BUDGET, FINANCE & PERSONNEL
REVISED 6/3/2025

RESOLUTION NO. 2025087

RE: RATIFYING THE 2025-2027 AGREEMENT BETWEEN THE COUNTY OF DUTCHESS AND THE DUTCHESS STAFF ASSOCIATION (DSA), NYSUT, AFT, NEA, AFL-CIO AND AMENDING THE 2025 ADOPTED COUNTY BUDGET TO EFFECTUATE SALARY ADJUSTMENTS FOR DSA MEMBERS AND FOR CERTAIN MANAGEMENT ATTORNEYS

Legislators CASWELL, HOUSTON, POLASEK, GORMAN, MC HOUL, D'AQUANNI, VALDÉS SMITH, KAUL, and LAWLER offer the following and move its adoption:

WHEREAS, the negotiating teams for Dutchess County and the Dutchess Staff Association (DSA) have negotiated a proposed collective bargaining agreement regarding the terms and conditions of employment for the bargaining unit for the years January 1, 2025 through December 31, 2027, and have signed a Memorandum of Agreement on the same, and

WHEREAS, the DSA has ratified the Memorandum of Agreement by a vote of its members, and

WHEREAS, a copy of the Memorandum of Agreement as well as the proposed Collective Bargaining Agreement are attached hereto and made a part hereof, and

WHEREAS, it is necessary to amend the 2025 Adopted County Budget to reflect the fiscal changes resulting from the ratification of the Memorandum of Agreement and Collective Bargaining Agreement, and

WHEREAS, the County also wishes to adjust the salaries of those County management attorneys in the Public Defender's Office and the County Attorney's Office, who work daily in the same office as their DSA colleagues, and who are not members of the bargaining unit, and

WHEREAS, the County further wishes to award sick time to those management attorneys who were DSA attorneys from January 1, 2017 to December 31, 2025, to wit: six (6) sick days for each continuous year worked, from date of hire into a DSA covered position to date appointed to a management attorney position, with partial years credited with one (1) sick day for every two (2) continuous months worked, and

WHEREAS, Exhibit A attached hereto outlines the necessary budget amendments to fulfill the intent of this resolution, now therefore be it

RESOLVED, that the attached Memorandum of Agreement and the Collective Bargaining Agreement between the County of Dutchess and the Dutchess Staff Association (DSA), NYSUT, AFT, NEA, AFL-CIO, be ratified, and be it further

RESOLVED, that the County Executive or her designee is hereby authorized and empowered to execute and deliver the Collective Bargaining Agreement on behalf of the County, which shall incorporate the terms of the Memorandum of Agreement in substantially the same form as adopted by this Legislature and upon the full execution of the Collective Bargaining Agreement between the parties, the terms of the Collective Bargaining Agreement shall be effective and retroactive to January 1, 2025, and be it further

RESOLVED, that the County Executive and her designees are authorized and empowered to take any and all acts necessary to effectuate the terms of this resolution, including without limitation, to adjust salaries of management attorneys in the County Attorney's Office and Public Defender's Office as set forth in Exhibit A, to cause sick leave benefit time be awarded to qualifying employees in conformance with this resolution and to set forth implementing parameters to govern such eligibility and award criteria for such accruals and salary adjustments, and be it further

RESOLVED, that the Commissioner of Finance is authorized, empowered and directed, to amend the 2025 Adopted County Budget as set forth on Exhibit A attached hereto and made a part hereof, and be it further

RESOLVED, that the Commissioner of Finance is further authorized, empowered and directed, within the appropriations authorized herein, to make such other budget amendments as necessary, to facilitate transfers among departments and funds and the Appropriated Fund Balance to implement the provisions of the salary adjustments, as set forth on Exhibit A attached hereto and made a part hereof, and to take such actions as may be necessary to effectuate the intent of this resolution.

APPROVED
Susan Serino
SUSAN J. SERINO
COUNTY EXECUTIVE
Date 6-11-2025

CA-057-25
CEB/TJL/rjw
P-1139-D
05/13/2025; rev'd 5/30/25
Fiscal Impact: See Attached.

STATE OF NEW YORK
ss:
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess, have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 9th day of June 2025, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 9th day of June 2025.

DUTCHESS COUNTY SEAL

Leigh Wager
LEIGH WAGER, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost $ 950,000

Total Current Year Revenue $ 480,000

and Source
Hurrell-Harring Grant (line 30890.25)

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

Identify Line Items(s):
A.1310.1010.1025
A.1170.77.30890.25
A.9998.95990.01

Related Expenses: Amount $ _____
Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): $470,000
Over Three Years 2025-2027: $1,680,000

Additional Comments/Explanation:
The budget amendments reflect the changes necessary to the 2025 Adopted County budget for the current year cost of the 3 year DSA agreement effective 1/1/2025 - 12/31/2027. This resolution also addresses management attorneys who work side by side with DSA attorneys both in the Public Defender's Office and the County Attorney's Office to provide a degree of parity and avoid significant salary compression concerns. This resolution also authorizes the Commissioner of Finance to move funds between the units of government.

Prepared by: Tiffanie Massey Prepared On: 5/13/2025

2025-2027 DSA Contract Settlement

APPROPRIATIONS

Increase

A.1310.1010.1025	Positions - Contractual Payroll Adjustment	$	950,000
		$	950,000

REVENUES

Increase

A.9998.95990.01	General Fund Balance	$	470,000
A.1170.77.30890.25	Hurrell-Harring	$	480,000
		$	950,000

***Effective January 1, 2025 the base wages for management attorneys employes in the Dutchess County Attorney's Office and the Dutchess County Public Deffender's Office, who remain employed therein at the time of final adoption of the resolution of the Dutchess County Legislature appended hereto, shall be adjusted by $5,000.

SUE SERINO
COUNTY EXECUTIVE

22 Market Street
Poughkeepsie, NY 12601
Phone: 845-486-2000

DUTCHESS COUNTY GOVERNMENT

To: Will Truitt, Chairman of the Legislature
From: Rachel Kashimer, Deputy County Executive
Date: May 9, 2025
RE: Dutchess Staff Association Settlement

Dutchess County has reached agreement with the Dutchess Staff Association ("DSA") on a new collective bargaining agreement for the period January 1, 2025 through December 31, 2027. This resolution seeks to authorize the ratification of said agreement and to amend the County budget accordingly. This agreement reflects months of review and negotiations by the administration and the DSA. The DSA is the county's smallest bargaining unit, comprised of attorneys, in the Public Defender's Office and the County Attorney's Office.

The Public Defender's Office has been facing a recruitment and retention crisis, losing many senior level criminal defense attorneys in the past 18 months, always for higher pay elsewhere. In recent months, the department has routinely carried 10 vacant positions out of their 37 budgeted attorneys, a shockingly high 27% vacancy rate. Public Defense in New York State is overseen and highly funded via the Office of Indigent Legal Services (ILS) that dictates caseload standards in compliance with the historic Hurrell-Harring ruling in 2007 and the resulting reforms aimed at creating and supporting a public defense system that provides quality legal services. The County Attorney's Office has also faced recruitment and retention issues, and have lost senior level attorneys over the past year.

Due to staffing shortages, Dutchess County has regularly exceeded case load standards and has been in conversation with ILS over the past year regarding options to improve compliance. ILS has been funding salary increases and market adjustments across the State to help with staffing challenges. In meeting with the Public Defender's office and County administration, ILS expressed their willingness to fund salary adjustments and increases to make wages more competitive in support of improved staffing and ultimately reducing caseloads. The alternative ILS presented to the County was the need to resort to 'caseload overflow planning.' If the Public Defender's office fails to recruit and retain the required level of staff to manage caseloads effectively, Dutchess County will be required to rely more heavily on 18-B assigned counsel.

