

AGREEMENT

by and between the

TOWN OF POUGHKEEPSIE

and

CSEA, Local 1000 AFSCME,
AFL-CIO

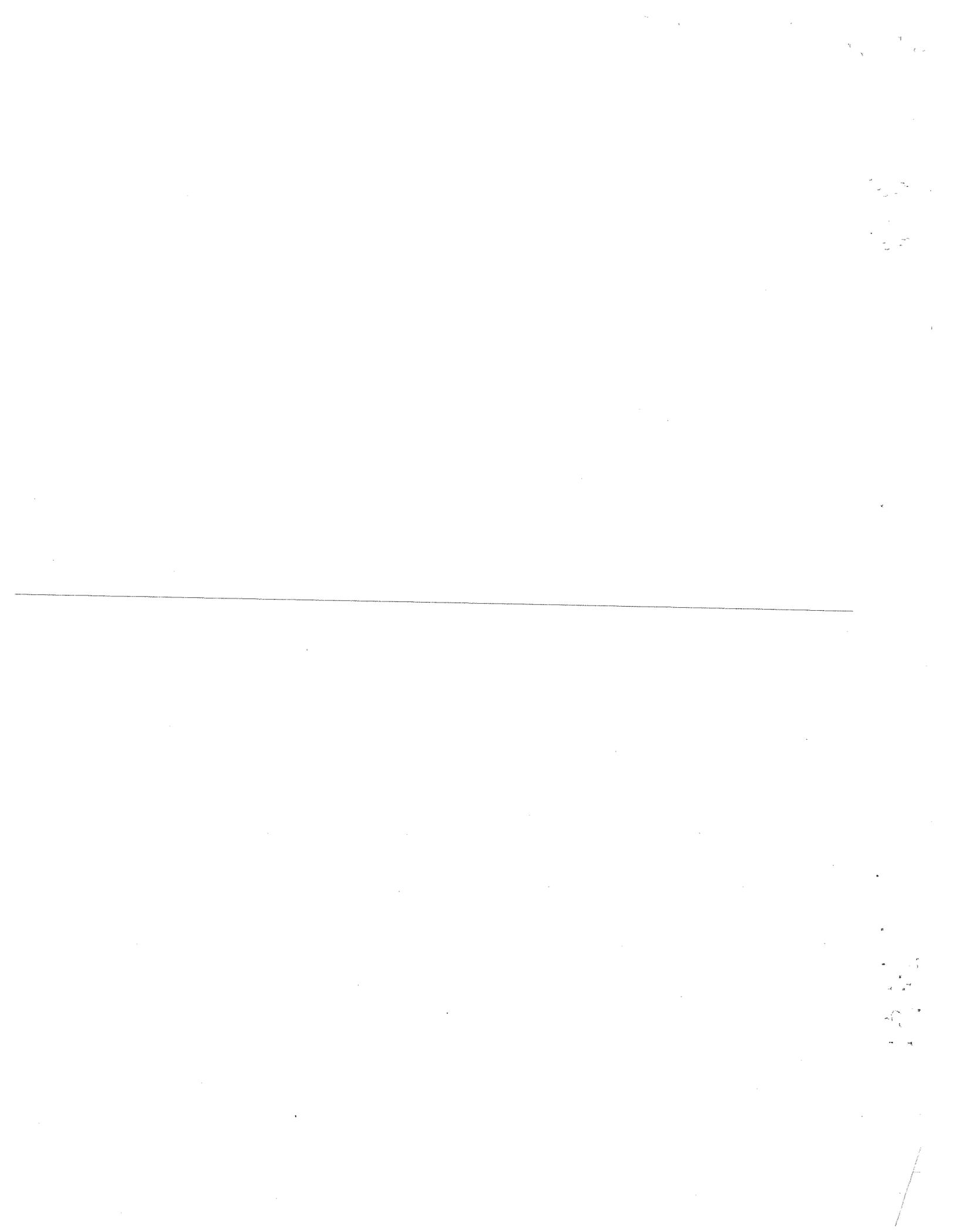


Town of Poughkeepsie Employees Unit
Dutchess County Local 814

January 1, 2005 - December 31, 2007

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
I	RECOGNITION AND DUES DEDUCTION	1
II	WORKDAY – WORKWEEK	3
III	COMPENSATION	4
IV	SAFETY AND HEALTH	8
V	PAID HOLIDAYS	10
VI	VACATION WITH PAY	10
VII	LEAVES	12
VIII	INSURANCE AND RETIREMENT	15
IX	EMPLOYEE STATUS AND RIGHTS	18
X	UNION STATUS AND RIGHTS	19
XI	TOWN STATUS AND RIGHTS	20
XII	CONFORMITY WITH LAW AND PRACTICE	21
XIII	TERM OF AGREEMENT	21
	NOTARY PAGE	23
	APPENDIX "A" - SALARY SCHEDULE January 1, 2005 – December 31, 2005	24
	APPENDIX "B" - SALARY SCHEDULE January 1, 2006 – December 31, 2006	25
	APPENDIX "C" – SALARY SCHEDULE January 1, 2007 – December 31, 2007	26
	APPENDIX "D" – GRADE ASSIGNMENTS	27
	EXHIBIT "A" – GRIEVANCE DECISION	29
	EXHIBIT "B" – GRIEVANCE PROCEDURE	30



THIS AGREEMENT entered into this 26th day of July, 2006, by and between the Town of Poughkeepsie, hereinafter referred to as the "TOWN" and the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES UNION, AFL-CIO, TOWN OF POUGHKEEPSIE EMPLOYEES UNIT, DUTCHESS COUNTY LOCAL 814, UNIT 6665, hereinafter referred to as the "UNION".

WITNESSETH:

WHEREAS, the parties hereunto declare it to be their mutual policy to promote harmonious labor relations between the Town and its employees through the principle of collective bargaining; and

WHEREAS, both parties affirm that the terms and conditions of employment should be designed to attract and maintain the best personnel available for employment in the Town; and

WHEREAS, both parties affirm that each Town employee should at all times be a dedicated, courteous and efficient representative of public employment;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the Town and the Union hereby agree as follows:

ARTICLE I
RECOGNITION AND DUES DEDUCTIONS

SECTION 1 – RECOGNITION

A. Recognition

The Town, acting through its Town Board, does hereby recognize the Union as the sole and exclusive negotiating agent for all employees described in "B" below, for the purposes of collective bargaining and grievance administration for the maximum period set forth in the Public Employees Fair Employment Law.

