 11, 2006.

a. Any employee of the County classified in the Management/Confidential category and employed by the County as of midnight on April 10, 2006, and who elected to participate in the County employee health insurance program shall pay a portion of the premium cost of such health insurance coverage pursuant to the following schedule:

<u>Years of County Employment by Employee</u>	<u>Amount of Premium Payable</u>
9 +	10%
5-8	15%
0-4	25%

b. Any person hired as a Management/Confidential employee by the County effective April 11, 2006, and who elects to participate in the County employee health insurance program shall pay 25% of the premium cost; which sum shall not be diminished during such employee's term of employment, except as provided for in the following section.

b. Any employee hired after the effective date of this Resolution shall work a minimum of thirty (30) hours per week on an annual basis to be eligible for the County employee health insurance program.

c. Employees promoted from non-Management-Confidential classification to Management-Confidential classification subsequent to the effective date of this Resolution, who elect to participate in the County employee health insurance

Vote:

State Of New York

ss:

County of Putnam

I hereby certify that the above is a true and exact copy of a resolution passed by the Putnam County Legislature while in session on October 28, 2015.

Dated: November 2, 2015

Signed: _____

Diane Schonfeld
Clerk Of The Legislature Of Putnam County

PUTNAM COUNTY LEGISLATURE

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Seconded by Legislator: Carl L. Albano.

Further Amended by Legislator: Joseph Castellano.

Seconded by Legislator: Barbara Scuccimarra.

page 4

program and who work a minimum of thirty (30) hours per week on an annual basis, shall pay a portion of the premium cost of such health insurance coverage pursuant to the schedule outlined in subsection (a) above, based upon their years of service.

D. Retiree Health Insurance Benefits

1. General Policy.

a. All current Retirees shall be provided a retirement health insurance benefit in accordance with the following contribution schedule:

<u>Annual Amount of Pension Benefit</u>	<u>Amount of Premium</u>
<u>Payable by Retiree</u>	
\$65,000 & higher	30%
\$40,000 - \$64,999	25%
\$30,000 - \$39,999	18%
\$20,000 - \$29,999	13%
\$10,000 - \$19,999	10%
\$-0 - \$9,999	8%

2. Specific Provisions and Exceptions.

a. Any individual hired prior to April 1, 1975 shall be entitled to health insurance benefits upon retirement in accordance with this Resolution so long as he or she was an Employee of the County of Putnam at the time of retirement and had a minimum of five (5) years of Allowable Service and/or County Service Time¹.

b. Any individual hired after April 1, 1975 but before January 1, 1982 shall be entitled to health insurance benefits upon retirement in accordance with this Resolution so long as he or she was an Employee of the County of Putnam at the time of retirement and had a minimum of ten (10) years of and/or County Service Time Allowable Service².

c. Any individual hired after January 1, 1982 but before January 1, 2005 shall be entitled to health insurance benefits upon retirement in accordance with this

¹ As per Resolution#238 of 2004.

² As per Resolution#238 of 2004.

Vote:

State Of New York

ss:

County of Putnam

I hereby certify that the above is a true and exact copy of a resolution passed by the Putnam County Legislature while in session on October 28, 2015.

Dated: November 2, 2015

Signed: _____

Diane Schonfeld
Clerk Of The Legislature Of Putnam County

PUTNAM COUNTY LEGISLATURE

Resolution #227

Introduced by Legislator: Carl L. Albano on behalf of the County Executive at a Special Meeting held on October 28, 2015.

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Further Amended by Legislator: Joseph Castellano.

Seconded by Legislator: Barbara Scuccimarra.

page 5

Resolution so long as he or she was an Employee of the County of Putnam at the time of retirement and had a minimum of fifteen (15) years of Allowable Service and/or County Service Time³.

d. Any individual hired on January 1, 2005 or thereafter shall be entitled to health insurance benefits upon retirement in accordance with this Resolution so long as he or she was an Employee of the County of Putnam at the time of retirement and had a minimum of twenty-five (25) years of Allowable Service and/or County Service Time.⁴

e. Any Post-Retirement Health Insurance Benefits granted herein shall not be construed to be an entitlement. Such benefits may be altered or eliminated as the Legislature may from time to time determine by resolution, and may include differential rates based on the date of hire, age at date of retirement and/or length of service.

f. With respect to any persons having already retired from County employment, post-Retirement Health Insurance Benefits cannot be the subject of collective bargaining between the County and any collective bargaining unit, as said Retirees are not be represented by said bargaining units.

g. Dual Family Coverage shall not be permissible under this Policy. Proof that not secondary or additional coverage is applicable may be sought by the County and shall be required to be provided by any Retiree or Retiree Surviving Spouse.

h. The provisions of this Section shall be applicable to any Retiree, with the exception of a Retiree who had been a member of the Putnam County PBA as an Active Employee for the period covered by the Award referenced below and thereafter. The Post-Retirement Health Insurance Benefits for such Retirees shall continue to be governed by the "Final and Binding Opinion and Award of the Tripartite Arbitration Panel" of the New York State Public Employment Relations Board, dated February 15, 2007, or applicable Collective Bargaining Agreement between the County of Putnam and the Putnam County PBA.