Heavy reliance on these assigned counsel attorneys in lieu of a fully functioning Public Defender's Office will result in great expense to Dutchess County taxpayers. Based on our analysis, offsetting 2-3 public defenders with 18B assigned counsel would be an additional cost of approximately $450,000. The recently increased rates of pay for 18B attorneys, as approved by New York State in their budget process last year, has resulted in attorneys being able to earn

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DUTCHESS COUNTY GOVERNMENT

approximately $720,000 annually representing the very same clients who are currently represented by the Public Defender's Office.

In further preparing for the DSA negotiations, the administration reviewed salary disparities amongst attorneys county-wide and found that DSA attorneys' salaries have lagged behind those of management attorneys with similar levels of experience, creating a vacuum of employees exiting the DSA in favor of management roles in other departments within county government. In an effort to correct these inequities and strengthen recruitment and retention efforts, this contract settlement includes a one-time salary adjustment for all DSA members in 2025 coupled with a 0% cost of living adjustment in 2025.

Thanks to significant grant funding from ILS, the cost of these increases now and in the future is largely covered by New York State and remains highly cost effective compared to the alternative of having to replace in-house public defense with more costly 18B assigned counsel that do not enjoy the same rates of state reimbursement.

The contract settlement addresses more than compensation and reflects significant modifications to the DSA benefit structure, with the DSA conceding their long-standing benefit of unlimited sick time in exchange for a more structured and effective accrual system, among other changes.

This resolution also addresses management attorneys who work side by side with DSA attorneys both in the Public Defender's Office and the County Attorney's Office. In an effort to provide a degree of parity and avoid significant salary compression concerns, this resolution authorizes a partial salary adjustment for these management attorneys compared to their DSA counterparts. And, it awards sick time to certain management attorneys who transferred from DSA attorney positions to management attorney positions without any accumulated sick time because DSA members did not accrue it before this collective bargaining agreement. This group of management employees remain eligible for a cost-of-living adjustment that would be applied to other management employees upon settlement and adoption of the CSEA agreement that is currently under active negotiations.

4/29/25

AGREEMENT

BY AND BETWEEN

THE

COUNTY OF DUTCHESS

AND

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

JANUARY 1, 2025 – DECEMBER 31, 2027

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THIS AGREEMENT, made this ____ day of _____, 2025 and retroactive to January 1, 2025, by and between the COUNTY OF DUTCHESS, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York, 12601 (hereinafter referred to as the "County"), and the DUTCHESS STAFF ASSOCIATION (hereinafter referred to as the "Association").

WITNESSETH:

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

ARTICLE I
DEFINITIONS

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

"ANNIVERSARY DATE"
means the date on which an Employee is hired.

"COUNTY"
means the County of Dutchess.

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

"EMPLOYEE(S)"
means a member of the bargaining unit of the County of Dutchess who is duly appointed to the titles set forth in Appendix "A", annexed to and made a part of this Agreement.

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

"UNION" OR "ASSOCIATION "OR "DSA" OR "BARGAINING UNIT"
means the Dutchess Staff Association, Inc. ("DSA").

"UNIT" OR "DEPARTMENT"
means the Department of Law or Public Defender's Office.

"UNIT HEAD" OR "DEPARTMENT HEAD"
means the County Attorney or Public Defender, or their designees.

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

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

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

ARTICLE II
RECOGNITION

SECTION 1. REPRESENTATION
The County agrees that the Union shall be the sole and exclusive representative of all Employees described in Article II Section 2 for the purpose of collective bargaining and grievances for the maximum period stipulated by the Public Employees Fair Employment Law.

SECTION 2. DEFINITION OF UNIT
The County agrees that the Union is the sole and exclusive negotiating representative for the Employees of the County who are duly appointed to the title listed in Appendix "A" annexed hereto and made a part of this Agreement and as modified pursuant to Section 2 of this Article. Although the title of Arraignment Attorney is a title represented by the Union as its sole and exclusive negotiating representative, the terms and conditions of employment for Arraignment Attorneys shall be set forth in Appendix C of this Agreement. To the extent terms and conditions of employment for Arraignment Attorneys are not mentioned in Appendix C of this Agreement, the Agreement provides the benefit. To the extent the terms of Appendix C conflicts with this Agreement with regard to arraignment Attorneys, Appendix C shall supersede the Agreement.

ARTICLE III
MANAGEMENT RIGHTS

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

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

Nothing in this Agreement shall be construed as delegating to others the authority conferred by law on any County official, or in any way reducing or abridging such authority, but this Agreement

shall be construed as requiring said County officials to follow procedures and policies herein described, to the extent they are applicable, in the exercise of the authority conferred upon them by law.

ARTICLE IV
EMPLOYEE AND ASSOCIATION RIGHTS AND RESPONSIBILITIES

SECTION 1. GENERAL

(a) Employees shall have the right to form, join and participate in or refrain from forming, joining or participating in the Association free from interference, coercion, restraint, discrimination or reprisal.

(b) The Association has the right and responsibility to represent all employees in the negotiating unit on any matter concerning the terms and conditions of employment within the limits of this Agreement.

(c) The County recognizes the right of the Employees to designate specific representatives of the Union to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this Agreement and to visit Employees during working hours, subject to work requirements of the County.

SECTION 2. UNION RELEASE TIME

(a) Representatives designated by the Union shall be allowed up to ten (10) days cumulative of "union release time" with pay and without charge to accumulated leave time for the purpose of attending to union business. This "union release time" shall not include negotiations, arbitrations or PERB proceedings.

(b) The Union shall notify the Department Head and the Commissioner of Human Resources in writing at least two (2) weeks prior to the need for time. The notice shall include the date, time, place and purpose of the need for time and shall identify the individual representatives for whom time off is requested.

(c) The County reserves the right to deny the time off request with regard to any individual Employee if the County determines that his presence is required for the proper functioning of his Unit.

SECTION 3. UNION RECORDS / MEETING SPACE

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

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

SECTION 4. UNION NOTICES

The Union shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the County.

SECTION 5. NO STRIKE AFFIRMATION

The Union affirms that it shall not assert the right to strike against the County, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist, or

participate in such a strike. It is further expressly agreed that the pledge herein recited is an essential element of consideration for this Agreement.

ARTICLE V
COMPENSATION

SECTION 1. SALARY INCREASES
Upon ratification by both parties, bargaining unit members on the payroll as of January 1, 2025 and at the signing of the Memorandum of Agreement will have their salaries adjusted in the following manner.

Effective January 1, 2025, the 2024 non-union ME and MG wage scale amounts shall be applied to Grade AE and AG respectively (scale adjustment only).

Effective January1, 2025, the base wages for bargaining unit members shall be adjusted up to $15,000 to the maximum of the newly adjusted AE or AG scale. Any employee who would not receive the full $15,000 readjustment due to the fact they are at the maximum of the scale, shall be placed at the top of the scale and receive a $5,000 one-time bonus, not added to the base wage. In addition, employees shall be eligible for a merit award included in the Dutchess County Performance Management System.

Effective January 1, 2026, two and three-quarters percent (2.75%) salary increase plus merit award included in the Dutchess County Performance Management System.

Effective January 1, 2027, two and three-quarters percent (2.75%) salary increase plus merit award included in the Dutchess County Performance Management System.

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

SECTION 2. SALARIES
Retroactive salary payments shall be payable only retroactive to January 1, 2025 and shall be payable to those bargaining unit members on the payroll as of the date the Memorandum of Agreement is signed by the County Executive (April 17, 2025). Retroactive Payments will be made as soon as practicable after final execution of this Agreement by the County Executive.

SECTION 3. DUTCHESS COUNTY PERFORMANCE MANAGEMENT SYSTEM
The parties recognize that the County has implemented the Dutchess County Performance Management System. One component of this system is a process for performance appraisal.

The administration of the performance evaluation and merit system will be similar in the process or match the process for management employees as may be modified by the County. The current performance evaluation is available on the County's Intranet for informational purposes.