B. Collective Bargaining Unit

The Town Employee Collective Bargaining Unit shall be composed of:

1. All titles in the Sewer and Recreation Departments, excluding the Chief Sewage Treatment Plant Operator and the Recreation Director;

2. All clerical titles in the following departments: Assessing, Building, Police, Highway, Accounting, Water, Court (except Clerk to the Justice), Planning, Tax, Zoning, Engineering, Town Hall and Data Entry Operator, Stenographer, Assessor's Aide;

3. The titles of Assistant Zoning Administrator, Police Assistant, Receptionist, Cleaner-Janitor and Computer Programmer, Traffic Maintenance Mechanic, Automotive Mechanics, Data Entry Operator, Data Entry Lister, Assessor Aide, Secretary to Planning Board and Zoning Board, Animal Control Officer;

4. The titles of Deputy Building Inspector, Deputy Building Inspector (Electrical), Junior Planner, Court Clerk, Planning Housing Program Assistant, Assistant Engineer and Juvenile Counselor, Town Building Administrator, Deputy Zoning Administrator, Plumbing Inspector, Youth Aide, Real Property Appraiser, and Fire Inspector.

Any job category or title not specifically included herein is excluded from the unit.

C. Employee Definitions

Part-time Employees - Those employees hired on a permanent basis who work 50% or less of the normal workweek of any full-time employee in the same title or position. Permanent part-time employees receive vacation leave, sick leave and holidays on a pro-rated basis. Permanent part-time employees shall be hired at the entry level rate for their title or position and shall move accordingly. They shall pay either union dues or agency fees. Part-time clerks hired as Senior Citizen Aides shall be excluded from this definition.

Temporary Employees - Those employees hired to work on a seasonal or emergency basis or as a leave replacement for a permanent employee. Temporary employees can work up to 40 hours per week for a maximum of 6 months per year. Temporary employees are paid at the entry level for their title and shall remain there. They receive no benefits, are not included in the bargaining unit and pay no union dues or agency fees. Clerks hired as Tax Office help are exempt from the above.

SECTION 2 - DUES AND AGENCY FEE DEDUCTIONS

A. The Town will deduct Union dues and premiums for CSEA Group Insurance Programs from employees' salaries upon receipt of authorization by employees on payroll authorization cards and will forward same pursuant to said authorizations.

B. Agency Shop Fees

Commencing the first (1st) pay period following the beginning of their employment, all employees covered by this contract who are not members of the Union shall be required to pay to the Union an Agency Fee equivalent to the regular membership dues, in accordance with law.

The Town shall deduct uniformly and consistently from the wages of employees said Agency Fee in the amount so designated.

C. Remittance of Deductions

The Town will remit the deductions referred to in "B", above, to the Civil Service Employees Association, Inc., 143 Washington Ave., Albany, NY 12210.

The Town agrees to remit such monies exclusively for the Union as the recognized exclusive negotiating agent for employees in the Unit.

D. Deduction Change

If at any time during the life of this contract, the specific amounts of any deduction shall be changed, the Union shall notify the Town in writing of said change.

ARTICLE II
WORKDAY - WORKWEEK

SECTION 1 - NON-SHIFT EMPLOYEES

The normal workweek, for other than part-time employees, is a regularly scheduled eight (8) consecutive hours per day, as presently in effect, forty hours per week Monday through Friday, inclusive of one (1) hour meal period and two (2) fifteen minute break periods to be considered as time worked.

The meal and break periods shall be scheduled by the department head.

SECTION 2 - SHIFT EMPLOYEES

The normal workweek, for other than part-time employees, is regularly scheduled eight (8) consecutive hours per day, inclusive of a one (1) hour meal and two (2) fifteen minute break periods to be considered as time worked.

The two (2) consecutive days off within each workweek shall be as mutually agreed upon between the employee and the department head consistent with the efficient operation of the department.

The meal and break periods shall be scheduled by the department head.

Sewer plant operators will be allowed to sit in on the make-up of the rotating watch list, in an advisory capacity.

SECTION 3 - TOWN HALL CUSTODIAL EMPLOYEES

The normal workweek, for other than part-time employees, is eight (8) hours per day, forty (40) hours per week, Monday through Friday, between the hours of 7:00 a.m. and 6:00 p.m., inclusive of a one (1) hour meal and two (2) fifteen minute break periods

considered as time worked. The meal and break periods shall be as mutually agreed upon between the employee and the department head and schedule for the most convenient operation of the Town Hall.

SECTION 4 - POLICE ASSISTANTS

Fixed shifts have become applicable for the Police Dept., hence, the Police Assistants' schedule, including days off, shall be fixed accordingly to follow their squad assignments. Police Assistants' work shift schedule will be determined by seniority bid selection on an annual basis. The fifth (5th) Police Assistant's normal work schedule is Monday through Friday (days).

Although the workweek provides for a one (1) hour meal period, the parties agree that, as provided by the general language in Article II, Section 5, a Police Assistant may regularly be required to work for one-half of the meal period for which time and one-half (1-1/2) will be paid. If a Police Assistant is required to remain beyond the normal workday, they will receive time and one-half (1-1/2).

SECTION 5 - WORKING HOURS

A daytime shift shall be deemed to be any eight (8) hours of employment that may be worked between 6:00 a.m. and 6:00 p.m. In those agencies or departments where it is necessary to conduct certain functions or operations on a twenty-four (24) hour basis or on other than 8:00 a.m. to 4:00 p.m. basis or in an emergency, the working days and hours of an employee may be established by the Department Head. Employees who leave work for one-half (1/2) day will be charged only for one-half (1/2) hour lunch.

SECTION 6 - RECORD OF ATTENDANCE

Daily time records, showing actual time worked as well as all sick leave, personal leave, vacation time and compensatory time earned or used by any employee, shall be maintained in each department.

ARTICLE III **COMPENSATION**

SECTION 1 - WAGES

- A. For the period January 1, 2005 through the period December 31, 2007, the parties adopt the salary schedule set forth in Appendices A, B, and C.

Effective 1/1/05, all employees will have three and one-half percent (3.5%) added to their base pay.

Effective 1/1/06, all employees will have three and three quarters (3.75%) added to their base pay.

Effective January 1/1/06, Auto Mechanics will be changed from Grade 6 to Grade 7.

Effective 1/1/07, all employees will have three and three quarters (3.75%) added to their base pay.

Employees shall advance on these salary schedules from their prior contract placement as therein set forth.

B. The parties adopt the grade and classification structure set forth in Appendix D.

C. Payment in 2005 shall be retroactive to January 1, 2005.

D. Rules of Procedure

1. An employee hired between January 1st and June 30th of any year will be eligible on January 1st of the following year to advance to the next highest step in grade.