³ As per Resolution#238 of 2004.

⁴ As per Resolution#239 of 2004.

Vote:

State Of New York

ss:

County of Putnam

I hereby certify that the above is a true and exact copy of a resolution passed by the Putnam County Legislature while in session on October 28, 2015.

Dated: November 2, 2015

Signed: _____

Diane Schonfeld
Clerk Of The Legislature Of Putnam County

PUTNAM COUNTY LEGISLATURE

Resolution #227

Introduced by Legislator: Carl L. Albano on behalf of the County Executive at a Special Meeting held on October 28, 2015.

Amended by Legislator: Ginny Nacerino.

Seconded by Legislator: Carl L. Albano.

Further Amended by Legislator: Joseph Castellano.

Seconded by Legislator: Barbara Scuccimarra.

page 6

i. The provisions of this Section shall also not apply to anyone who has been or will be appointed by the Sheriff of Putnam County to the title of Lieutenant or Captain of the following Law Enforcement Divisions:

- (1) Civil Division;
- (2) Road Patrol Division;
- (3) Communications Division; and
- (4) Bureau of Criminal Investigation Division.

E. Retiree Requirements:

1. General Provisions:

a. Any Employee who files for retirement subsequent to the adoption of this Resolution and who is otherwise eligible for health insurance benefits in retirement shall provide the County of Putnam with a copy of the letter from the New York State and Local Retirement System which outlines the completed calculations and the final retirement allowance for said newly retired Employee within ten (10) business days of receipt of said letter.

b. All Retirees shall be required to provide the Putnam County Commissioner of Finance with a W-2, 1099 or other proof of income Form by no later than March 1st of each year, so that said Retiree's exact contribution can be calculated.

c. Failure to comply with the provisions of this Section shall result in a calculation of the Retiree's Health Insurance costs at the maximum contribution rate of thirty percent (30%).

F. Retiree Surviving Spouse:

1. General Provisions:

a. Ten (10) separate Surviving Spouses of Retirees who became eligible for health insurance coverage prior to January 1, 2005 shall continue to receive

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State Of New York

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County of Putnam

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Seconded by Legislator: Barbara Scuccimarra.

page 7

coverage at the fixed cost per month as outlined in a Schedule maintained by the Commissioner of Finance⁵.

b. The surviving spouse of a Retiree who became eligible for health insurance coverage by the County on or after January 1, 2005, shall continue to be covered under the Retiree's contribution requirement during the month of death of the Retiree and for three (3) months thereafter. The Retiree Surviving Spouse may then elect to continue the health insurance coverage by paying one-half (50%) of the actual cost of the health insurance coverage for the remainder of that calendar year.

c. For the Retiree Surviving Spouse of a Retiree who became eligible for health insurance benefits on or after January 1, 2005, every year the rate paid by the Retiree Surviving Spouse shall be adjustable. Once the County has been notified by the health insurance provider of the cost of the health insurance premium for the upcoming calendar year, whether it be an increase or decrease in the cost of the policy from the previous year, the Retiree Surviving Spouse may continue such coverage by paying one-half (50%) of the premium being charged to Putnam County for that calendar year.

G. Severability:

In the event that any provision of this Resolution shall be deemed illegal, invalid or unenforceable by a court of competent jurisdiction or agency of the State of New York, such holding shall not render the remaining provisions of this Resolution invalid or otherwise unenforceable.

H. Affordable Care Act implications:

In the event that any provision of this Resolution shall be deemed to be in violation of the Affordable Care Act by a court of competent jurisdiction or agency of the State of New York or the Federal government, such holding shall not render the remaining provisions of this Resolution invalid or otherwise unenforceable.

I. Exclusive Subject Matter:

⁵ As per resolution#135 of 2006.

Vote:

State Of New York

ss:

County of Putnam

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PUTNAM COUNTY LEGISLATURE

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Seconded by Legislator: Barbara Scuccimarra.

page 8

Notwithstanding any prior rule, regulation, resolution or procedure heretofore adopted or promulgated by the Legislature or any unit of the County government, if there exists at any time any inconsistencies between this Resolution and any such prior rule, regulation or procedure, this resolution shall be deemed to supersede any such prior rule, regulation, resolution or procedure with respect to the matters described herein. Post-Retirement Health Insurance Benefits offered herein shall be independent of, and not necessarily related to, any retirement benefits or years of service requirements expressed in the rules and regulations of the New York State and Local Employees' Retirement System or the New York State and local Police and Fire Retirement System.

J. Personnel Department Distribution:

The Director of Personnel is hereby authorized and directed to distribute a copy of this Resolution to all current County employees, Retirees and all persons entering the employment of the County of Putnam subsequent to the adoption hereof.

K. Effective Date:

This resolution shall take effect April 1, 2016.