SECTION 4. APPOINTMENTS, PROMOTIONS, DEMOTIONS, RE-ALLOCATION, REINSTATEMENT
(a) New hires to the County:
Salary appointments can be made in 1st quartile of the salary grade range with Department head approval, in 2nd and 3rd quartile with approval of the Executive Office, and appointment in the 4th quartile will require approval by the Legislature.

(b) Promotions:
1. If appraisal prior to promotion reflects 3 Effective performance, appointment will be made at minimum or new grade or employee will receive a 5% increase, whichever is higher, or

2. If appraisal prior to promotion reflects 4 Highly Effective or 5 Outstanding Employee performance, appointment will be made at minimum of new grade or employee will receive a 6-10% increase, whichever is higher. Selection of percentage shall be at Department Head discretion based on employee's abilities and qualifications.

3. If the promotion formula, when added to employee's current salary, brings the salary above mid-point in the scale, the salary must be approved by the County Executive.

4. With the approval of the Department Head, promotional salaries may be established within the first quartile, up to the midpoint with Executive Office approval.

(c) Demotion:
1. To a position in DSA previously held, or to which the employee is eligible for reinstatement, the new salary will be the higher of:
   i. The salary last held, adjusted for any COLA awarded which affected the salary schedule, or

   ii. The same relative position in the salary scale.

2. To a position in DSA not previously held by the employee the new salary will be the same relative position in the new salary scale.

(d) Re-Allocation: is a change in assigned salary grade for a position.
1. For a downward re-allocation of salary grade, employees will be placed in the same relative position in the new scale as their placement in the previous/current. For example, if salary is midpoint of grade AG and was reallocated to AE, the salary would be mid-point AE.
2. For an upward re-allocation of salary grade, employees will have their salary adjusted by the parameters of the promotion formula above.

(e) Reinstatement / Reappointment: Since Civil Service Exempt Class employees are not eligible for reinstatement, the salary for a reinstated/reappointed employee will be the employee's previous salary or subject to the approval ranges for a new hire as described in (a) above.

SECTION 5. LONGEVITY CALCULATION

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

(b) A longevity will be awarded on the bargaining unit member's adjusted longevity date for the following years served in the county on a full-time basis: at and after ten (10), fifteen (15), twenty (20), twenty-five (25), thirty (30) and thirty-five (35) years of service.

SECTION 6. OTHER PAYMENTS

(a) Reimbursements
   i. **Mileage:** The mileage allowance, in lieu of actual and necessary expenses excluding tolls, meals, and lodging, if any, whenever use of personal motor vehicles on County business is authorized by the Employer, shall be indexed to the IRS code mileage provision. To be reimbursed for tolls, a receipt or statement must be provided.

ii. **Meals:** The County shall reimburse members for meals as follows:

1. In County: When working in Dutchess County for a Night Court Assignment or a County Legislative Committee meeting or a Legislative Board Meeting which ends after 7:00 p.m., dinner will be reimbursed up to $10.00 with a receipt.

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

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

Dinner: If out of the county after 7:00 p.m. for County business, a unit member will be entitled to up to $20.00 with a receipt.

iii. **Notary Licenses:** The County shall reimburse or pay for unit members for fees required to maintain notary licenses.

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

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

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

SECTION 7. PARKING
All bargaining unit members will be provided with free parking within reasonable proximity to the worksite. Those with parking badges as of July 1, 2016 will be allowed to keep them. Prior to any change in parking policies (such as location, number of badges), the County will provide reasonable notice to the Union and shall meet and discuss.

SECTION 8. RECOUPMENT
(a) When employees or departments become aware of an overpayment, the Department of Human Resources and Finance shall be notified in writing. Notification shall include the name of the employee and the nature and duration of the overpayment.

(b) The Department of Human resources shall notify the Union in instances of recoupment of overpayment by contacting the Union President. The Union shall be notified of the affected employees, the amount and the reason for the overpayment.

(c) The Finance Department shall notify each employee in writing of the amount and reason or the overpayment and the payment or recoupment schedule to be followed. Payroll deductions will be used. Deductions shall be made at the rate of $50.00 per payroll until the recoupment is satisfied. Payroll deductions will commence on the second payday following the date of notification.

(d) If the recoupment is not satisfied and the employee leaves County employment, the balance of the recoupment will be taken from the employee's last paycheck.

(e) If a recoupment schedule of $50.00 per payroll represents an undue hardship to an employee, the employee may request to the Department of Human Resources that a lesser recoupment be taken. The decision of the Department of Human Resources on the request shall be final. Until the decision is made by the Department of Human Resources, there shall be no recoupment made by the Finance Department. In addition, notwithstanding anything to the contrary, an Employee may request a repayment amount in excess of $50.00 per payroll.

SECTION 9. PAYMENT OF PROFESSIONAL FEES

The County will reimburse employees for the cost of the Office of Court Administration Attorney Secure Pass ID fee and biannual attorney registration. Employees must comply with the County Comptroller's pay certification requirement to receive the reimbursement.

SECTION 10. EMERGENCY CLOSURE

(a) Applicability

This section shall only apply when the County Executive issues a Local Emergency Order closing all County offices and facilities under his authority under the law.

(b) Definitions

The definitions below pertain only to these sections outlined below regarding the closure of County offices and facilities and shall not be used to interpret other sections.

"REQUIRED TO WORK"

"Required to work" means any employee that the County deems is necessary to work during a closure of County offices and facilities, either from home or in the facility, with prior authorization from the Department Head. The closure of County offices and facilities must be by the County Executive's Local Emergency Order and the time compensated pursuant to this section will only be during the hours that the County offices and facilities are closed pursuant to said order, not the duration of the State of Emergency.

(c) Required to Work

Based upon the needs of each closure, the County will determine which bargaining unit members are required to work. Bargaining unit members who are required to work when the County closes offices and facilities due to an Emergency Order, shall be compensated at their regular rate of pay for all hours worked during the closure of County offices and facilities. Members of the Dutchess Staff Association bargaining unit are overtime exempt employees and will receive no additional compensation if they are required to work during the hours that County offices and facilities are closed.

Any essential employee who is required to work their regular shift but does not report to work during the closure of County offices and facilities shall be required to use benefit time to cover the time off during the closure, and the employee shall not receive the compensation benefits of this provision.

(d) Not Required to Work
Bargaining unit members who are not required to work during the closure of County offices and facilities, shall receive their hourly compensation for their normally scheduled hours during the closure.

(e) Early Dismissal
In the event of an early closing of County offices and facilities, an employee who is working as scheduled at and is sent home due to the closure, will be compensated for their normally scheduled workday, i.e., seven (7) or eight (8) hours, as if they had worked the entire shift. Break or meal periods shall be at the discretion of the supervisor.

An employee is not eligible to exercise the Inclement Weather "make up time" in order to receive compensation beyond one's normally scheduled workday, i.e., seven (7) or eight (8) hours. In no event shall a thirty-five-hour or a forty-hour per week employee be paid for more than seven (7) hours or eight (8) hours in the workday.

All employees who are required to continue working during the closure shall be compensated in accordance with (c) above.

(f) Delayed Opening
In the event of a delayed opening of County offices and facilities, an employee who is scheduled to work must report to work at the time of the scheduled opening of County offices and facilities. Employees shall be compensated for their regularly scheduled workday, i.e., 7 or 8 hours.

Employees are not permitted to take their lunch break and then come to work. Any employee that does not report to work at the scheduled opening time shall be required to use benefit time from the time County offices and facilities opened until they arrive at work. Break or meal periods shall be at the discretion of the supervisor.

An employee is not eligible to exercise the Inclement Weather "make up time" in order to receive compensation beyond one's normally scheduled workday, i.e., seven (7) or eight (8) hours. In no event shall a thirty-five-hour or a forty-hour per week employee be paid for more than seven (7) hours or eight (8) hours in the workday.

