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COLLECTIVE BARGAINING AGREEMENT

by and between the

TOWN OF BEEKMAN

and the

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

LOCAL 1000, AFSCME, AFL-CIO

**Town of Beekman Unit
Dutchess County Local 814**

Received 11/17/09

January 1, 2010 – December 31, 2012

Collective Bargaining Agreement

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PREAMBLE

This Collective Bargaining Agreement is made by and between the Town of Beekman, a municipal corporation and political subdivision of the State of New York, hereinafter referred to as the "Employer" and/or "Town" and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, hereinafter referred to as the "Union".

1 UNION RIGHTS

1.1 Recognition

1.1.1 Recognition Clause: The Employer recognizes the CSEA as the sole and exclusive representative for all collective negotiations with respect to salaries, wages, hours, and other terms and conditions of employment for all full-time and part-time bargaining unit employees.

Said recognition shall be granted for the maximum period allowed by law. In the event new title(s) are created by the Employer during the term of this Agreement, the Union shall be informed, in writing, within fifteen working days of the establishment of such new title(s).

1.1.2 Included Employees: The Bargaining Unit shall consist of all Town Hall employees classified in the titles of Clerk to the Justice, Assessor, Senior Typist, Dog Control Officer, Maintenance Worker, and Cleaner.

1.1.3 Excluded Employees: All elected officials, Comptroller, Account Clerk, Secretary to the Supervisor, and Secretary to the Highway Superintendent, and seasonal employees shall be excluded from the bargaining unit.

1.1.4 Part-Time Employees: For the purposes of this Collective Bargaining Agreement, part-time employees are those employees who work fifty percent (50%) or less of the normal workweek of any full-time employee in the same title or position. Part-time employees receive vacation leave, sick leave, and holidays on a pro-rated basis. Part-time employees are paid the same hourly rate as full-time employees in the same title or position. Part-time employees shall pay either Union dues or agency fees.

1.1.5 Temporary Employees: Temporary employees are hired for a short-term position of less than six months duration per year. Temporary employees are hired to perform work on a special job or project or work of a seasonal nature, and their employment shall end when the job, project or season is completed or over. They are not eligible to receive benefits.

1.2 Union Dues / Agency Fee

1.2.1 Dues Deduction: The Civil Service Employee Association, Inc. shall have exclusive rights to payroll deduction of dues, Union-sponsored insurance, and benefit program premiums for employees covered by this Agreement. Such dues and premiums shall be remitted to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210 on a payroll period basis. No other employee organization shall be accorded any payroll deduction procedure for CSEA employees without the express consent and written authority of the Civil Service Employee Association, Inc.

1.2.2 Agency Fee: The Civil Service Employees Association, Inc., having been recognized or certified as the exclusive representative of employees within the bargaining unit represented by this Agreement, shall have deductions made from the wage or salary of employees of said bargaining unit who are not members of the Civil Service Employees Association, Inc., the amount certified to the dues levied by the Civil Service Employees Association, Inc.

1.2.3 Bargaining Unit List: The Town will provide the Union with a full list of the names and addresses of all members of the unit including their assigned jobs and rates of pay. The list will be updated when the work force changes.

2 MANAGEMENT RIGHTS

2.1 Management Rights Clauses

2.1.1 The Town retains the sole right to manage its business and services, and direct and supervise the work force, including the right to direct and supervise the work of its employees; plan, direct and control operations; direct the amount and quality of work needed; schedule the hours of work and assignment of duties; to introduce, change, discontinue, or relocate, in whole or in part, practices, methods, operations and facilities; to maintain order and efficiency including but not limited to the sole right to hire, lay off, assign, transfer, promote, discipline, discharge, suspend; and to determine scheduling of personnel, subject only to such regulations governing the exercise of these rights as expressly provided for in this Agreement or provided by law.

2.1.2 The above rights of the Town are not all inclusive, but indicate the types of matters or rights which belong to or are inherent to the Town. Any or all rights, power and authority the Town had prior to entering this Agreement are retained by it and shall remain within its sole direction to modify, establish or eliminate, except as expressly and specifically modified by this Agreement.

2.1.3 Personnel Manual: The Town may require a signed acknowledgement of receipt only of the Town's Personnel Manual by employees and will impose no other obligation on employees than that. An amended page acknowledging receipt will be included upon update of the Personnel Manual that will be applicable to CSEA-represented employees.

3 AFFIRMATION NOT TO STRIKE

3.1 No-Strike Clause

3.1.1 The Union affirms that it does not assert the right to strike against the Town, to assist or participate in any such strike or other concerted work actions as a slowdown, or to impose an obligation upon its members to conduct, assist, or participate in such strike or other concerted work action.