BY ROLL CALL VOTE: FIVE AYES. FOUR NAYS – LEGISLATORS ADDONIZIO, GROSS, LOBUE & WRIGHT. MOTION CARRIES.



Vote:

State Of New York

ss:

County of Putnam

I hereby certify that the above is a true and exact copy of a resolution passed by the Putnam County Legislature while in session on October 28, 2015.

Dated: November 2, 2015

Signed: Diane Schonfeld

Diane Schonfeld
Clerk Of The Legislature Of Putnam County

PUTNAM COUNTY LEGISLATURE

Resolution #304

Introduced by Legislator: Joseph Castellano on behalf of the Personnel Committee at the Year End Meeting held on December 18, 2019.

page 1

APPROVAL/ AMENDING COUNTY POLICY FOR NON-PBA RETIREE HEALTH INSURANCE BENEFIT'S CONTRIBUTION SCHEDULE

WHEREAS, the Putnam County Legislature had previously established a Non-PBA Retiree Health Insurance Benefit's Contribution Schedule by Resolution #227 of 2015 and amended by Resolution #93 of 2017; and

WHEREAS, upon the recommendation of the County Executive and Personnel Officer the administration is desirous of creating a Non-PBA Retiree Health Insurance Benefit's Contribution Schedule that is more evenly distributed over the various contribution schedule categories; and

WHEREAS, the Putnam County Legislature is also desirous of adjusting this schedule as recommended by the County Executive and Personnel Officer; now therefore be it

RESOLVED that effective January 1, 2020, the following Non-PBA Retiree Health Insurance Benefit's Contribution Schedule shall be established and implemented:

<u>Annual Amount of Pension Benefit</u>	<u>Amount of Premium Payable by Retiree</u>
\$65,000 and higher	30%
\$52,500 - \$64,999	25%
\$40,000 - \$52,499	21.5%
\$30,000 - \$39,999	18%
\$20,000 - \$29,999	13%
\$10,000 - \$19,999	10%
\$ 0 - \$9,999	8%

and be it further

RESOLVED that the applicable category will be established at time of retirement and will not be increased thereafter as a result of any applicable COLA increases provided by the New York State and Local Retirement System pursuant to the requirements of such retirement system.

BY POLL VOTE: ALL AYES. CARRIED UNANIMOUSLY.

State of New York

ss:

County of Putnam



I hereby certify that the above is a true and exact copy of a resolution passed by the Putnam County Legislature while in session on December 18, 2019.

Dated: December 20, 2019

Signed: Diane Schonfeld

Diane Schonfeld
Clerk of the Legislature of Putnam County



APPENDIX G P
Updated 12/2023

PUTNAM COUNTY DRUG AND ALCOHOL POLICY

In compliance with the Drug-Free Workplace Act of 1988, Putnam County has a longstanding commitment to provide a safe, quality-oriented and productive work environment. Alcohol and drug abuse pose a threat to the health and safety of Putnam County employees and to the security of the County's equipment and facilities.

The County will not tolerate any drug or alcohol use which could affect an employee's job performance. The citizens of Putnam County have a right to expect that County employees will carry out their duties in a safe and reliable manner, free from the effects of alcohol or drugs.

For these reasons, Putnam County is committed to the elimination of drug and alcohol use and abuse in the workplace. It is the intent of the County, however, to encourage and assist such employees in treatment and rehabilitation whenever appropriate.

This policy and stated procedures replace, except where contrary to contractual obligations, any and all earlier procedures based on or expanding upon the Drug-Free Workplace Policy of its predecessor policies.

The policy and procedures apply to all active County employees in all government departments and to the staff of the Board of Legislators. The County reserves the right to modify the policy and procedures in whole or in part in accordance with the law and contractual procedures. All employees with bargaining agreements should refer to the language in their bargaining agreement in the event of language discrepancies.

The policy and procedures shall be the responsibility of the Personnel Department. Any questions should be directed to 845-808-1650.

The Personnel Officer shall be responsible for policy interpretation, administration, and enforcement.

I. DEFINITIONS

- A. Adulterated specimen – A specimen that has been altered, as evidenced by test results showing either a substance that is not a normal constituent for that type of specimen or showing an abnormal concentration of an endogenous substance.
- B. Commercial Driver's License (CDL) – A driver's license required to operate large, heavy, or placarded hazardous material vehicles in the United States. Specific County positions may require an employee to hold a CDL for the purposes of employment. All CDL drivers must conform with federal regulations regarding the use of alcohol, drugs, and controlled substances.