All employees who are required to report to work during the closure shall be compensated in accordance with (c) above.

(g) Scheduled Time Off, Off Payroll or on Leave
Bargaining unit members using pre-scheduled benefit time (vacation, sick, personal, compensatory, New York State COVID-19 leave, etc.) during the closure of County offices and facilities shall be charged benefit time, notwithstanding the fact that County offices were closed on any of those dates.

Bargaining unit members "off the payroll" or on any unpaid leave shall not receive compensation during the closure of County offices and facilities.

Bargaining unit members on Workers' Compensation Leave, disability, or FMLA leave shall receive payment pursuant to New York State or Federal law as appropriate but shall not receive their normal compensation during the closure of County offices and facilities unless using benefit time.

ARTICLE VI
WORKDAY AND WORK WEEK

SECTION 1. BASIC WORK WEEK AND BASIC WORK PERIOD
The basic work week for such employees shall comprise thirty five (35) hours, provided, however, that while no employee shall be eligible to receive overtime compensation, each Unit Head has the discretion to adjust the daily work schedule of an employee to take into account work performed outside of Office Hours.

SECTION 2. OFFICE HOURS
Excluding legal holidays, all offices shall be open for the transaction of business from 9:00 a.m. to 5:00 p.m., Monday through Friday.

SECTION 3. RECORD OF ATTENDANCE
Daily time records, in form determined by the County, showing actual time worked, as well as all types of leave and vacation time earned by each Employee, will be maintained by the County.

ARTICLE VII
HOLIDAYS, VACATIONS, LEAVES

SECTION 1. HOLIDAYS
Bargaining unit employees will be awarded a day off with pay for a holiday. Dutchess County officially recognizes thirteen (13) holidays that authorize offices to be closed. As of January 1, 2017, the holidays are: New Year's Day, Martin Luther King Day, Lincoln's Birthday, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day and Christmas Day.

(a) Holidays will be observed on an eligible employee's normal work day or if it falls on a Saturday will be observed the preceding Friday. Holidays that fall on a Sunday will be observed the succeeding Monday.

(b) If additional days become official holidays with closed county office hours, these additional days will be deemed holidays under this benefit.

(c) The County may unilaterally determine to remain open for the transaction of business on Lincoln's Birthday, provided it grants each unit member one (1) additional vacation day.

(d) An Employee who is required to work on a holiday shall be paid at his or her normal rate of pay. Department Heads shall have the discretion to adjust the daily work schedule of an employee to take into account work performed on a Holiday.

SECTION 2. VACATIONS
(a) Unit heads in their discretion will approve vacation time taking into consideration the following factors:

- Request of the employee;
- Needs of the Unit; and
- Seniority.

(b) Unused vacation may be carried over to subsequent years.

(c) Vacation leave may be taken in minimum units of one-half hour (30-minute increments).

Effective January 1, 2025, upon separation, retirement from the County or death while employed by the County, bargaining unit members will be paid the monetary value of accumulated unused vacation up to forty-five (45) days.

(d) If sufficient notice is not given per Article X, Section 5, the employee shall not receive the benefit of Section (c) above.

i. Effective January 1, 2025:
   1. Vacation will be awarded on a per payroll basis based on hours worked up to full time hours (i.e., excludes overtime or unpaid time and includes eligible paid time off). Vacation will be awarded on the last day of the payroll period and available for use the following payroll period.
      (a) Bargaining unit members with less than five (5) years of continuous employment with the County shall accrue at a rate of 0.0770 vacation hours earned for each hour worked. (0.0770 x hours worked = vacation hours earned)

      (b) Bargaining unit members who have five (5) or more years of continuous employment with the County shall accrue at a rate of 0.0962 vacation hours earned for each hour worked. (0.0962 x hours worked = vacation hours earned)

Duration of Continuous Employment	Vacation Hours Earned Per Hour Worked
Up to 5 years	0.0770
5+ years	0.0962

SECTION 3. SICK LEAVE

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

This paragraph shall sunset on December 31, 2025 and shall be replaced with the following new paragraph (a):

(a) Effective January 1, 2026, employees shall accrue twelve (12) days of sick leave per year on a per payroll basis (0.0462 hours). Sick leave will be awarded on the last day of the payroll period and available for use the following payroll period.

Effective January 1, 2026, current employees will receive a transitional sick leave bank of six (6) days of sick leave for every full year of completed service. For a partial year of service, one (1) day for every two (2) full months of service shall be added to the transitional bank.

(For example, an employee with ten (10) years and six (6) months of service shall receive a transitional bank of sixty-three (63) days of sick leave.)

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

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

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

(e) Sick leave may be taken in minimum units of one-half hour.

SHORT TERM MEDICAL LEAVE.

Effective January 1, 2026:
A. A short-term self-insured disability plan will be available for fulltime employees for their personal, serious health conditions after six (6) months of County employment.

B. Employees shall be granted up to ninety (90) calendar days at full pay for an employee's short term serious health condition, or injury as defined by NYS Disability Law. Appropriate documentation from the attending physician shall be made available upon request.

C. To be eligible, an employee must suffer from a serious health condition prohibiting them from performing their essential duties.

D. Absence for the serious health condition must be continuous and in excess of five (5) days. The initial five (5) days will be covered by sick time (or other benefit time as appropriate).

E. Qualifying employees will receive one hundred percent (100%) of salary coverage up to ninety (90) days. This coverage will occur after the initial five (5) day qualifying period.

SECTION 4. LEAVE FOR COURT AND JURY ATTENDANCE
When an Employee is officially summoned to be present at the courthouse for jury duty or is under subpoena to appear in court or before an administrative tribunal on a matter related to his job duties, he shall be granted leave with pay for such purposes. In the case of jury duty, the amount of pay shall be the difference between his daily rate of pay and the amount allowed by the court for jury duty.

SECTION 5. MILITARY AND OTHER LEAVES REQUIRED BY LAW
A Unit Head shall grant any leave of absence, with or without pay, as is now or may be required by specific statutory authority, such as the Military Law. Additionally, Employees who are also members of the Armed Forces Reserves or National Guard and who are called to Active Duty Military Service shall be entitled to the benefits conferred upon them in the Dutchess County Resolution No. 2016221, as may be amended.

SECTION 6. WORKERS' COMPENSATION LEAVE
An Employee who is absent from work because of occupational injury or disease, which results in an award of workers' compensation, shall be entitled to leave with full pay for the waiting period, which is not compensated by the Workers' Compensation Board. If the determination of the Workers' Compensation Board is that the injury or sickness did not arise during the course of

employment, then the waiting period leave shall be charged against accumulated leave or, if no accumulated leave exists, shall be paid back to the County by the Employee.

A determination by the Workers' Compensation Board as to whether or not an injury or sickness arose in the course of employment shall be final and conclusive as to the County and the Employee, subject to the right of judicial review. Before allowing any such leave with pay, a Unit Head may require proof of the nature of the occupational injury or disease and proof of the Employee's inability to return to work during this initial period. In addition, a Unit Head may require a physical examination, paid by the County, as a condition precedent to the Employee's return to work. Should the examination not occur within ten (10) working days, the Employee will be placed back on the payroll, and, in the discretion of the County, be required to return to work. The purpose of the examination is to establish that the Employee is able to perform his own normal duties and that his return to work will not jeopardize his own health and safety or that of his fellow Employees.

An Employee on workers' compensation leave as approved by the Workers' Compensation Board shall not be deemed off the payroll for the purpose of the definition of the terms adjusted benefit or longevity dates as set forth in Article I hereof.

SECTION 7. LEAVES OF ABSENCE WITHOUT PAY

The County Executive may, upon the request of the Employee and recommendation of a Unit Head, authorize a leave of absence, without pay, for a specified period of time not to exceed one (1) year. All such leaves may, with the concurrence of the County, be terminated prior to their expiration.