2. An employee hired between July 1st and December 31st of any year will not be eligible on January 1st of the following year to advance to the next step, will be so eligible on the second January 1st, following the July 1st - December 31st period of hire.

3. An employee who is promoted any number of grades will be placed on that step of the grade to which he is promoted which provides for a minimum 8% increase in salary, provided that the percentage increase will not put the employee's salary at an amount greater than provided in the schedule.

4. The salary of newly hired employees within the bargaining unit shall be determined by the Town, subject to applicable law. The probation period shall be no less than 11 or more than 52 weeks in the discretion of the Town. Advancement thereafter shall be with the salary schedule.

5. The Town may hire new employees beyond the first step with notice to the Union, but no higher than any incumbent or the lowest paid person in a particular title. In a single person title, a person may be raised to Step 4. New hires shall receive up to half credit for previous public sector employment in a similar title.

SECTION 2 - SHOW-UP PAY

If an employee reports for work as scheduled and work is not available through no fault of the employee, said employee shall be paid for the day at the applicable rate of

pay. This language shall not be construed as requiring an employee for whom no work is available to be permitted to leave said employee's work post.

SECTION 3 - OUT-OF-TITLE PAY

An employee assigned to perform on an emergency and/or temporary basis the duties of a higher job/grade classification shall, after eight (8) hours each pay period, be paid from the first (1st) hour as if he had been promoted to that position as otherwise provided for in the contract. Employees assigned to a lower job/grade classification shall receive their normal rate of pay.

SECTION 4 - FLUSHER, TV AND GROUTING SYSTEM

Employees who operate the flusher and/or the TV and grouting system shall be paid fifty (\$.50) cents per hour in addition to their regular wage while operating said equipment. Flusher operators must have a CDL Class B license and shall be responsible for the driving and operation of the equipment.

SECTION 5 - COMMERCIAL DRIVER LICENSE TEST/NON-CDL CLASS C/TOW TRUCK ENDORSEMENT

The Town shall reimburse an employee for the Commercial Driver License Test, Non-CDL Class C Test, and Tow Truck Endorsement Test fee, where such licensing is required for the employee's work. Reimbursement shall be made upon proof that the employee has passed such test. No employee shall receive more than one reimbursement for such fee.

SECTION 6 - OVERTIME

A. Overtime

1. For the purpose of determining whether an employee is entitled to overtime pay, personal leave, vacation time, and sick time shall be considered time worked in an employee's normal workweek.

2. Employees working overtime shall receive said overtime pay on the payday following the week in which said overtime has occurred.

3. Overtime shall be rotated on an equitable basis among all qualified employees within each department.

4. Once scheduled, an employee's workweek shall not be changed in order to avoid the payment of overtime.

B. Overtime Pay/Compensatory Time

An employee working overtime hours which have been authorized by his department shall be paid time and one half (1-1/2) the employee's normal rate of pay for:

1. All time worked in excess of forty (40) hours in one (1) week. Employees shall receive time and one-half (1-1/2) any day they are mandated to remain on the job beyond the normal workday.

2. All time worked on the employee's sixth or seventh day of scheduled workweek with a minimum guarantee of four (4) hours.

3. Except as provided for in subsection 4 of this Section, all time worked on a holiday (not the "in lieu day") and/or authorized leave days with a minimum guarantee of four (4) hours in addition to the holiday pay or authorized leave day pay.

4. Double time the employee's normal rate of pay shall be paid for all time worked on Thanksgiving, Christmas and New Year's Day (not the "in lieu day") with a minimum of four (4) hours in addition to the holiday pay.

5. An employee must use compensatory time accrued within the same calendar year or receive payment in cash for such time, provided, however, that an employee must give twenty four (24) hours advance notice of their intent to use compensatory time. Compensatory time may be used in one-half (1/2) hour minimum units.

6. An employee may accumulate no more than one hundred (100) hours of compensatory time annually, and an employee may not carry over compensatory time beyond the last day of the year.

C. Call Back Pay

Employees who are called in or called back to work before or after the employee's normal workday or on the employee's scheduled day off shall be paid in cash for the actual hours worked with a minimum guarantee for four (4) hours pay at the applicable overtime rate. Hours of work by employees which are pre-scheduled consecutive with their normal daily schedule shall not be construed as call in or call back time. Appearances by the Assistant Zoning Administrator in court or to assist the Zoning Board of Appeals or appearances by the Junior Planner and Deputy Building Inspector and Fire Inspector to attend pre-scheduled meeting or for court appearances shall not be construed as call in or call back time.

SECTION 7 - ALLOWANCES

A. Mileage Reimbursement

Employees under this agreement who use their own cars for Town business will be reimbursed for vehicle expenses at the applicable IRS rate. Requests for payment must be in writing on Town forms and certified by the department head or supervisor.

B. Tuition Reimbursement

The Town will pay for an employee's job related education or training expenses when sent to school, as authorized by the Town.

SECTION 8 - LONGEVITY

Effective January 1, 2005, the annual non-cumulative longevity payment shall be made to employees upon their anniversary date of hire as set forth below:

9-12 years of service	\$650
13-19 years of service	\$1200
20 years or more	\$2500

Effective January 1, 2006, the annual non-cumulative longevity payments shall be made to employees upon their anniversary date of hire as set forth below:

9-12 years of service	\$1000
13-19 years of service	\$1,550
20 years or more	\$2850

Longevity payments shall not be considered salary or overtime in calculating any percentage increase.

Longevity payments will be computed in an employee's hourly rate for the purpose of computing overtime.

SECTION 9 – SHIFT DIFFERENTIAL

Effective 1/1/06, employees working shift one or four one (Midnight until 8:00 a.m. or 11:00 p.m. until 7:00 a.m.) shall be paid a three percent (3%) shift differential for all hours actually worked during that period of time.

ARTICLE IV
SAFETY AND HEALTH

SECTION 1 - SAFETY COMMITTEE

The Town and the Union recognize and agree to the principle that the work place shall be safe and healthful. To better achieve this goal, a Work Place Safety Committee shall meet at least quarterly or as warranted by particular situations to identify safety and health issues affecting the work place and recommend appropriate action to remedy problems which may exist. The Committee shall be comprised of four members, two from the bargaining unit designated by the Union and two non-unit Town supervisory employees designated by the Town Supervisor.

SECTION 2 - SAFETY EQUIPMENT

The Town and the Union agree that employees shall utilize appropriate safety equipment to reduce the risk of work place injury.

