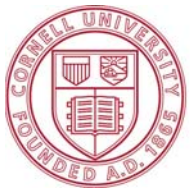

Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see http://digitalcommons.ilr.cornell.edu/perbcontracts/

Or contact us:
Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Poughkeepsie, Town of and Town of Poughkeepsie Employees Unit, CSEA, Local 1000, AFSCME, AFL-CIO, Dutchess County Local 814 (2001)**

Employer Name: **Poughkeepsie, Town of**

Union: **Town of Poughkeepsie Employees Unit 6665, CSEA, AFSCME, AFL-CIO**

Local: **1000, Dutchess County 814**

Effective Date: **01/01/01**

Expiration Date: **12/31/04**

PERB ID Number: **7447**

Unit Size: **87**

Number of Pages: **32**

For additional research information and assistance, please visit the Research page of the Catherwood website - http://www.ilr.cornell.edu/library/research/

For additional information on the ILR School - http://www.ilr.cornell.edu/

7447_12312004

Poughkeepsie, Town Of And Csea
Local 814 (Town Employee Unit)

of
Employee Unit),

TO / GEN

TABLE OF CONTENTS

1/1/01 – 12/31/04

Sewer + Rec Depts
Employees

ARTICLE	DESCRIPTION	PAGE
I	Recognition and Dues Deduction	1
II	Workday/Workweek	3
III	Compensation	4
IV	Safety and Health	9
V	Paid Holidays	10
VI	Vacation with Pay	11
VII	Leaves	12
VIII	Insurance and Retirement	15
IX	Employee Status and Rights	17
X	Union Status and Rights	19
XI	Town Status and Rights	20
XII	Conformity with Law and Practice	20
XIII	Term of Agreement	21
	Notary Page	22
	Appendix "A" – Salary Schedule 2001	23
	Appendix "B" – Salary Schedule 2002	24
	Appendix "C" – Salary Schedule 2003	25
	Appendix "D" – Salary Schedule 2004	26
	Appendix "E" – Grade Assignments	27
	Exhibit "A" – Grievance Decision	28
	Exhibit "B" – Grievance Procedure	29

RECEIVED

DEC 13 2002

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

87

This agreement entered into this _____day of _____, 2001, 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 Zoning, Engineering, and 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, Stenographer, Assessor's Aide, Secretary Planning Board, and Secretary Zoning Board and Animal Control Officer.

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

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 Avenue, 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 a 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 scheduled 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 (5fth) 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 an 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.

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, 2001 through the period December 31, 2004, the parties adopt the salary schedules set forth in Appendix "A" and "B".

Effective 1/1/01, all employees will have three percent (3%) added to their base pay.

Effective 1/1/2002, all employees will have three and one-half percent

(3 1/2%) added to their base pay.

Effective 1/1/2003, all employees will have four percent (4 %) added to their base pay.

Effective 1/1/2002, all employees will have four percent (4 %) added to their base pay.

Effective 1/1/02, the Town shall reallocate the titles of Typist and Clerk from Grade 2 to Grade 4 and the titles of Senior Typist and Senior Clerk from Grade 4 to Grade 6.

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

B. The parties adopt the grade and classification structure set forth in Appendix "C". The parties also agree that Dutchess County will undertake a reclassification survey as soon as possible. Employee job descriptions shall be those set forth in the Dutchess County Classification Survey, dated April 6, 1979 and as thereafter amended or superseded.

C. Payment shall be retroactive to January 1, 2001.

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, but 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 probation period shall be no less than 11 nor more than 52 weeks at the discretion of the Town. Advancement thereafter shall be in accordance 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 cents ($.50) 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. Compensatory time may be used in one (1) hour minimum units. Use of compensatory time shall require prior written Department Head approval, and such time used shall be submitted to the Town Comptroller, who shall keep account of such time.

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 each 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 of 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. Appearance by the Assistant Zoning Administrator in court or to assist the Zoning Board of Appeals or appearances by the Junior Planner, Deputy Building Inspector or Fire Inspector to attend pre-scheduled meetings 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 vehicles for Town business will be reimbursed for vehicle expenses at the same rate allowed by the Internal Revenue Service. 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, 2001, 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.....$ 330
- 13 -19 years of service.....$ 935
- 20 years or more..... $1935

Effective January 1, 2002, 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.....$ 600
- 13 -19 years of service.....$1100
- 20 years or more..... $2250

Effective January 1, 2004, 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

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

Longevity payments shall be made in a separate check on the first payday of the month the longevity is due.

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 workplace 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 up to two hundred dollars ($200.00) 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 Police Assistants, Town Hall Custodian, Auto Center Personnel, Police Traffic Maintenance, and Cleaners.