SECTION 8. CHILD CARE LEAVE

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

SECTION 9. EMERGENCY FIRE/DISASTER LEAVE

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

SECTION 10. BEREAVEMENT LEAVE

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

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

SECTION 1. HEALTH INSURANCE

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

(b) Bargaining unit members hired before January 1, 2011 shall contribute 7.5% of the total annual insurance premium each year. Bargaining unit members hired after January 1, 2011 shall contribute 15% of the total annual insurance premium each year. Health insurance contributions shall be made pre-tax, unless the employee opts out in writing. Employees shall make their contribution of the total annual insurance premium in twenty-four (24) equal payroll deductions to be taken in the first two paychecks actually paid (issued) in any calendar month.

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

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

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

(f) The County reserves the right to review health insurance for double coverage due to other family members being employed by the State of New York, or a municipality, school district, agency, public benefit corporation, or another political thereof and shall seek mutual acceptance with the Union for the purpose of reducing the cost of such double coverage.

SECTION 2. HEALTH INSURANCE FOR RETIRED EMPLOYEES AND SURVIVING SPOUSES

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

COUNTY SERVICE YEARS*	COUNTY SHARE OF COVERAGE	
	Individual	Dependent/Spouse
10-14 years	50%	35%
15-19 years	60%	45%
20-24 years	70%	55%
25 & over	80%	65%

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

(b) Carrier eligibility rules for retirement health insurance require that the employee be enrolled on either County plan on their last day of work.

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

SECTION 3. DENTAL PLAN

(a) Employees shall receive fully paid dental insurance under the Guardian Plan or one substantially equivalent. Coverage may be either on an individual or a family basis, upon the election of the employee.

(b) The County reserves the right to review dental insurance for double coverage due to other family members being employed by the State of New York, or a municipality, school district, agency, public benefit corporation, or another political subdivision thereof and shall seek mutual acceptance with the Union for the purpose of reducing the cost of such double coverage.

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

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

(e) The County, may, upon sixty (60) days written notice to the Union of its intention to do so, self-insure, in whole or in part, any or all of the above-referenced dental plan or thereafter, change to a dental insurance carrier, or change dental insurance carriers provided the benefits including the deductibles and co-pays remain substantially equivalent.

SECTION 4. OPTICAL PLAN

(a) The County shall continue to provide a non-contributory optical plan for all full-time employees and their families substantially equal to the plan presently known as "CSEA Employee Benefit Fund Platinum Plan" or a plan substantially equivalent.

(b) The County reserves the right to review optical insurance for double coverage due to family members being employed by the State of New York, or a municipality, school district, agency, public benefit corporation, or another political subdivision thereof and shall seek mutual acceptance with the Union for the purpose of reducing the cost of such double coverage.

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

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

(e) The County, may, upon sixty (60) days written note to the Union of its intention to do so, self-insure, in whole or in part, any or all of the above-referenced optical insurance plans or thereafter, change to a optical insurance carrier, or change optical insurance carriers provided the benefits including the deductibles and co-pays remain substantially equivalent.

SECTION 5. RETIREMENT PLANS

The County shall continue to participate in the retirement plan provided in Sections 75-g and 41(j) of the New York State Retirement and Social Security Law. In addition, the County shall continue to participate in a retirement plan provided in Section 60(b) of the New York State and Social Security Law. The County will offer a retirement plan pursuant to Section 75(i) of the New York State Retirement and Social Security Law.

SECTION 6. HEALTH INSURANCE BUY-OUT

(a) An Employee enrolled in a County health insurance plan for the twenty-four (24) months immediately prior to submission of his buy-out application shall be eligible for a health insurance buy-out for the plan category (individual or family coverage) in which he was actually enrolled for those prior twenty-four (24) months as hereinafter set forth. Thereafter, an Employee may continue to apply for the buyout if that Employee would otherwise be eligible for health insurance.

(b) In the event that the employee has not been enrolled in a family plan for twenty-four (24) months but has been continuously receiving health care insurance benefits for the prior twenty-four (24) month period (either in an individual plan or in a combination of the time in an individual plan and family plan for twenty-four (24) months continuously) then the buyout will be awarded at the individual rate.

(c) An Employee, who meets the criteria above may exercise the health insurance buyout by submitting an application to the County, any time during the year they elect to terminate County coverage but no later than the open enrollment period designated by the County, within that same calendar year that he/she terminated coverage, along with proof of alternative non-County health insurance coverage. The application shall be as prescribed by the County and made available by Risk Management. No award shall be made in the year in which application is made (i.e., coverage is dropped in June of 2019, the buyout will be applicable in the calendar year 2020).

(d) Once an Employee has exercised the buyout, it shall remain effective for a designated calendar year unless rescinded as set forth below.

(e) Each Employee who exercises the health insurance buyout shall be paid $1,250.00 for an individual plan, and $2,500.00 for a family plan for the health insurance plans available pursuant to this Agreement.

(f) Payment shall be made between December 1st and December 15th the following year for applications made in the current year. If an Employee leaves County employment before December 15th, he shall receive a buyout payment pro-rated on a monthly basis for the appropriate period.

(g) An employee who has elected the health insurance buyout may rescind that election by presenting written proof of loss of health insurance coverage to the County. The Employee shall be eligible to apply for enrollment in an appropriate health insurance plan subject to the prescribed waiting period and the applicable health insurance contribution rate for that Employee. The Employee shall not be eligible for any buyout payment for that year.

(h) Employees who elect this buyout and subsequently retire, shall have their buyout payments pro-rated on a monthly basis for the current year. Retirees are not eligible for the buyout. As is present practice, an Employee must have been enrolled in a County health insurance plan on the date of retirement to be eligible for Retiree Health Insurance-Article VIII, Section 2(b).

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

ARTICLE IX
RIGHT TO UNION REPRESENTATION

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

ARTICLE X
MISCELLANEOUS

SECTION 1. CURTAILMENT OF SERVICES; CONTRACTING OUT

a) Curtailment of Services. In the event the County decides it is necessary to curtail the services of Employees, it will negotiate the impact of such curtailment.

b) Contracting Out. The County will not exercise its right to contract work out if the result of contracting out is the layoff or discharge of then existing Employees. However, if the County determines it has a need to contract out services that would cause the layoff of Employees, the County and the Union will discuss such contracting out in order to attempt to resolve the issue mutually, and, if mutually agreed, the County may proceed with such contracting out.

SECTION 2. DEFERRED COMPENSATION

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

SECTION 3. DIRECT DEPOSIT

(a) The County provides a Paperless Direct Deposit process for all employees. Each employee must elect Paperless Direct Deposit of their entire net paycheck. Funds will be available in each designated account through ACH on each pay date. If an over or under payment occurs it will be corrected in the next paycheck.

(b) Employees will be responsible for any bank charges as a result of insufficient funds or late transfer of funds.

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

SECTION 4. IRS SECTION 125 FLEXIBLE SPENDING PLAN

(a) Medical Plan Premium Conversion: The County will auto-enroll Employees who contribute toward their health insurance coverage to process the contribution on a pre-tax basis. Employees must submit a written request to the Risk Management Department within thirty (30) days of date of hire, a qualifying event or the open enrollment period(s) to opt out of the program to then process contributions as post-tax deductions pursuant to the Internal Revenue Service rules and regulations.

(b) Medical Expense Reimbursement Plan: The County will offer a flexible spending plan to Employees. The flexible spending plan may be used to offset qualifying non-reimbursed medical expenses by allowing Employees to defer or convert a portion of their earnings on a pre-tax basis into separate spending accounts to fund allowable medical expenses.

(c) Dependent Care Spending Account Plan: The county will offer a flexible spending plan to Employees. The flexible spending plan may be used to offset qualified expenses for elder care, handicapped care and dependent care expenses by allowing Employees to defer or convert a portion of their earnings on a pre-tax basis into spate spending accounts to fund allowable expenses.