- C. Controlled Substance – Any substance which has been deemed illegal under the New York State Penal Law ¹ (for example cocaine, valium, anabolic steroids). This term does NOT include the use of prescribed or legal substances which have been legally obtained and are being used for the purposes for which they were prescribed.
- D. County property – Includes all buildings, offices, facilities, grounds, parking lots, lockers, places and vehicles owned, leased or managed by Putnam County or any site on which the county is conducting business.
- E. Dilute urine sample – A urine specimen with creatinine and specific gravity values that are lower than expected for human urine, typically reported when values are lower than 20mg/dL.
- F. Dilute positive – A urine sample with a creatinine of less than 20mg/dL with detectable levels of the controlled substances which are subject to testing. This shall be treated as a positive drug screen.
- G. Dilute negative – A urine sample with a creatinine of less than 20mg/dL with no detectable levels of the controlled substances which are subject to testing. A dilute negative test will not automatically be considered a negative test.
- H. Drug Paraphernalia – Any items which are used for the administering, transferring, manufacturing, testing, secreting, or storing of a controlled substance and/or an illegally used drug
- I. Illegally Used Drugs – Any prescribed drug which is legally obtainable but has not been legally obtained or is not being used for prescribed purposes, all “designer drugs” not listed in the Controlled Substances Act, and any other over-the-counter or non-drug substance being used in a manner that is not intended.
- J. Legally Obtained Drugs – Any drug which has been obtained in a manner which is legal under the laws of New York State, including prescription, over-the-counter and recreational drugs².
- K. Marijuana – A legally obtained recreational drug under New York State Law. ALL employees that fall under federal regulation, such as CDL drivers, Deputy Sheriffs, Corrections Officers, and Probation Officers MUST follow federal law and therefore are not permitted to use or possess marijuana as specified in federal statues, laws, and regulations.

¹ See Title M, Article 220 of the New York State Penal Law or in Scheduled I-IV as defined by Section 802(6) of Title 21 of the United States Code (21 USC 802(6))

² In April 2021 New York State legalized marijuana. At the time of the creation of this policy, marijuana remains illegal under federal law. See US Code Title 21 Controlled Substances Act, Section 812 Schedules of Controlled Substances



APPENDIX GP
Updated 12/2023

PUTNAM COUNTY DRUG AND ALCOHOL POLICY

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- L. Medical Review Officer (MRO) – A licensed physician who is responsible for receiving and reviewing laboratory results generated by an employer's drug testing program and evaluating medical explanations for certain drug test results.
- M. Refuse to cooperate – To obstruct the collection or testing process; to submit an altered, adulterated or substitute sample; to fail to show up for a scheduled test; to refuse to complete the requested drug testing forms; or to fail to promptly provide specimen(s) for testing when directed to do so, without a valid medical basis for the failure. Employees who leave the scene of an accident without justifiable explanation prior to submission to drug and alcohol testing will also be considered to have refused to cooperate and will automatically be subject to discharge.
- N. Under the influence of alcohol – An alcohol concentration equal to or greater than .04, or actions, appearance, speech or bodily odors that reasonably cause a supervisor to conclude that an employee is impaired because of alcohol use.
- O. Under the influence of drugs – A confirmed positive test result for prohibited drug use per this policy. Also included, the misuse of legal drugs (prescription and possibly OTC) when there is not a valid prescription from a physician for the lawful use of a drug in the course of medical treatment (containers must include the patient's name, the name of the substance, quantity/amount to be taken and the period of authorization).

II. PROHIBITED CONDUCT

The following employee conduct is prohibited:

- A. The smoking or vaping of any tobacco, marijuana, or any other legal substance on any County property, within a County vehicle, or within thirty (30) feet of any entrance to any County property
- B. Employee arrival on County premise under the effects of, or the use on county owned property or while conducting county business or during business hours, of any legally obtained drug or alcohol, including marijuana, where such use adversely affects the employee's job performance³ including those legally prescribed by a physician and used in accordance with that prescription.
- C. The use, distribution, dispensation, or sale of alcohol on County property, while conducting County business, in a County vehicle, in a vehicle being used for County purposes, or during business hours. An exception shall exist if it has been authorized at a County function by the County Executive, Deputy County Executive, or any Commissioner/Department Head of a County Department.

³ Where physician-directed use of drugs adversely affects performance, it is in the best general interest of the employee, co-workers, and the County that sick leave be used.

- D. The use, distribution, dispensation, sale or transfer of marijuana on County property, while conducting County business, in a County vehicle, in a vehicle being used for County purposes, or during business hours.
- E. The use, possession, manufacturing, distribution, dispensation, or sale of a controlled substance, illegally-used drug, or drug paraphernalia on County property, while conducting County business, in a County vehicle, in a vehicle being used for County purposes, or during business hours.
- F. The use of marijuana by employees subject to federal law/regulation including Commercial Drivers License Holders, Deputy Sheriffs, Correction Officers, and Probation Officers
- G. Employee arrival on County premises under the effects of controlled substance or illegally used drug, to the point where such use adversely affects the employee's job performance.
- H. Storage in a desk, locker, automobile or any other repository on County Property of any illegally used drug, controlled substance, or marijuana.
- I. Storage of alcohol in a desk, locker, or any other repository within your workspace or building on County Property.
- J. The possession of any illegally used drug, marijuana, or alcohol while conducting County business, while on County property, in the scope of employment, and/or any other circumstances related to their County employment.
- K. Switching or adulterating urine samples.
- L. Refusing consent to alcohol or drug testing pursuant to the terms of this Policy.
- M. Failing to notify Putnam County, within five days of a conviction under a criminal drug statute for a violation occurring on or off County premises while conducting County business.