4. Uniforms Allowance - The uniform allowance for Police Assistant shall be reimbursed at the rate of $380 per year and for the Animal Control Officer at the rate of $300 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 an "in lieu day", or if any of the above holidays falls on a Saturday, the employee will have the previous Friday off as an "in lieu day". 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) working 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 1st and June 30th 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 15th and June 30th, the employee shall take such five (5) days vacation between December 15th and December 31st 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 will schedule vacation time consistent with the wishes of their employees. Any employee may utilize vacation in minimum units 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. Sick leave may be taken in one (1) hour increments. 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.

Accumulation and payment of sick time for other purposes shall be governed by Paragraph "F" of this section.

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 work day.

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 - This must come out

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

If, upon ratification of this contract by the Town Board, an employee has more than 100 accumulated sick days, his sick time accumulation will not be reduced below that amount by the contract amendment. However, he may not accumulate additional sick time for payment above the amount standing to his credit upon ratification.

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 (1) 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 inter-departmental 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 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 by the Town, as a condition of the proof of the employee's inability to return to work.

NO ACCRUALS DURING Time off

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 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 the 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 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 accrual.

ARTICLE VIII

INSURANCE AND RETIREMENT

SECTION 1 - HEALTH INSURANCE AND HOSPITALIZATION

A. For employees covered by this agreement and hired prior to 12/31/99, the Town shall pay one hundred percent (100%) of hospital, medical and major medical insurance for the employee and their dependents. Effective 1/1/2000, for all employees covered by this agreement and hired after 12/31/99, the employee shall contribute 5% of the premium cost for whatever health plan the

employee chooses. This applies to individual and/or family coverage. The insurance plan shall be between the Town and U.S. Life Insurance and Empire HealthChoice or such other insurance company as designated by the Town. All details and coverage are to be as provided for in said plan which will, among other things, provide a $10,000 life insurance policy for each employee. Said plan is made a part of this agreement and may be modified by the Town and the insurance company so long as such modifications do not reduce the benefits of such plan as originally contracted for and adopted. Such plans are further identified by U.S. Life Insurance Company as #G20876 and by Empire HealthChoice as #981386.

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 benefit is for 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 shall provide Plan 75(i) for all eligible Tier I and Tier 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. Tier I - For those employees who last became members on or before June 30, 1973.

2. Tier II - 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. Tier III - 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. Tier IV - 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 dollars ($2,000.00) per year. Effective 1/1/03, the buy-out for family coverage shall increase to two thousand five hundred dollars ($2,500) per year.

Those unit members who choose to give up individual health insurance will receive seven hundred and fifty dollars ($750.00) 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.

~~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 employee 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 classified as labor or non-competitive and from the first day of assignment for all competitive employees. Seniority will apply to holiday, vacation and personal leave days available to employees of 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 (3) years old shall be removed from the employee's personnel files, provided that no report of adverse work performance,

disciplinary action, or similar report has been made during the three (3) years prior to the request.

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 twenty (20) 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 communication 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 by 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 2001 to the 31st day of December 2004

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

For the TOWN OF POUGHKEEPSIE

BY: Ann C Barcher
Ann C. Barcher, Supervisor

For the TOWN OF POUGHKEEPSIE CIVIL SERVICE EMPLOYEES' ASSOCIATION

BY: Patrick Brown
Patrick Brown, President, Unit 6665

BY: Stephen F. Chanowsky
Stephen Chanowsky, Collective Bargaining Specialist, CSEA, Inc.

STATE OF NEW YORK)
)
COUNTY OF DUTCHESS)

On this 16th day of March 2001, before me, the undersigned, a Notary Public in and for said State, came Ann C. Barcher ,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 her name thereby by like order, and that she executed this instrument in her capacity as Supervisor and on behalf of the Town of Poughkeepsie.

Karen M. Karath
Notary Public

KAREN M. KARATH
Notary Public, State of New York
No. 01KA6038135
Qualified in Dutchess County
Commission Expires March 6, 20 01

On this 16th day of March, 2001, 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.

Karen M. Karath
Notary Public

KAREN M. KARATH
Notary Public, State of New York
No. 01KA6038135
Qualified in Dutchess County
Commission Expires March 6, 20 01

On this _____ day of _____, 2001, before me, the undersigned, a Notary Public in and for said State, came Stephen Chanowsky ,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

APPENDIX "A"