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

(e) Continuation or modification of the 125 Flexible Spending Plan is subject to change depending upon Internal Revenue Service rules and regulations.

SECTION 5. NOTICE OF VOLUNTARY SEPARATION

Employees will be required to serve a notice of fifteen (15) business days to the Department Head prior to separation from service with the County. Arrangements may be made in writing to waive this requirement upon consent of the Department Head.

ARTICLE XI
LABOR MANAGEMENT COMMITTEE

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

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

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

The parties agree to meet within sixty (60) days of ratification of this Agreement to discuss in Labor Management a voluntary sick leave bank for bargaining unit members.

ARTICLE XII
COLLECTION OF DUES

1. Membership Dues - Upon the written authorization of the employee concerned and unless the employee subsequently revokes such written authorization, the Employer shall deduct membership dues from the employees' bi-weekly pay in the amounts certified to by the Association. The amounts so deducted shall be forwarded to the Association at regular intervals. The Union will provide an updated dues schedule to Human Resources each year.

2. Deductions – The County agrees to make payroll deductions for Union sponsored programs and other deductions as may be authorized by the employee and which the County is reasonably capable of making.

2. Hold Harmless: The County shall not be liable to any employee for any deduction made pursuant to this Section. The Union agrees to save and hold the County harmless, including legal fees and other reasonable and necessary expenses, against all claim whatsoever arising out of the deductions and transmittal of Agency Fees, regardless of the forum.

ARTICLE XIII
GRIEVANCE PROCEDURE

SECTION 1. DEFINITIONS
As used herein, the following terms shall have the following meanings:

(a) "Grievant" shall mean an Employee or the Union alleging a grievance

(b) "Grievance" means, except when an alternate remedy is provided by law, a claimed violation, misinterpretation, or misapplication of the terms of this Agreement, the rights claimed thereunder, except that decisions regarding reclassification or reallocation shall not be subject to the grievance procedure.

(c) "Immediate Supervisor" shall mean the Employee or Officer who the grievant reports to.

(d) "Department Head" shall mean either the County Attorney or Public Defender as the case may be.

(e) "Decision" shall mean the recommendation or ruling on, or disposition of a grievance made by the immediate supervisor, Department Head or the County Executive.

(f) "Days" shall mean all days other than Saturdays, Sundays, and legal holidays. Saturdays, Sundays and legal holidays shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this Section.

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

SECTION 2. STAGE 1
(a) The grievant must present his/her grievance at Stage 1, in writing, to his immediate supervisor, within twenty (20) days after the grounds for the grievance occur or the grievance shall be

deemed time-barred and shall be rejected. In the case where the grounds for the grievance are continuing, relief may be applied retroactively only for twenty (20) working days prior to the commencement of the grievance. Within ten (10) days after presentation of the grievance, the immediate supervisor shall render his/her decision in writing to the grievant or representative. The parties shall meet within ten (10) days of the filing of the grievance. If the grievance is not resolved at the meeting, the immediate supervisor shall render a decision ten (10) days after the meeting.

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

SECTION 3. STAGE 2

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

SECTION 4: STAGE 3

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

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

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

(d) The hearing may be adjourned from time to time by the County Executive for a total of no more than ten (10) days, or by mutual consent of the parties.

(e) The County Executive shall not be bound by the formal rules of evidence.

(f) The County Executive shall make his report in writing within ten (10) days after the close of the hearing. He shall immediately file his report and send a copy of the same to the Association, the Commissioner of Human Resources, and the Department Head or the grieving's representative, if any. The report shall include a statement of the County Executive's finding of fact, conclusions and determination.

SECTION 5. STAGE 4

(a) If the Association is dissatisfied with the decision of the County Executive, the Association may within twenty (20) working days after receiving the determination, refer the grievance to arbitration by filing a written demand for arbitration with the Commissioner of Human

Resources and the County Attorney. Arbitration under this section shall be referred to one of the arbitrators, who shall serve in rotation in the order named according to the procedure below:

Sheila Cole
Howard Edelman
Monte Klein

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

SECTION 6. THE ARBITRATION PROCESS

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

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

SECTION 7. WAIVERS AND EXTENSIONS OF TIME FOR DISCUSSION AND HEARINGS

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

ARTICLE XIV
IMPLEMENTATION

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

ARTICLE XV
NON-DISCRIMINATION

The County and the Union shall carry out their obligations under this contract in a manner which will be fair and impartial to all Employees and shall not discriminate against any Employee by reason of age, sex, race, creed, color, national origin, disability, marital status or arrest records.

ARTICLE XVI
SAVINGS CLAUSE

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

ARTICLE XVII
SCOPE

The parties acknowledge that during the negotiations which preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement, including its appendices attached hereto, concludes all collective bargaining between the parties during the term thereof, and constitutes the sole, entire and existing agreement between the parties hereto, and supersedes all prior agreements and undertakings, oral and written, express or implied, or practices, between the County and the Union or the Employees it represents, and expresses all obligations and restrictions imposed on each of the respective parties during its terms.

ARTICLE XVIII
DURATION

Except as otherwise provided herein, this Agreement shall be effective January 1, 2025 through December 31, 2027.

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

Dated this ____day of_____, 2025

COUNTY OF DUTCHESS

BY: _____
SUSAN J. SERINO, COUNTY EXECUTIVE

DUTCHESS STAFF ASSOCIATION

BY: _____
MICHELLE E. BLEECKER, PRESIDENT

4/29/25

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

On this day of_____, 2025, before me, the undersigned, personally appeared SUSAN J. SERINO, County Executive, County of Dutchess, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public, State of New York
Registration No. _____
Qualified in _____ County
Commission Expires _____

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

On this day of_____, 2025,before me, the undersigned, personally appeared MICHELLE E. BLEECKER, President, Dutchess Staff Association, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public, State of New York
Registration No. _____
Qualified in _____ County
Commission Expires _____

APPENDIX A
JOB TITLES

GRADE	TITLE
AD	Arraignment Attorney – Public Defender's Office
AE	Assistant County Attorney
AE	Assistant County Attorney—Department of Community and Family Services
AE	Assistant Public Defender
AG	Senior Assistant County Attorney
AG	Senior Assistant County Attorney— Department of Community and Family Services
AG	Senior Assistant Public Defender

APPENDIX B
SALARY RANGES

Increase: N/A

Dutchess Staff Association - 2025 Salary Schedule

Grade	First Quartile		Second Quartile		Third Quartile		Fourth Quartile	
	Min	Max	Min	Max	Min	Max	Min	Max
AE	80,195	89,292	89,293	98,390	98,391	107,488	107,489	116,586
AG	99,118	110,330	110,331	121,542	121,543	132,755	132,756	143,967

Increase: 2.75%

Dutchess Staff Association - 2026 Salary Schedule

Grade	First Quartile		Second Quartile		Third Quartile		Fourth Quartile	
	Min	Max	Min	Max	Min	Max	Min	Max
AE	82,400	91,748	91,749	101,096	101,097	110,444	110,445	119,792
AG	101,844	113,364	113,365	124,885	124,886	136,406	136,407	147,926

Dutchess Staff Association - 2027 Salary Schedule

Increase: 2.75%

Grade	First Quartile		Second Quartile		Third Quartile		Fourth Quartile	
	Min	Max	Min	Max	Min	Max	Min	Max
AE	84,666	94,271	94,272	103,876	103,877	113,481	113,482	123,086
AG	104,645	116,482	116,483	128,319	128,320	140,157	140,158	151,994

APPENDIX C
ARRAIGNMENT ATTORNEYS

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

WORK WEEK:

WEEKENDS:

Two (2) shifts, each day, Saturday, and Sunday for a total of four (4) twelve (12) hour shifts per weekend.

WEEKDAYS:

One (1) shift, each day, Monday through Friday for a total of five (5) shifts commencing at 5:00 pm and ending at 9 am.