III. TESTING AND PROCEDURES

Drug testing is conducted, as allowable under the New York State law, for the following types of drugs: Amphetamines, Cocaine, Opiates & Phencyclidine unless otherwise noted. Individual test reports will be maintained by the Personnel Department for a minimum of five years.

A. Pre-employment

Applicants being considered for hire must submit to a drug test before beginning work or receiving an offer of employment. Pre-employment test results must be negative for an applicant to move forward.

In the event of a dilute negative with creatinine levels between 5 and 20 mg/dl, the applicant shall be offered a secondary drug screening. Prior to the second screening, the applicant shall have the opportunity to provide medical documentation explaining the dilute test results.

In the event of a dilute specimen with creatinine levels below 5mg/dl, Partners in Safety shall advise as to next actions.

All applicants for positions subject to Federal Regulations including CDL drivers, Deputy Sheriffs, Correction Officers, and Probation Officers shall be tested for marijuana in addition to the above listed controlled substances. A positive marijuana test for this group of applicants shall have the same bearing as a positive test for any of the other substances.

Any applicant with a drug test result of positive, dilute positive or who has refused testing shall be disqualified from the hiring process for a period of one year. In the event the position which has been applied for is a safety-sensitive position there is a blanket disqualification.

B. Reasonable suspicion

All employees are subject to testing based on (but not limited to) articulable symptoms of impairment by two supervisors or County officials⁴. Documentation of the employees conduct via the "Reasonable Cause/Reasonable suspicion testing form" shall be prepared and signed by the witnesses within 24 hours.

Examples of acceptable grounds for reasonable suspicion testing are as follows:

Observations for Employee's Physical Condition

1. Slurred speech
2. Confusion/disorientation
3. Odor of alcohol on breath or person
4. Odor of marijuana on breath or person
5. Unsteady gait or lack of balance
6. Glassy eyes
7. Rapid/continuous eye movement or inability to focus
8. Drowsiness
9. Inattentiveness
10. Apparent intoxicated manner (without the odor of alcohol or marijuana)
11. Physical injury to self or others
12. Tremors or bodily shaking
13. Poor coordination
14. Runny nose or sores around nostrils
15. Very large or small pupils
16. Slow or inappropriate reactions

⁴ Preferably that have received training in the identification of behavior indicative of use of a controlled substance

Observations of Employee's Behavior

1. Inability to respond to questions or to respond correctly
2. Complaints of racing or irregular heartbeat
3. Marked irritability
4. Aggressiveness (attempts at physical contact)
5. Inappropriate laughter, crying, etc.
6. Sleeping on the job
7. Fainting or repeated loss of consciousness
8. Improper job performance and or violation of work rules
9. Other behavioral manifestations

Observations of General Job Performance

1. Excessive unauthorized absences in last 12 months
2. Excessive authorized absences in last 12 months
3. Excessive use of sick leave in last 12 months
4. Frequent Monday/Friday absence or other pattern
5. Frequent unexplained disappearance
6. Excessive "extension" of breaks or lunch
7. Frequent leaving work early
8. Ignores established procedures

An employee, who is believed to be impaired, will be sent home, to a testing facility, or to a medical facility by taxi or other safe transportation alternative. If necessary, in the employer's discretion, the employee will be accompanied by a supervisor or other employee. Under no circumstance will an impaired employee be allowed to drive.

Drug testing based articulable symptoms of impairment shall include the testing for marijuana for all County employees.

C. Random Testing

Employees may be subject to random testing as dictated by their collective bargaining agreement.

Employees may be subject to random testing related to the use of cannabis:

1. when the County is required to take action pursuant to a state or federal statute, regulation, ordinance, or other state or federal government mandate; or
2. when the County is required to take action to prevent the loss of a federal contract or federal funding; or
3. in furtherance of preventing violation of federal law by the County

D. Post-accident

Putnam County strictly prohibits the use of alcohol, controlled substances, marijuana, and illegally used drugs while operating a county motor vehicle or operating a motor vehicle while on County business. Employees are subject to testing in the event there is an accident. Testing includes urinalysis as well as breath testing and includes testing for marijuana upon the observation of articulable symptoms of impairment. 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. Employees who refuse or test positive shall be in violation of this policy and subject to discipline.

Under no circumstances will the employee be allowed to drive himself or herself to the testing facility. A member of management must transport the employee or arrange for a cab to transport the employee home.

E. Consequences of post-employment drug testing

Employees who violate this policy by refusing or testing positive shall have a mandatory evaluation by a substance abuse professional (SAP). The SAP will then make a treatment recommendation. If the SAP determines the treatment was successful, the SAP will send a report of compliance to your employer. Your employer (or a future employer) can then order a return-to-duty test, which must be negative.