SECTION 3 - SAFETY AND HEALTH

Sewer Department employees, upon proper documentation in a form acceptable to the Town, shall be reimbursed up to a maximum amount of \$300 for one physical examination by a medical doctor and related medical tests during the term of this agreement. Exams shall be scheduled in accordance with guidelines established by each employee's respective health insurance company with the Town responsible for reimbursement of any non-covered expense.

SECTION 4 - UNIFORMS AND EQUIPMENT

A. General

In order to insure proper working conditions and promote the safety and welfare of Town employees and in accordance with the previous articles and sections of this agreement, the Town will provide the following items of clothing and equipment to the employees under this agreement:

1. Sewer Department - Elbow length rubber gloves, short rubber gloves, cloth gloves with leather palms, safety glasses, safety colored vests for road work, safety barricade equipment, fluorescent jackets and raincoats.

2. The following shall be allowed two hundred (\$200.00) dollars per year for the purchase of safety shoes: Animal Control Officer, Assistant Town Engineer, Auto Center, Building Administrator, Data Lister, Deputy Building Inspector, Engineering, Fire Inspector, Janitor, Plumbing Inspector, Police Department Cleaners, Police Traffic Maintenance, Recreation, and Sewer.

3. Uniforms - The Town agrees to supply appropriate uniforms for Sewer and Recreation Department personnel (excluding clerical workers), for Town Hall Custodian, Auto Center Personnel, Police Traffic Maintenance, Cleaners, and Building Maintenance Mechanic.

4. Uniform Allowance – Effective January 1, 2006 the uniform allowance for Police Assistant and Animal Control Officer shall be reimbursed at the rate of four hundred and fifty dollars (\$450.00) per year.

5. Lockers - The Town will supply employees with stand-up lockers where appropriate.

B. Maintenance of Equipment

All equipment and clothing provided by the Town shall remain the property of the Town and shall remain in the custody of the individual departments. All such equipment and clothing, as well as Town property, shall be treated with proper and reasonable care by the employees using same. Employees shall be responsible for replacing any Town property that is damaged, lost or stolen as a result of negligence on their part.

Department Heads shall periodically inspect all safety equipment.

ARTICLE V
PAID HOLIDAYS

The following shall be considered holidays with pay and, as such, allowed days off with pay in accordance with the provisions of this agreement.

New Year's Day	Columbus Day
Martin Luther King Day	Election Day
Presidents' Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving
Labor Day	Christmas Day

In the case of non-shift workers, if any of the above holidays falls on a Sunday, the employee will have the following Monday off as the holiday, or if any of the above holidays falls on a Saturday, the employee will have the previous Friday off as the holiday. Regularly scheduled shift workers shall have some other day off as an "in lieu day" as agreed to with the Department Head.

For the purpose of computing premium pay, the holiday will be deemed to have fallen on its actual date.

ARTICLE VI
VACATION WITH PAY

A. Employees will receive vacation as follows:

1. Five (5) days vacation during the first calendar year of employment.
2. Ten (10) working days vacation during the second through fifth calendar year of employment.
3. Fifteen (15) working days vacation during the sixth through tenth calendar year of employment.
4. Twenty (20) working days vacation during the eleventh through the nineteenth calendar year of employment.
5. Twenty-five (25) working days vacation after twenty (20) calendar years of employment.
6. Employees hired between January 1 and June 30 of any calendar year during the term of this agreement shall receive five (5) working days vacation to be taken during the calendar year in which the employee was hired, after the expiration of six months continuous employment.

If such employee was hired between June 15 and June 30, the employee shall take such five (5) days vacation between December 15 and December 31 of that year.

B. Vacation days cannot be carried over into the following year unless a written request for such action is approved by the Town Board. Such approval may be granted only for extraordinary reasons.

C. Vacation Scheduling

Vacation schedules shall be governed by seniority. Department heads shall schedule vacation time consistent with the needs of the Department. Any employee may utilize vacation in minimum unit of not less than eight (8) hours.

D. Vacation Transfer Credit

When an employee transfers between departments within the Town, the employee will not lose any vacation time for the year in which the employee is transferred. The department head releasing the employee will inform the department head accepting the employee of the amount of vacation time for that yearly period.

E. Unused Vacation Time

Upon separation from the Town and if the employee is in good standing, or in the case of retirement or death of an employee, the employee or the employee's estate shall be paid the monetary value of accumulated earned vacation time which has been unused.

F. Advance Vacation Pay

Advance vacation pay shall be requested at least two weeks before the vacation period requested, and may be granted for not less than one consecutive work week period.

ARTICLE VII LEAVES

SECTION 1 - SICK LEAVE

A. Employees shall be allowed twelve days sick leave per twelve month period earned at the rate of one day for each month employed starting with day of initial employment. For payroll purposes, employees must appear on the payroll for a minimum of one-half (1/2) the actual number of working days in the month to be eligible to accrue a sick day for that month. There will be no limit on sick day accumulations for use for actual sickness. See paragraph "F" herein as to accumulation and payment of sick time for other purposes. Sick leave accruals may be taken in one-half (1/2) hour increments.

B. Doctor's Certificate

If an employee is absent from work due to illness for a period of three (3) consecutive days or more, a doctor's certificate, upon return to work, as to the nature and degree of the illness may be required by the department head.

C. Notification

Employees are responsible for reporting and justifying their use of sick leave. Advance notification of sick leave should be given whenever possible and, in any event, notification must be given no later than one hour before the employee's normal time for reporting to work. In the event that the absence of any employee would necessitate that a substitute be called in, the department head may request earlier notification. In no case will an employee be required to report sick leave more than two hours prior to the start of the workday.

D. A department head may require that an employee who has been absent because of personal illness or disability be examined by a Town designated physician prior to the employee's return to work. This examination will be paid by the Town and

is intended to establish that the employee is not disabled for the performance of normal duties and that the return to work will not jeopardize the health and safety of the returning or other employees.

E. Sick Leave Transfer Credit

When an employee is transferred within the Town to another position, accumulated sick leave credits shall be transferred with the employee. The releasing department head is responsible for notifying the accepting department head of the amount of such transferred credits.

F. Unused Sick Leave Time

Upon retirement or death ("retirement" being defined as receiving benefits under the New York State Retirement System, or Social Security benefits at age 62 and thereafter), an employee or an employee's estate, as the case may be, shall be paid for all unused accumulated sick leave credits up to a maximum of one hundred (100) days and one hundred (100%) percent of the employee's normal rate of pay.

Effective November 16, 2005, an employee who has more than 100 accumulated sick days will not be reduced below the 100 day contract maximum as stated in the above paragraph. However, such employee may not accumulate additional sick time for payment above the amount standing to his credit on that date.