HOLIDAY:

Two (2) twelve (12) hour shifts commencing at 9:00 am on the observed holiday going through 9:00 am the following morning.

STANDARD WORK WEEK:

Nine (9) shifts per week unless a holiday week then it is ten (10) shifts per week.

COMMENCEMENT OF SHIFTS:

Shifts begin week one (1) Monday at 5:00 pm and ends the following Monday of the following week at 9:00 am.

COMPENSATION:

Each Arraignment Attorney works every other week. Each attorney will work approximately two hundred thirty-four (234) shifts per year at the rate per shift indicated below:

Year:	Rate per Shift:
2025	$ 350.00
2026	$ 359.00
2027	$ 368.00

Note: For 2025 - 2027, Arraignment Attorney shift rate reflects a two- and one-half percent (2.5%) (rounded to the nearest whole dollar) increase from the prior year.

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

If a two (2) week orientation period is required by the Public Defender to be familiar with the courts in the County, then the employee will be paid an hourly rate for orientation. The hourly rate will be calculated as follows:

# of shifts X $ per shift / 1820 full time work hours = Hourly rate.
For example:
234 shifts X $294.00 per shift / 1820 hours = $ 37.80 hourly rate

HOLIDAYS:
When an employee is assigned to cover a shift that falls on the observed holiday, the employee will be paid an additional one hundred dollars ($ 100.00) for that shift. Holiday shifts consist of two (2) twelve (12) hour shifts with an additional two hundred dollars ($200.00) per holiday. Observed holidays are set by the County on an annual basis.

For example:
The two shifts during a holiday are 9:00 am – 9:00 pm and 9:00 pm – 9:00 am. Whichever Arraignment Attorney works two shifts on a holiday (from 9:00 am on a holiday to 9:00 am on the following day) will receive one hundred dollars ($ 100.00) per shift for their holiday stipend or two hundred dollars ($ 200.00) for working a holiday in addition to their regular shift pay. So, if on a Monday holiday an Arraignment Attorney works from 9:00 am Monday to 9:00 am Tuesday, that arraignment attorney will receive two hundred dollars ($ 200.00) (for the two shifts) in addition to their regular shift rate. No additional compensation will be paid for the Arraignment Attorney that works until 9:00 am on a holiday since the holiday shift does not commence until 9:00 am on the observed holiday.

MERIT INCREASES:
Ineligible for merit increases, but subject to annual performance appraisal.

PERSONAL JURY DUTY:
No pay or leave conferred upon them.

LONGEVITY:
Ineligible for longevity payments.

PERSONAL TIME:
No Personal Time.

SICK TIME:
No Sick Time.

VACATION:
No Vacation Time.

BEREAVEMENT:
No Bereavement Leave.

MEAL ALLOWANCES & MILEAGE:
No meal allowances or mileage during shift.

REIMBURSEMENTS:
No reimbursement for attending mandatory monthly meetings.

SERVICE CREDIT

Time worked as an Arraignment Attorney shall be counted towards service credit in relation to benefits calculated on time based with the County.

APPENDIX D
DUTCHESS STAFF ASSOCIATION STIPULATIONS, MEMORANDA OF UNDERSTANDING AND MEMORANDA OF AGREEMENT

The following Stipulations, Memoranda of Understanding and/or Memoranda of Agreement are hereby incorporated into this Collective Bargaining Agreement:

1. DSA ARRAIGNMENT ATTORNEY STIPULATION
   DATED: OCTOBER 27, 2017

2. BACK UP FOR AFTER HOURS ARRAIGNMENT ATTORNEY STIPULATION
   DATED: DECEMBER 6, 2017

STIPULATION BY AND BETWEEN THE

COUNTY OF DUTCHESS (hereinafter the County) AND THE

DUTCHESS STAFF ASSOCIATION (hereinafter Unit)

In the situation where there is an opening in the position of after-hour Arraignment Attorney due to a temporary vacancy or absence:

A. Volunteers will be solicited to work after-hours shifts. Volunteers will choose their shifts in order of seniority, on a rotational basis. For purposes of this Stipulation, seniority is measured as years of service within the bargaining unit.
B. Volunteers can choose to work as many shifts as they are willing to, provided that they can still meet the responsibility of their primary assignment in the office.
C. These volunteers will receive the shift rate specified in the collective bargaining agreement between the County and the Unit. (Appendix C to the 2015-2019 Agreement).
D. This Stipulation shall be retroactive to August 31, 2017.
E. If there are no unit bargaining unit volunteers, then the County agrees to confer with the Unit President or Officer to find a volunteer. If no volunteers are available, the County may mandate a unit member and shall do so on the basis of seniority from lowest to highest, on a rotational basis. The County agrees to provide as much notice as possible. For purposes of this paragraph, a Unit member may be mandated to work two shifts on a Saturday, Sunday or County holiday. For purposes of this paragraph, a Unit member may be mandated to work one shift during the work week.

Dated: October 27, 2017

Nancy Gare, DSA President

Thomas Angell, Public Defender

Diane Hayden, Deputy Commissioner of Human Resources

4/29/25

STIPULATION BY AND BETWEEN THE COUNTY OF DUTCHESS (HEREINAFTER THE COUNTY) AND THE DUTCHESS STAFF ASSOCIATION (HEREINAFTER UNIT)

Back up for the after-hours Public Defender arraignment attorney shall be provided as follows:

A. When a Unit member volunteers as a back-up Arraignment Attorney, they are volunteering for a week long shift from Monday 5:00 PM to Monday 9:00 AM to be worked as follows: Monday through Thursday 5:00 PM to 9:00 AM each day, and Friday 5:00 PM to Monday 9:00 AM, inclusive of Dutchess County holidays and days that the County is closed for the transaction of business that fall within the shift. This is one shift and cannot be split.

B. Assignment for this duty will be strictly on a voluntary basis.

C. Unit members will be solicited to work shifts as back-up Arraignment Attorney in advance. Unit members will choose their shifts, a shift at a time, in order of seniority, on a rotational basis. For purposes of this Stipulation, seniority is measured as years of service within the bargaining unit.

D. Unit members can request to work as many shifts as they are willing to work, provided they can still meet the responsibility of their primary assignment in the office.

E. Unit members will have the option to use the County car as assigned to the Public Defender's office for the week, in accordance with the rules of using a County car, or put in for reimbursement for mileage of their personal vehicle. Mileage will be measured from the unit member's home.

F. Effective January 1, 2025, Unit members will receive $410.00 per shift for being on call and receiving phone calls. Effective January 1, 2026, Unit members will receive $420.00 per shift for being on call and receiving phone calls. Effective January 1, 2027, Unit members will receive $431.00 per shift for being on call and receiving phone calls. In the event a unit member is actually called out to conduct an arraignment, the Unit member shall also receive an additional $35.00 per hour, in half hour increments, from the time they receive the call until the time they return home.

G. If the shift contains a Dutchess County holiday, an extra $100.00 will be paid to the Unit member who is working the 9:00 AM to 9:00 AM shift on the day the holiday is observed.

H. Payment will be added to the Unit member's regular paycheck as a one-time payment and will not be added to the employee's base pay.

Dated: December 6, 2017

NANCY B. GARO
DSA President

THOMAS N.N. ANGELL
Public Defender

DIANE HAYDEN
Deputy Commissioner of Human Resources

4/3/25

Memorandum of Agreement

By and Between the

County of Dutchess
("Employer")

and the

Dutchess Staff Association
("Association")

The January 1, 2021 through December 31, 2024 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 and other housekeeping modifications where applicable. This Memorandum of Agreement shall be subject to approval/ratification by the Dutchess County Legislature and the membership of the Dutchess Staff Association.

1. **Term of Agreement.**

   January 1, 2025 – December 31, 2027.