Salary Schedule
Hourly Rate

January 1, 2001 - December 31, 2001

Grade	Step 1	Step 2	Step 3	Step 4	Step 5
1	9.49	9.88	10.26	10.67	11.22
2	10.26	10.67	11.09	11.57	12.11
3	11.09	11.57	12.01	12.48	13.11
4	12.00	12.48	12.99	13.51	14.19
5	12.99	13.51	14.06	14.60	15.33
6	14.06	14.60	15.19	15.80	16.59
7	15.19	15.80	16.43	17.09	17.94
8	16.43	17.09	17.77	18.50	19.41
9	17.77	18.50	19.22	19.99	20.99
10	19.22	19.99	20.78	21.62	22.68
11	20.78	21.62	22.50	23.38	24.53
12	22.50	23.38	24.33	25.30	26.54

APPENDIX "B"

Salary Schedule
Hourly Rate

January 1, 2002 - December 31, 2002

Grade	Step 1	Step 2	Step 3	Step 4	Step 5
1	9.82	10.23	10.62	11.04	11.61
2	10.62	11.04	11.48	11.97	12.53
3	11.48	11.97	12.43	12.92	13.57
4	12.42	12.92	13.44	13.98	14.69
5	13.44	13.98	14.55	15.11	15.87
6	14.55	15.11	15.72	16.35	17.17
7	15.72	16.35	17.01	17.69	18.57
8	17.01	17.69	18.39	19.15	20.09
9	18.39	19.15	19.89	20.69	21.72
10	19.89	20.69	21.51	22.38	23.47
11	21.51	22.38	23.29	24.20	25.39
12	23.29	24.20	25.18	26.19	27.47

APPENDIX "C"

Salary Schedule
Hourly Rate

January 1, 2003 - December 31, 2003

Grade	Step 1	Step 2	Step 3	Step 4	Step 5
1	10.21	10.64	11.04	11.48	12.07
2	11.04	11.48	11.94	12.45	13.03
3	11.94	12.45	12.93	13.44	14.11
4	12.92	13.44	13.98	14.54	15.28
5	13.98	14.54	15.13	15.71	16.50
6	15.13	15.71	16.35	17.00	17.86
7	16.35	17.00	17.69	18.40	19.31
8	17.69	18.40	19.13	19.92	20.89
9	19.13	19.92	20.69	21.52	22.59
10	20.69	21.52	22.37	23.28	24.41
11	22.37	23.28	24.22	25.17	26.41
12	24.22	25.17	26.19	27.24	28.57

APPENDIX "D"

Salary Schedule
Hourly Rate

January 1, 2004 - December 31, 2004

Grade	Step 1	Step 2	Step 3	Step 4	Step 5
1	10.62	11.07	11.49	11.94	12.56
2	11.49	11.94	12.42	12.95	13.55
3	12.42	12.95	13.43	13.98	14.68
4	13.44	13.98	14.54	15.12	15.89
5	14.54	15.12	15.74	16.34	17.16
6	15.74	16.34	17.00	17.68	18.57
7	17.00	17.68	18.40	19.14	20.08
8	18.40	19.14	19.90	20.72	21.73
9	19.90	20.72	21.52	22.38	23.49
10	21.52	22.38	23.27	24.21	25.39
11	23.27	24.21	25.19	26.18	27.47
12	25.19	26.18	27.24	28.33	29.71

APPENDIX "E"

Bargaining Unit Grade Assignments

1	Receptionist
2	Cleaner Clerk Data Entry Operator Typist
3	Account Clerk Court Clerk Data Lister ~~Janitor~~ Tax Records
4	Assessor's Aide Payroll Clerk Secretary to the Planning Board Secretary to the Zoning Board Senior Clerk Senior Typist
5	Animal Control Officer Groundskeeper Police Traffic Maintenance Worker Senior Account Clerk Stenographer
6	Automotive Mechanic Planning Housing Program Assistant Police Assistant Senior Groundskeeper Sewer Maintenance Mechanic
7	Environmental Laboratory Technician Head Groundskeeper Real Property Appraiser Sewer Treatment Plant Operator Trainee Juvenile Counselor
8	Assistant Zoning Administrator Junior Planner Sewage Treatment Plant Operator
9	Bookkeeper Deputy Zoning Administrator Fire Inspector
10	Deputy Building Inspector Electrical Inspector Plumbing Inspector
11	Building Administrator
12	Assistant Town Engineer Senior Treatment Plant Operator

EXHIBIT "A"

OFFICE OF

Town of Poughkeepsie

845-3600

P.O. BOX 3209
DUTCHESS TURNPIKE

POUGHKEEPSIE, N.Y. 12603

TO: Sewage Treatment Plant 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. Bozlinski
file

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 Personnel Director to such extent as the Department Head deems appropriate, on an informal basis.

The Department Head shall made 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 Personnel Director. 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 Personnel Director.

Step Two - Personnel Director -

Immediately upon receiving such request, the Personnel Director 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 Personnel Director shall hold an informational 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 argument.

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 Personnel Director 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 Personnel Director 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 Personnel Director. 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 Personnel Director 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 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.