In the event an employee with more than 100 sick days falls below the 100 day maximum, he may not thereafter accumulate sick days for payment in excess of the 100 day maximum.

SECTION 2 - PERSONAL LEAVE

A. Personal Leave Defined

Personal leave is for personal business including religious observance.

B. Allowance

Each employee shall be entitled to five (5) personal leave days during each year.

Personal leave time may be taken in one-half (1/2) hour increments.

New employees employed for less than six (6) months in the initial calendar year of employment shall be eligible for two (2) personal leave days during the calendar year.

C. Unused Personal Leave

Unused personal leave time within a twelve (12) month period will be accumulated and added to accrued sick leave.

SECTION 3 - CIVIL SERVICE EXAMINATION LEAVE

An employee shall be eligible for leave with pay while taking a Civil Service examination during regular working hours provided that such examination is for employment by the Town of Poughkeepsie. This provision shall apply to written, oral and performance tests including physical examinations. Employees called for an interview for possible interdepartmental transfer will also be eligible for leave with pay. No leave taken under this section will be charged against personal leave time.

SECTION 4 - LEAVE FOR COURT, JURY AND MILITARY

A. An employee who is required to appear for jury duty or who is under subpoena or who must appear in court for any other reason shall be granted leave with pay for such required attendance provided that any fees, exclusive of mileage and/or meals received for such attendance, shall be paid to the Town by the employee; provided, however, that this section shall not apply to any absence by an employee occasioned by such an appearance if the employee is a party in the action or proceeding.

B. Military Leave

Military leave of two weeks, with pay, per year shall be granted in accordance with Federal and State Law.

SECTION 5 - LEAVE REQUIRED BY LAW

The Town shall grant any leave of absence, with pay, as required by law.

SECTION 6 - LEAVE DUE TO INJURY OR DISEASE INCURRED IN THE PERFORMANCE OF DUTY

A. 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 insurance carrier. This leave shall not be charged against accumulated sick leave credits. An adjudication by the Workers' Compensation Board as to whether an injury arose in the course of employment shall be final and conclusive as to the Town.

B. Before allowing any such leave with pay, the department 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, the department head may require a physical examination, paid for by the Town, as a condition of return to work to establish

that the employee is able to perform normal duties and that the employees' return to work will not jeopardize the health and safety of the returning or other employees. In addition, the department head may require a physical examination, paid for by the Town, as a condition of the proof of the employee's inability to return to work.

SECTION 7 - LEAVE WITHOUT PAY

The Town Board may authorize a leave of absence, without pay. All leaves will be granted in accordance with Dutchess County and Town Civil Service rules.

A leave of absence or extension without pay shall be granted for a specified period of time. Such leave may, with the concurrence of the employee, be terminated prior to its expiration. Pregnancy shall be treated in the same manner as any other non-job related disability as provided by law.

SECTION 8 - BEREAVEMENT LEAVE

Bereavement leave shall be provided on the occasion of death of a member of the immediate family, as defined below, of five days not chargeable to any accruals. The immediate family is defined as: spouse, children, sibling, parents, parents of a current spouse and grandchildren. For grandparents, brother-in-law and sister-in-law, employees shall receive three (3) days leave not chargeable to any accruals.

SECTION 9 - SNOW DAYS

Any unit employee performing Town duties during a period in which Town offices are closed by direction of the Town Supervisor due to weather conditions shall receive one hour paid vacation for each hour worked during such period, which shall be taken within thirty (30) days of accruals.

ARTICLE VIII **INSURANCE AND RETIREMENT**

SECTION 1 - HEALTH INSURANCE AND HOSPITALIZATION

A-1. The Town shall offer the following four medical insurance plans to members of the bargaining unit:

- * MVP HMO Co-Pay 20 with \$5/\$20 prescription drug coverage.
- * MVP POS Co-Pay 20 with \$5/\$20 prescription drug coverage.
- * Empire HMO Co-Pay 20, \$250 hospital deductible, \$5/\$15/\$25 prescription drug coverage.

* New York State Health Insurance Program (NYSHIP)

A-2. The MVP HMO set forth in paragraph A-1 shall become the base plan available to members of this bargaining unit. Members of the bargaining unit who elect this plan shall not be required to contribute a premium co-pay. Members of the bargaining unit who elect any other plan offered by this agreement shall be required to pay 25% of the difference in premium between the MVP HMO (base plan) and the selected plan for the type of coverage chosen (individual, family, etc.).

A-3. Effective November 16, 2005, employees hired after that date will be required to contribute 5% of the premium of the base plan in addition to paying 25% of the premium cost difference between the base plan and any more expensive plan offered by the Town should they select other than the base plan.

A-4. Effective January 1, 2006, for employees enrolled in the base plan, the employer will establish a flexible spending account and will seed that account with \$100.00 annually for employees enrolled in individual coverage and \$200.00 annually for employees enrolled in family coverage.

A-5. Change in Carriers. In the event of a change of health insurance carriers or the election by the Town to self-insure any one or more of the coverages provided hereunder, such change shall be made only after sixty (60) days' notice to and subsequent negotiations with the Association. The benefits thereafter provided by the new carrier or under a self-insured program shall be equal to or better than the benefits provided by the coverage in effect at the time of such change.

B. Retiree and Spouse

The Town shall pay thirty-five percent (35%) of the medical insurance plan premium for those employees retiring with 10 to 19 years of service. The Town shall pay fifty percent (50%) of such premium for those employees retiring with 20 to 29 years of service. The Town shall pay eighty percent (80%) of such premium for those employees retiring with 30 or more years of service. "Retirement" is defined as employees receiving benefits under the New York State Retirement System, or receiving Social Security benefits at age 62 and thereafter.

SECTION 2 - DENTAL INSURANCE

The Town agrees to administer the Employee Benefit Fund "Dutchess Dental Plan" with the employee responsible for the entire cost, as long as the unit meets the criteria as established by the Employee Benefit Fund.

SECTION 3 - OPTICAL PLAN

The Town shall provide membership payment for eligible employees in the Platinum 12 Optical Plan as administered by the Employee Benefit Fund, as authorized by Town Board resolution, and in accordance with the terms of such Optical Plan. This section shall apply to employees covered under this agreement only.

SECTION 4 - RETIREMENT

The Town shall participate in the New York State Employees Retirement System Article 14 and Article 15 for all Tier 3 and Tier 4 employees eligible by law. The Town agrees to upgrade from Plan 75(g) to Plan 75(i) for all eligible Tier I and Teri II employees eligible by law. Employees shall be eligible for benefits in accordance with the particular Tier plan applicable to the employee based on his or her date of hire, or such other criteria as may be established by law.