2. **Article V, Compensation, Section 1. Salary Increases.**

   ~~Effective January 1, 2021 two and one-half percent (2.5%) salary increase plus merit award included in the Dutchess County Performance Management System.~~

   ~~Effective January 1, 2022 two and one-half percent (2.5%) salary increase plus merit award included in the Dutchess County Performance Management System.~~

   ~~Effective January 1, 2023 two and one-half percent (2.5%) salary increase plus merit award included in the Dutchess County Performance Management System.~~

   ~~Effective January 1, 2024 two and one-half percent (2.5%) salary increase plus merit award included in the Dutchess County Performance Management System.~~

   Effective January 1, 2025, the 2024 non-union ME and MG wage scale amounts shall be applied to Grade AE and AG respectively (scale adjustment only).

   Effective January 1, 2025, the base wages for bargaining unit members shall be adjusted up to $15,000 to the maximum of the newly adjusted AE or AG scale. Any employee who would not receive the full $15,000 readjustment due to the fact they are at the maximum of the scale, shall be placed at the top of the scale and

receive a $5,000 one-time bonus, not added to the base wage. In addition, employees shall be eligible for a merit award included in the Dutchess County Performance Management System.

Effective January 1, 2026, two and three-quarters percent (2.75%) salary increase plus merit award included in the Dutchess County Performance Management System.

Effective January 1, 2027, two and three-quarters percent (2.75%) salary increase plus merit award included in the Dutchess County Performance Management System.

See attached salary schedules for bargaining unit members.

3. **Article V, Compensation, Section 2. Salaries.**

Retroactive salary payments shall be payable only retroactive to January 1, ~~2021~~ 2025 and shall be payable to those bargaining unit members on the payroll as of the date the Memorandum of Agreement is signed by the County Executive (~~July 30, 2021~~April ___, 2025). Retroactive Payments will be made as soon as practicable after final execution of this Agreement by the County Executive.

4. **Article V, Compensation, Section 4. Appointments, Promotions, Demotions, Re-Allocation, Reinstatement.**

(a) New hires to the County:

Salary appointments can be made in 1st quartile of the salary grade range with Department head approval, in 2nd and 3rd quartile with approval of the Executive Office, and appointment ~~beyond mid-point~~in the 4th quartile will require approval by the Legislature.

5. **Appendix C, Compensation for Arraignment Attorneys.**

Each Arraignment Attorney works every other week. Each attorney will work approximately two hundred thirty-four (234) shifts per year at the rate per shift indicated below:

Year:	Rate per Shift:
~~2020~~2025	~~$287.00~~$350.00
~~2021~~2026	~~$294.00~~$359.00
~~2022~~2027	~~$302.00~~$368.00
~~2023~~	~~$309.00~~
~~2024~~	~~$317.00~~

Note: For ~~2022~~ 2025 – ~~2024~~2027, Arraignment Attorney shift rate reflects a two-and one-half percent (2.5%) (rounded to the nearest whole dollar) increase from the prior year.

6. **Compensation for Back-Up Arraignment Attorneys.**

Modify paragraph F of the Stipulation of Agreement between the parties dated December 6, 2017 to provide that the Back-Up Arraignment Attorney shall be compensated as follows:

Year:	Rate per Shift:
2025	$410.00
2026	$420.00
2027	$431.00

In the event a unit member is actually called out to conduct an arraignment, the Unit member shall also receive an additional $35.00 per hour, in half hour increments, from the time they receive the call until the time they return home.

7. **Article VII, Section 3. Sick Leave.**

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

This paragraph shall sunset on December 31, 2025 and shall be replaced with the following new paragraph (a):

(a) Effective January 1, 2026, employees shall accrue twelve (12) days of sick leave per year on a per payroll basis (0.0462 hours). Sick leave will be awarded on the last day of the payroll period and available for use the following payroll period.

Effective January 1, 2026, current employees will receive a transitional sick leave bank of six (6) days of sick leave for every full year of completed service. For a partial year of service, one (1) day for every two (2) full months of service shall be added to the transitional bank.

(For example, an employee with ten (10) years and six (6) months of service shall receive a transitional bank of sixty-three (63) days of sick leave.)

8. **Article VII, Section 3. Short Term Medical Leave.**

Effective January 1, 2026:

A. A short-term self-insured disability plan will be available for fulltime employees for their personal, serious health conditions after six (6) months of County employment.

B. Employees shall be granted up to ninety (90) calendar days at full pay for an employee's short term serious health condition, or injury as defined by NYS Disability Law. Appropriate documentation from the attending physician shall be made available upon request.

C. To be eligible, an employee must suffer from a serious health condition prohibiting them from performing their essential duties.

D. Absence for the serious health condition must be continuous and in excess of five (5) days. The initial five (5) days will be covered by sick time (or other benefit time as appropriate).

E. Qualifying employees will receive one hundred percent (100%) of salary coverage up to ninety (90) days. This coverage will occur after the initial five (5) day qualifying period.

9. The parties agree to meet within sixty (60) days of ratification of this Agreement to discuss in Labor Management a voluntary sick leave bank for bargaining unit members.

COUNTY OF DUTCHESS

Dated: April 17, 2025

By: _____
Sue Serino, County Executive

DUTCHESS STAFF ASSOCIATION

Dated: April 16, 2025

By: _____
Mickelle F. Bleecker, President

Dutchess Staff Association - 2027 Salary Schedule

Increase: 2.75%

Grade	First Quartile		Second Quartile		Third Quartile		Fourth Quartile	
	Min	Max	Min	Max	Min	Max	Min	Max
AE	84,666	94,271	94,272	103,876	103,877	113,481	113,482	123,086
AG	104,645	116,482	116,483	128,319	128,320	140,157	140,158	151,994

Dutchess Staff Association - 2026 Salary Schedule

Increase: 2.75%

Grade	First Quartile		Second Quartile		Third Quartile		Fourth Quartile	
	Min	Max	Min	Max	Min	Max	Min	Max
AE	82,400	91,748	91,749	101,096	101,097	110,444	110,445	119,792
AG	101,844	113,364	113,365	124,885	124,886	136,406	136,407	147,926

Dutchess Staff Association - 2025 Salary Schedule

Increase: N/A

Grade	First Quartile		Second Quartile		Third Quartile		Fourth Quartile	
	Min	Max	Min	Max	Min	Max	Min	Max
AE	80,195	89,292	89,293	98,390	98,391	107,488	107,489	116,586
AG	99,118	110,330	110,331	121,542	121,543	132,755	132,756	143,967

Arraignment Attorneys

Year	Rate per Shift
2027	$ 368.00
2026	$ 359.00
2025	$ 350.00

Budget, Finance, and Personnel Committee Roll Call

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

Present: 11 Resolution: ✓ Total : 11 0

Absent: 1 Motion: ___ Yes No

Vacant: 0 Abstentions: 0

2025087 RATIFYING THE 2025-2027 AGREEMENT BETWEEN THE COUNTY OF DUTCHESS AND THE DUTCHESS STAFF ASSOCIATION (DSA), NYSUT, AFT, NEA, AFL-CIO AND AMENDING THE 2025 ADOPTED COUNTY BUDGET TO EFFECTUATE SALARY ADJUSTMENTS FOR DSA MEMBERS AND FOR CERTAIN MANAGEMENT ATTORNEYS

JUNE 5, 2025

Roll Call Sheets

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

Present: 20 **Absent:** 5 **Vacant:** 0

Resolution: ✓ **Motion:** ____

Total : 20 **Yes** 0 **No**

Abstentions: 0

2025087 RATIFYING THE 2025-2027 AGREEMENT BETWEEN THE COUNTY OF DUTCHESS AND THE DUTCHESS STAFF ASSOCIATION (DSA), NYSUT, AFT, NEA, AFL-CIO AND AMENDING THE 2025 ADOPTED COUNTY BUDGET TO EFFECTUATE SALARY ADJUSTMENTS FOR DSA MEMBERS AND FOR CERTAIN MANAGEMENT ATTORNEYS

JUNE 9, 2025