If the SAP determines that you didn't cooperate with the treatment plan, or that you didn't participate appropriately, the SAP will send a report of non-compliance to your employer, and you will have to continue with the program. If you return to work, you will be subject to follow-up testing.

Employees who test positive or refuse a second time shall be subject to disciplinary action up to and including termination.

Employees should refer to their collective bargaining agreements for further information.

F. Collection and testing procedures

Drug testing is done by means of urine collection and analysis. The specimen will be collected by trained personnel in accordance with the federal drug testing 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 SAMHSA-certified lab for testing. Laboratory test results are reported to the medical review officer (MRO). Before reporting a positive test to the employer, the MRO will attempt to contact the employee to discuss the results. If the MRO is unable to contact the employee directly, the MRO will contact the employer's Drug Program Administrator who will contact the employee. In the event the employee indicated there is a medical reason for the test result, The MRO may speak with the prescribing doctor. If no legitimate explanation for the positive test is found,

the MRO will report the test as positive. If there is a valid explanation showing the presence of a medication which the employee has used in accordance with a valid prescription, the test will be considered a negative test. 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. This request must be made within 72 hours of the time the employee was informed of the results by the MRO. The cost of the split performed will be performed at the employee's expense.

G. Tips to avoid diluted test results

Consuming large amounts of water/liquids can cause drug test results to be diluted. This can cause unclear results and could result in the retesting of employees. A dilute negative test will not automatically be considered a negative test. This is because the large water quantities in the urine sample can obscure results.

To avoid retesting or possible disciplinary action, employees and applicants can follow the below tips when they are taking known or scheduled drug tests:

- Don't drink excessive water (more than one full glass of water) or any liquids at least two hours before sample collection, and reduce intake for six-eight hours before test
- Avoid caffeinated beverages such as coffee, tea, soda, or energy drinks, and other diuretics (including supplements)

IV. COMMERCIAL DRIVER'S LICENSE HOLDERS

Under 49 CFR Part 40, the Federal Highway Administration of the United States Department of Transportation requires certain drivers to undergo specific drug and alcohol testing. The drivers who must be tested under these guidelines are those required to hold a Commercial Drivers License (CDL).

This includes any driver who drives a motor vehicle-

- With a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight of more than 10,000 pounds;
- With a gross vehicle weight rating of 26,001 or more pounds:
 - Designed to transport 16 or more passengers; or
 - Of any size that is used to transport hazardous material which require the vehicle to be placarded under the hazardous: materials regulations.

These CDL guidelines shall apply to all Putnam County employees holding a CDL for the purposes of employment. This shall be *in addition to all guidelines previously described in this policy*. Where a discrepancy exists, CDL drivers are to follow the guidelines specific to those operating with a CDL. All CDL drivers must conform with federal regulations regarding the use of alcohol, drugs, and controlled substances. If a substance has become legal under New York State law but remains illegal under federal law, such as marijuana, CDL drivers are not permitted to use that substance.

A. **Special Definitions**

Safety-Sensitive Function – means any of the following:

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.

B. **Prohibited Conduct**

A driver shall not:

1. Use any substance deemed illegal under federal law, even if that substance is legal under New York Law, such as marijuana.
2. Report for duty within four hours of consuming alcohol.
3. Use alcohol while on duty, including meal breaks.
4. 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.
5. Use alcohol for eight hours following an accident, or until he/she undergoes a post-accident alcohol test, whichever occurs first.
6. 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.

7. Report for duty, remain on duty or perform a safety-sensitive function, if the driver tests positive for controlled substance.

C. Testing

The federal motor carrier safety regulations are very specific regarding when a driver must submit for a drug and an alcohol test as well as what substances must be tested for. This testing may be above and beyond that testing of non CDL driving employees. Additionally, these regulations follow federal law and not state law for the purposes of defining controlled substances. Pre-employment and follow up testing may be conducted at any point *prior* to the first safety-sensitive function.

Reasonable suspicion testing should occur immediately in the case of suspected drug use and as soon as possible in the case of suspected alcohol use. The supervisor who observed the underlying behavior shall not perform the breath test.

All other tests may occur during working hours either immediately before or after the performance of a safety sensitive function.

The following tests are *in addition to or broaden the scope of the* employment testing described above in Section III.

1. Random Testing

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, and an annual percentage rate for random alcohol testing shall be 10 % 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.

2. Follow-Up Testing

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.

3. Post-Accident

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.

4. Return-to-duty testing

This is required after a violation of drug and alcohol rules. A test must be taken and come back negative before an employee can return to duty following SAP recommended treatment. These employees may also be subject to unannounced testing at least 6 times in the first 12 months. These tests must be conducted under direct observation.

D. Testing Procedures

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 (a 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 driver. In the event the driver indicates there is a medical reason for the test result, The MRO may speak with the prescribing doctor. 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 a 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. Medical Marijuana prescriptions under New York State's CARE act shall NOT remedy a positive test for marijuana. Any driver covered by this section shall be considered in violation of the Putnam County drug and alcohol policy if tested positive for marijuana despite possession of a medical marijuana prescription.