1. First Tier - For those employees who last became members on or before June 30, 1973.

2. Second Tier - For those employees who last became members on or after July 1, 1973, and who are covered by the provision of Article II of the Retirement and Social Security Law.

3. Third Tier - For those employees who last became members on or after July 1, 1976, and who are covered by the provision of Article II of the Retirement and Social Security Law.

4. Fourth Tier - For those employees who last became members on or after September 1, 1983, and who are covered by the provision of Article II of the Retirement and Social Security Law.

SECTION 5 - WINDOW PERIODS

An open enrollment period shall be listed in the contract and employees shall receive at least a one (1) month notification of such period in order that they may change to a different health care plan.

SECTION 6 - RETIREMENT PLAN

The Employer shall provide payroll deduction for any employee seeking to participate in a Section 457 Plan.

SECTION 7 - HEALTH CARE BUY-OUT

Those unit members who choose to give up family health insurance will receive two thousand five hundred (\$2500) dollars per year.

Those unit members who choose to give up individual health insurance will receive seven hundred and fifty (\$750) dollars per year.

Those unit members who have spouses working for the employer must inform the employer as to their health insurance needs.

Employees shall receive this payment in a separate check during the first fifteen (15) days of December.

Members of the bargaining unit hired on or after January 1, 2005 who have a spouse employed by the Town will be eligible for either individual coverage or will be eligible for participation in a family plan if elected by the spouse. In either case there will be no "buyout" for health care.

SECTION 8 - LIFE INSURANCE

Effective January 1, 2006, the Town will provide life insurance for each employee in the amount of \$20,000.00

ARTICLE IX
EMPLOYEE STATUS AND RIGHTS

SECTION 1 - RIGHTS OF REPRESENTATION

The Town recognizes the right of the employees to designate 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. Such employees' representatives shall also be permitted to appear at public hearings before the Town Board upon the request of the employees.

SECTION 2 - NON-DISCRIMINATION

The Town shall so administer its obligation 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 sex, age, nationality, race, creed or marital status.

SECTION 3 - SENIORITY

A. All matters pertaining to working conditions, working hours, place of employment or any other matter dealing with employment under this agreement shall be regulated on a seniority basis.

B. Seniority shall prevail in all matters under this agreement providing that, in the opinion of the department head or supervisor, the rights of the Town or the service which the Town is to render will not be hindered.

C. Seniority shall begin on the first day of employment for all employees. Seniority shall apply to holiday, vacation, and personal leave days available to employees in the unit.

SECTION 4 - JOB POSITION

A. The Town will post announcements as to job vacancies.

B. New positions created by the Town are to be publicized along with qualifications of the positions on the bulletin board within the Town's premises. This is to be done ten (10) days prior to the filling of said position.

SECTION 5 - JOB DESCRIPTIONS

Job descriptions for positions within this contract when provided by the Dutchess County Department of Civil Service will be found in the Dutchess County Classification Survey dated April 6, 1979 and as thereafter amended.

SECTION 6 - PERSONNEL FILES

There will be only one (1) personnel file, which is to be on file in the Town Hall. Each employee, upon request to the supervisor or department head, shall be permitted to review his/her personnel file. The Town shall furnish copies of documents in said file to the employee upon his/her request.

Upon an employee's written request, a report of adverse work performance more than three (3) years old shall be removed from the employee's personnel file. In addition, a report of adverse work performance placed in the employee's personnel file may be removed at any time upon the agreement of the official of the Department or Agency designated for this purpose.

SECTION 7 - LAYOFF PROCEDURE

In the event the Town reduces its work staff, all labor and non-competitive employees shall enjoy the same rights, privileges and immunities as are provided for competitive employees pursuant to the Civil Service Law of the State of New York.

SECTION 8 - GRIEVANCE PROCEDURE

The grievance procedure for employees of this Unit is annexed hereto as Exhibit "B". The grievance decision of John Bahret dated October 23, 1991 shall be included to the contract as Exhibit "A".

ARTICLE X **UNION STATUS AND RIGHTS**

SECTION 1 - VISITATION RIGHTS

Officers of the Union shall be allowed reasonable time to conduct Union business during normal working hours providing, however, they are scheduled in advance, except in emergencies, agreed to by the department head or supervisor, and in no way interfere or hinder either the employees work or the services or work the Town is to provide.

The officers or agents of the Union shall have the right to visit the employer's facilities for the purpose of adjusting grievances and administering the terms and conditions of this contract.

SECTION 2 - LEAVE FOR UNION BUSINESS

An aggregate total of eight (8) days paid absences per year, unit wide, will be allowed to attend Union conferences.

SECTION 3 - POSTING AND COMMUNICATION RIGHTS

The Union shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the Town subject to the approval of the contents of such notices and communications by the Town Supervisor or his or her designee.

ARTICLE XI **TOWN STATUS AND RIGHTS**

SECTION 1 - MANAGEMENT RIGHTS

The Town 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 of the building, real estate, materials, vehicles, parts, tools, machinery and all other equipment which may be used in the operation of its business or supplying its services; to determine whether and to what extent the work required in operating its business and supplying its services shall be performed by employees covered by this agreement; to maintain order and efficiency in all its departments and

operations, including the right to discipline, suspend and discharge employees for cause, to hire, layoff, assign, promote and determine qualifications of employees; to determine the starting and quitting time and the number of hours to be worked.

SECTION 2 - RIGHTS NOT INCLUSIVE

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

ARTICLE XII **CONFORMITY WITH LAW AND PRACTICE**

SECTION 1 - MAINTENANCE OF STANDARDS

Any rights, privileges or benefits already accorded the employees of the Town of Poughkeepsie shall not be rescinded, except by virtue of this agreement or change in State or Federal Law.

SECTION 2 - MANDATED PROVISIONS OF LAW

A. Affirmation of No Strike

The Union affirms that it does not assert the right to strike against the Town, to assist or participate in any 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.

B. Legislative Action

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law, or providing the additional funds, therefore shall not become effective until the appropriate legislative body has given approval.

C. The Town of Poughkeepsie affirms that it will not lockout any and all employees of CSEA, Inc.

ARTICLE XIII **TERM OF AGREEMENT**

THIS AGREEMENT shall be and remain in effect from the first day of January 2005 to the 31st day of December 2007.

IN WITNESS WHEREOF, the parties have hereunto signed this agreement the day and year first above written.