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 costs for the split sample tests 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.

Certified breath alcohol technicians will perform these tests using evidential breath testing devices. If the 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.

E. Testing refusal

Refusal to take a test goes beyond simply not providing a breath or urine sample. It may be determined that an employee has refused a drug or alcohol test when they:

1. fail to appear at, or take too long to appear at, the drug or alcohol testing site.
2. fail to provide a breath or urine specimen for collection.
3. leave the drug or alcohol collection site before the testing process is complete.
4. do not permit direct observation of the collection of the specimen when it has been ordered.
5. provide an insufficient amount of urine or breath without a valid medical reason as determined by the MRO.
6. do not take a second test as ordered by the employer and permitted by the DOT.
7. do not go to or does not permit to occur, a medical examination by the MRO as directed.
8. fail to cooperate with *any part* of the urine or breath collection process.
9. fail, during an observed collection, to follow the instructions to raise/lower clothing and turn around in order to allow the observer to check for a prosthetic device.
10. possess or wear a prosthetic or other device that could be used to interfere with the collection process.
11. they admit, during the collection process, that they have tampered with their specimen.
12. adulterate or substitute their specimen and it is confirmed by the lab and the MRO determines there is no medical reason for the result.
13. they admit, during a medical review, that they have tampered with their specimen.
14. fail to sign the certification statement at step 2 of the alcohol testing form.

F. **Consequences of testing**

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.

In addition to any consequences previously outlined in this policy, employees face the following:

1. Employees who test positive/dilute positive or refusal to test are required to be evaluated by a substance abuse professional (SAP) and complete any requirements for rehabilitation as set by the County and the SAP.
2. Employees subject to SAP procedures must complete the return to duty process prior to performing safety-sensitive duties.
3. When a test refusal event is reported to the employers designated contact person, the employee must immediately be removed from safety-sensitive duties.
4. When a verified positive/dilute positive test result initial report is received by Putnam County, the employee shall immediately be removed from performing safety sensitive functions.
5. When a test result is verified in an initial report as adulterated or substituted, it shall be considered a positive test. In the event this occurs, the employee shall immediately be removed from performing safety sensitive functions.
6. When a test result is returned as dilute negative, employees will be subject to a second test. Based upon MRO directive, this test may be required to be performed under direct observation. All other retests shall be conducted unobserved.
7. When an alcohol test result is 0.04 or higher, the employee shall immediately be removed from performing safety sensitive functions.
8. When an alcohol test result is between 0.02 and 0.039, the employee shall be temporarily be removed from performing safety sensitive functions.
9. 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 no less than 24 hours and may be subject to additional disciplinary action by the County, up to and including discharge.
10. 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 after-care program and be subject to follow-up testing, in accordance with the recommendation of the SAP and consistent with the regulations.

G. Return To Duty Process

1. The employee in violation of the DOT regulations for drug or alcohol testing is removed immediately from safety sensitive duty.
2. The employer is required to provide a list of DOT qualified Substance Abuse Professionals (SAPs). A SAP list may be provided by a dedicated service agent.
3. The SAP performs a face to face clinical evaluation of the employee and makes recommendations for treatment and/or education, providing documentation to the Designated Employee Representative (DER).
4. The employee complies with the treatment(s) and/or education recommended by the SAP. The SAP then conducts a follow-up evaluation and determines the employee's eligibility to return to safety sensitive duty providing documentation to the DER.
5. Once the DER receives the SAP's documentation indicating the employee is eligible to return to safety sensitive duty, the employee must test negative on a Drug/Alcohol Screening before returning to duty at the employer's discretion.
6. The employee is subject to unannounced follow-up testing and a period of 1 to 5 years according to a plan determined by the SAP and provided to the DER.
7. The SAP then recommends follow-up testing, aftercare treatment, and/or support group participation.

V. CONFIDENTIALITY

Information and records relating to positive test results, drug and alcohol dependencies, and legitimate medical explanations provided to the MRO will be confidential to the extent required by law and maintained in secure files. Such records and information may be disclosed among department heads and supervisors on a need-to-know basis, and when relevant to a grievance, charge, claim or other legal proceeding initiated by or on behalf of an employee or applicant.

VI. INSPECTIONS

Putnam County reserves the right to inspect all portions of its premises for drugs, alcohol or other contraband; affected employees may have union representation involved in this process.

All employees, contract employees and visitors may be asked to cooperate in inspections of their persons, work areas and property that might conceal a drug, alcohol or other contraband. Employees who possess such contraband or refuse to cooperate in such inspections are subject to appropriate discipline, up to and including termination.

VII. EFFECTS OF ALCOHOL AND DRUGS ON HEALTH, WORK, AND PERSONAL LIFE

Impaired employees endanger themselves, fellow workers, and other innocent citizens. Employees with drugs or alcohol in their systems are less productive and more likely to injure themselves or other persons in an accident. Alcohol and drug abusing employees increase the costs related to lost productivity, absenteeism, accidents, theft, and treatment programs. Also, medical costs are higher and are passed on to the employer in the form of higher insurance rates. Alcohol and drug abuse costs both the employer and the employee. Alcohol remains the number one abused drug in this country. Alcohol consumption causes many changes in behavior and even low doses can impair the judgement and coordination required for driving. Moderate to high doses cause marked impairments in higher mental functions, severely altering a person's ability to learn and remember information. If combined with other depressant drugs, much lower doses of alcohol will produce the effects just described. Long-term consumption of large quantities of alcohol can lead to permanent damage to the brain and the liver.

Alcohol and substance abuse is a complex problem-calling for specialized supervision and care: Don't cover-up for a person who you think has a substance problem. Don't make excuses for them or do their work for them. The problem is not going to go away. Don't enable the person to continue the alcohol or drug abuse.

Some of the most noticeable signs of drug abuse are drowsiness, respiratory depression, constricted pupils, nausea, slurred speech, excitement, loss of appetite, poor perception of time and distance, relaxed inhibitions, disoriented behavior, watery eyes, runny nose, chills and sweats, convulsions, apathy, depression, and the use of drug paraphernalia. Some of the signs and symptoms of alcohol misuse are the odor of alcohol, slurred speech, staggering, tremors, vomiting, cramps, delirium, loss of appetite, using arms for balance, leaning against walls and doorways, swaying while maintaining balance, and confusion.

VIII. GETTING HELP

Substance or alcohol abuse is an illness, not a character flaw. If you think you might have a problem, get help before it is too late. Leave the treatment and counseling of persons with an abuse problem to the professionals. The DOT in the regulations require that the person with a problem be evaluated by a professional.

Employees Assistance Program (EAP)
Monday-through-Friday: 914 995-6070

SAMHSA's National Helpline
1-800-662-HELP (4357)

The Substance Abuse and Mental Health Services Administration (SAMHSA) National Helpline is a free, confidential, 24/7, 365-day-a-year treatment referral and information service (English/Spanish) for individuals and families facing mental health disorders and substance addictions. They can refer you to therapists, counselors, treatment programs, and support groups in your area.

Drinking Drivers Program
Monday through Friday: 845 808 1641 EXT. 46018

Partners in Safety
845-341-0515

Reasonable Cause/Reasonable Suspicion Testing Form

Employee's Name: _____		ID/SSN: _____
Department: _____		Job Title: _____
Location of Incident/Observation: _____		Date: _____
Time: _____	Other Witness(es): _____	
Trained Supervisor Name: _____		Signature: _____
Concurring Supervisor Name: _____		Signature: _____

Observations

Check all that apply, include descriptions of any changes in behavior and list any unusual behavior not included below

Observations of Employee's Physical Condition

<input type="checkbox"/> Slurred Speech <input type="checkbox"/> Confusion/disorientation <input type="checkbox"/> Odor of alcohol <input type="checkbox"/> Odor of marijuana <input type="checkbox"/> Unsteady gait/unbalanced <input type="checkbox"/> Glassy eyes	<input type="checkbox"/> Inability to focus eyes <input type="checkbox"/> Physical injury to self or others <input type="checkbox"/> Tremors/bodily shaking <input type="checkbox"/> Poor coordination <input type="checkbox"/> Rapid/continuous eye movement	<input type="checkbox"/> Runny nose <input type="checkbox"/> Very large or Small pupils <input type="checkbox"/> Slow/inappropriate reactions <input type="checkbox"/> Drowsiness <input type="checkbox"/> Inattentiveness
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Descriptive Notes: _____

Observations of Employee's Behavior

<input type="checkbox"/> Inability to respond to questions <input type="checkbox"/> Complaint of racing heart <input type="checkbox"/> Marked irritability	<input type="checkbox"/> Aggressiveness <input type="checkbox"/> Inappropriate laughing, cry etc <input type="checkbox"/> Sleeping on the job	<input type="checkbox"/> Fainting/loss of consciousness <input type="checkbox"/> Improper job performance <input type="checkbox"/> Violation of work rules
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Descriptive Notes: _____

Observations of General Job Performance

<input type="checkbox"/> Excessive unauthorized absences in last 12 months <input type="checkbox"/> Excessive authorized absences in last 12 months <input type="checkbox"/> Excessive use of sick leave, last 12 months	<input type="checkbox"/> Frequent Monday/Friday absence or pattern absence <input type="checkbox"/> Frequent unexplained disappearance <input type="checkbox"/> Excessive "extension" of breaks or lunch	<input type="checkbox"/> Frequent leaving work early <input type="checkbox"/> Ignores established procedures
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Descriptive Notes: _____

For use by Personnel Department

Date recv'd in personnel _____	Date test ordered: _____
Date of test: _____	TEST RESULTS: _____
Date results recv'd: _____	Date results sent to department: _____
Name: _____	Signature: _____