For the TOWN OF POUGHKEEPSIE

BY: Patricia Myers
Patricia Myers, Supervisor

For the TOWN OF POUGHKEEPSIE CIVIL SERVICE EMPLOYEES' ASSOCIATION

BY: Patrick Brown
Patrick Brown
President, Unit #6665

BY: Doug Morrison
Doug Morrison
Labor Relations Specialist

On this 26th day of July, 2006, before me, the undersigned, a Notary Public in and for said State, came Patricia Myers, 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, being by me duly sworn, acknowledged to me that she resides in the Town of Poughkeepsie, County of Dutchess, State of New York, that she is the Supervisor of the Town of Poughkeepsie, the municipal corporation described in the above instrument, and executed the above instrument, and that she knows the seal of said corporation, that the seal affixed to said instrument is such corporation seal, that it was so affixed by order of the Town Board of the Town of Poughkeepsie, that she signed his name there by like order, and that she executed this instrument in her capacity as Supervisor and on behalf of the Town of Poughkeepsie.

THOMAS D. MAHAR, JR.
NOTARY PUBLIC, State of New York
Qualified in Dutchess County
Commission Expires Dec. 31, 2009


Notary Public

On this 26th day of JULY, 2006, before me, the undersigned, a Notary Public in and for said State, came Patrick Brown, 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, being by me duly sworn, acknowledged to me that he executed the same in his capacity as the President of the Town of Poughkeepsie Employees' Unit # 6665 of the Dutchess County Local of the Civil Service Employees' Association, Inc., an incorporated association, and that he was authorized to do so.


Notary Public

LOUISE E. BARANICK, NOTARY PUBLIC
State of New York
No. 4750378 Dutchess County
Commission Expires 2/28/2010

On this 26th day of JULY, 2006, before me, the undersigned, a Notary Public in and for said State, came ~~Stephen Blawie~~
DOUG MORRISON, 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, being by me duly sworn, acknowledged to me that he executed the same in his capacity as the Collective Bargaining Specialist of the Civil Service Employees Association, an incorporated association, and that he was authorized to do so.


Notary Public

LOUISE E. BARANICK, NOTARY PUBLIC
State of New York
No. 4750378 Dutchess County
Commission Expires 2/28/2010

APPENDIX "A"

Salary Schedule

January 1, 2005 - December 31, 2005

Grade	Step 1	Step 2	Step 3	Step 4	Step 5
1	\$ 10.99	\$ 11.46	\$ 11.89	\$ 12.36	\$ 13.00
2	\$ 11.89	\$ 12.36	\$ 12.85	\$ 13.40	\$ 14.02
3	\$ 12.85	\$ 13.40	\$ 13.90	\$ 14.47	\$ 15.19
4	\$ 13.91	\$ 14.47	\$ 15.05	\$ 15.65	\$ 16.45
5	\$ 15.05	\$ 15.65	\$ 16.29	\$ 16.91	\$ 17.76
6	\$ 16.29	\$ 16.91	\$ 17.60	\$ 18.30	\$ 19.22
7	\$ 17.60	\$ 18.30	\$ 19.04	\$ 19.81	\$ 20.78
8	\$ 19.04	\$ 19.81	\$ 20.60	\$ 21.45	\$ 22.49
9	\$ 20.60	\$ 21.45	\$ 22.27	\$ 23.16	\$ 24.31
10	\$ 22.27	\$ 23.16	\$ 24.08	\$ 25.06	\$ 26.28
11	\$ 24.08	\$ 25.06	\$ 26.07	\$ 27.10	\$ 28.43
12	\$ 26.07	\$ 27.10	\$ 28.19	\$ 29.32	\$ 30.75

APPENDIX "B"
Salary Schedule

January 1, 2006 - December 31, 2006

Grade	Step 1	Step 2	Step 3	Step 4	Step 5
1	\$ 11.40	\$ 11.89	\$ 12.34	\$ 12.82	\$ 13.49
2	\$ 12.34	\$ 12.82	\$ 13.34	\$ 13.91	\$ 14.55
3	\$ 13.34	\$ 13.91	\$ 14.42	\$ 15.01	\$ 15.76
4	\$ 14.43	\$ 15.01	\$ 15.61	\$ 16.24	\$ 17.06
5	\$ 15.61	\$ 16.24	\$ 16.90	\$ 17.55	\$ 18.43
6	\$ 16.90	\$ 17.55	\$ 18.25	\$ 18.99	\$ 19.94
7	\$ 18.25	\$ 18.99	\$ 19.76	\$ 20.55	\$ 21.56
8	\$ 19.76	\$ 20.55	\$ 21.37	\$ 22.25	\$ 23.33
9	\$ 21.37	\$ 22.25	\$ 23.11	\$ 24.03	\$ 25.22
10	\$ 23.11	\$ 24.03	\$ 24.99	\$ 26.00	\$ 27.26
11	\$ 24.99	\$ 26.00	\$ 27.05	\$ 28.11	\$ 29.50
12	\$ 27.05	\$ 28.11	\$ 29.25	\$ 30.42	\$ 31.90

APPENDIX "C"
Salary Schedule

January 1, 2007 - December 31, 2007

Grade	Step 1	Step 2	Step 3	Step 4	Step 5
1	\$ 11.83	\$ 12.33	\$ 12.80	\$ 13.30	\$ 13.99
2	\$ 12.80	\$ 13.30	\$ 13.84	\$ 14.43	\$ 15.10
3	\$ 13.84	\$ 14.43	\$ 14.96	\$ 15.57	\$ 16.35
4	\$ 14.97	\$ 15.57	\$ 16.20	\$ 16.84	\$ 17.70
5	\$ 16.20	\$ 16.84	\$ 17.54	\$ 18.20	\$ 19.12
6	\$ 17.54	\$ 18.20	\$ 18.94	\$ 19.70	\$ 20.69
7	\$ 18.94	\$ 19.70	\$ 20.50	\$ 21.32	\$ 22.37
8	\$ 20.50	\$ 21.32	\$ 22.17	\$ 23.08	\$ 24.21
9	\$ 22.17	\$ 23.08	\$ 23.98	\$ 24.93	\$ 26.17
10	\$ 23.98	\$ 24.93	\$ 25.92	\$ 26.97	\$ 28.29
11	\$ 25.92	\$ 26.97	\$ 28.06	\$ 29.17	\$ 30.60
12	\$ 28.06	\$ 29.17	\$ 30.35	\$ 31.56	\$ 33.10

APPENDIX "D"
Bargaining Unit Grade Assignments

BARGAINING UNIT GRADE ASSIGNMENTS

1	Receptionist
2	Data Entry Operator
3	Account Clerk Court Clerk Data Lister Tax Records
4	Assessor's Aide Secretary to the Planning Board Secretary to the Zoning Board Janitor Clerk Typist
5	Animal Control Officer Groundskeeper Senior Account Clerk Stenographer Payroll Clerk
6	Automotive Mechanic (until 12/31/05) Planning Housing Program Assistant Police Assistant Senior Groundskeeper Sewer Maintenance Mechanic Police Traffic Maintenance Worker Senior Clerk Senior Typist
7	Environmental Laboratory Technician Head Groundskeeper Real Property Appraiser Sewer Treatment Plant Operator Trainee Juvenile Counselor Automotive Mechanic (beginning 1/1/06)

- 8 Assistant Zoning Administrator
Junior Planner
Sewage Treatment Plant Operator
- 9 Bookkeeper
Deputy Zoning Administrator
- 10 Deputy Building Inspector
Electrical Inspector
Plumbing Inspector
Fire Inspector
11. Building Administrator
- 12 Assistant Town Engineer
Senior Treatment Plant Operator

EXHIBIT "A"
*Office of
Town of Poughkeepsie*

P.O. Box 3209
Dutchess Turnpike

Poughkeepsie, N.Y. 12603

TO: Sewage Treatment Plan Operators
FROM: John Bahret, Personnel Administrator
RE: Grievance Decision – Sewer Plant Lunch Periods
DATE: October 23, 1991

As personnel Administrator of the Town of Poughkeepsie, my decision on the grievances filed by the Plant Operators is as follows:

Issue #1 – During the incineration process when there is only one operator on duty, with no other higher ranking personnel on duty, that operator will remain on site through his lunch hour and shall receive "differential" payment for 1 hour at straight time. If an emergency arises and the operator feels he must work through his lunch hour he will then be paid at 1½ times his normal rate of pay for that hour. The operator must justify the emergency status and verify his lunch hour could not be taken because of the emergency.

Issue #2 – When there are only two men on duty at the plant both men are required to remain on site through their lunch hour. A "differential" payment of 1 hour at straight time shall be paid to both men under such circumstances.

Payments for the employees affected by my decision shall be retroactive to April 30, 1991.

pc: R. Geslain
G. Cacchio
J. Bozinski
File

a: grievance. res.

EXHIBIT "B"
ARTICLE IX - SECTION 8
GRIEVANCE PROCEDURE

SECTION 1 - GRIEVANCE DEFINED

A. Limitation

The Union shall not represent any employee in a disciplinary or discharge grievance against the Town until such employee has reached the status of a permanent employee. This shall not be construed to include temporary or probationary personnel.

B. Definition

Grievance in its use is intended to mean any claimed misinterpretation, misapplication, inequitable or otherwise, of terms of this agreement or the rights claimed thereunder, or any existing conditions of employment, including discipline or discharge, which shall be processed in accordance with the following procedures.

C. Right of Presentation

1. Every employee of the Town shall have the right to present a grievance in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination or reprisal and shall have the right to be represented by the Union at no cost to the Town at all stages of the grievance procedure.

A grievance must be presented within thirty (30) calendar days of the incident sought to be grieved or it shall be deemed waived and abandoned. If the 30th calendar day falls on an official Town holiday or Saturday or Sunday, the 30th day shall be the next Town workday.

2. The Union, on behalf of either itself or an employee, shall have the right to submit a grievance.

SECTION 2 - GRIEVANCE PROCEDURE

Step One - Department Head

The department head shall discuss the grievance with the employee, make whatever investigation the department head deems appropriate and necessary and consult with the Town Supervisor to such extent as the department head deems appropriate, on an informal basis.

The department head shall make a decision and transmit it in the same manner in which the grievance was received to the grieving employee and representative, if any, within a reasonable amount of time, but not to exceed ten (10) calendar days.

If an employee presenting a grievance is not satisfied with the decision made by the department head, the employee may, thereafter request a review and determination of the grievance by the Town Supervisor. Such request may be made in writing but shall contain a statement of the specific nature of the grievance and the facts relating to it. If such request is made by the employee, the department head shall be served in the same manner as the Town Supervisor.

Step Two - Town Supervisor

Immediately upon receiving such request, the Town Supervisor shall obtain from the department head a written statement of information concerning the specific nature of the grievance and the facts relating to it.

At the request of the employee, the Town Supervisor shall hold an information hearing within five (5) calendar days of the request. The employee and representative, if any, will appear at the hearing and present oral or written statements or arguments. Within ten (10) calendar days after the hearing, or within ten (10) calendar days after the grievance has been submitted, if there is no hearing, the Town Supervisor shall make a decision and communicate it to the employee presenting the grievance, in writing, and also to the department head.

An employee may appeal the decision of the Town Supervisor within ten (10) calendar days after notice of such decision. The appeal shall be taken by submitting to the Town Clerk a written statement signed by the employee which outlines the specific nature of the grievance and the facts relating to it, together with the decisions of the department head and the Town Supervisor. Such appeal shall be before the Town Board.

Step Three - Town Board

Upon presentation of the appeal, the Town Clerk shall schedule the matter on the agenda of the next regularly scheduled Town Board meeting, provided that the appeal is submitted to the Town Clerk by the Agenda cut-off date. If the filing is subsequent to the agenda cut-off date, and otherwise meets the requisite of Steps, the appeal shall be heard at the next regular scheduled Town Board meeting. The hearing shall be held in private.

The Town Board shall report its decision of findings within ten (10) calendar days following such a hearing, or if there is no hearing, the Town Board shall report its decision and findings by communicating it to the employee and the department head.

In the event that an employee's grievance directly relates to the performance, conduct or other action of the department head and the employee does not wish to follow the above procedure, such employee may bring such grievance directly to the Town Supervisor or the Town Board, whichever process the employee would feel most comfortable in pursuing. The Town Board will grant the employee an informal hearing,

in private, free from interference and general knowledge. If the Town Board finds that the employee's grievance is well founded and merits attention, then the Town Board reserves the right to correct the problem in any way it deems necessary without reprisal to the employee who is so grieved.

The rights and requests of the employee will be respected at all times by the Town Board in dealing with grievances. The Board will hold in confidence all matters pertaining to the grievance.

Step Four - Binding Arbitration

If the Union is not satisfied with the decision of the Town Board, it may take the grievance to binding arbitration within twenty (20) calendar days. The grievance will be submitted to the American Arbitration Association (AAA) at equal expense to both parties.

Disciplinary proceedings shall be conducted by binding arbitration in lieu of Section 75 of the Civil Service Law.