4 HOURS OF WORK

4.1 Workday/Workweek

4.1.1 Days of Work: Town employees work Monday through Friday, thirty-five hours per week, with the exception of the Maintenance Department, which will work 40 hours per week, and the Dog Control Officer, who will work as needed. Notwithstanding the above, for employees in the Maintenance Department and the Dog Control Officer, the Town Board will establish the scheduled days of work to meet the particular needs and requirements of the Town. Once established, the Town cannot change an employee's normal days of work more than four times in a calendar year and must provide the employee with an advance written notice of at least forty-five calendar days.

4.1.2 Hours of Work: The Town Board will establish the beginning and ending times of normal operation and hours of work to meet the particular needs and requirements of the Town. Once established, an employee's normal hours of work will not be changed without an advance written notice of at least forty-five calendar days.

4.2 Meal Periods

4.2.1 Meal Periods An employee who works more than six hours in a given day will receive an paid meal period not to exceed thirty minutes. Meal periods will normally be in the middle of the employee's workday.

4.2.2 Observance of Meal Periods: An employee who works more than six hours in a given day is required to take the scheduled meal period. The meal period may not be taken at the end of an employee's workday in order to leave work before the normal quitting time.

5 COMPENSATION

5.1 Wages

5.1.1 Pay Increases: All current employees shall receive the agreed upon annual wage increase of 3% percent on January 1, 2010, 3% percent on January 1, 2011, and 3% percent on January 1, 2012.

5.1.2 Longevity Schedule: Only employees hired before January 1, 2010 are eligible for the following provision:

An employee will be eligible for a longevity bonus of two hundred and fifty dollars to be paid on the first pay period following the anniversary date of the employee's tenth year of employment and again on the anniversary of each year thereafter until the employee has completed fifteen years of continuous service.

An employee will be eligible for a longevity bonus of five hundred dollars to be paid on the first pay period following the anniversary date of the employee's fifteenth year of employment and again on the anniversary of each year thereafter until the employee has completed twenty years of continuous service.

An employee will be eligible for a longevity bonus of seven hundred and fifty dollars to be paid on the first pay period following the anniversary date of the employee's twentieth year of employment and again each year thereafter on the anniversary of the employee's succeeding years of employment.

Part-time employees shall receive equivalent longevity bonuses based on the employee's regular hours of work. Note: In the event a part-time employee moves into a full-time position, one year of "full-time" service will be credited for every 1820 hours (2080 hours for Maintenance) of paid work and paid leave.

5.2 Premium Pay for Overtime

5.2.1 Overtime Rate: An employee shall be paid time and one-half (1½) rate for all hours worked over forty hours per week. All hours between thirty-five hours and forty hours shall be paid at the straight time rate.

5.2.2 Compensatory Time: It is at the discretion of the employee to receive overtime rate in time or money. Should an employee choose to take premium time in the form of compensatory time, any compensatory time accumulated at the end of the year shall be paid out by the Employer at the employee's then current rate of pay.

5.2.3 Credit for Paid Leave: All approved paid leave will be included as time worked in the computation of overtime.

5.3 Mileage Rate

5.3.1 Employees covered under this Agreement who use their own vehicles for Town business shall be reimbursed at the applicable IRS rate.

6 HOLIDAYS

6.1 Holiday Observance

6.1.1 **Designated Holidays:** Prior to January 1st of each year, the Town will establish a holiday schedule that accounts for four-day workweek and five-day workweek schedules in which the total hours of "holiday pay" will be 91 hours (104 hours for Maintenance). The following holidays will be observed:

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

The Town shall also provide two additional holidays of the Town's choosing.

7 PAID LEAVE

7.1 Vacation

7.1.1 **Allowance (front-loaded on January 1st):** Full-time employees shall be entitled to annual paid vacation according to the following scheduled. Part-time employees shall receive equivalent vacation leave based on the employee's regular hours of work. A new hire will be credited with vacation leave credits as follows:

Month Hired	Amount of Vacation
January & February	Five Days
March & April	Four Days
May & June	Three Days
July & August	Two Days
September & October	One Day
November & December	None

A newly hired employee may not use credited vacation leave until completion of thirty calendar days of continuous employment.

An employee who is to complete one year of continuous service will be credited with thirty-five hours (forty hours for Maintenance) of vacation leave on the January 1st immediately preceding the employee's anniversary date.

An employee who is to complete two years of continuous service will be credited with seventy hours (eighty hours for Maintenance) of vacation leave on the January 1st immediately preceding the employee's anniversary date and each January 1st date thereafter until the employee has completed five years of continuous service.

An employee who is to complete five years of continuous service will be credited with one hundred and five hours (one hundred and twenty hours for Maintenance) of vacation leave on the January 1st immediately preceding the employee's anniversary date and each January 1st date thereafter until the employee has completed eight years of continuous service.

An employee who has completed eight years of continuous service will be credited with one hundred and nineteen hours (one hundred and thirty-six hours for Maintenance) of vacation leave on the January 1st immediately preceding the employee's anniversary date and each January 1st date thereafter until the employee has completed ten years of continuous service.

An employee who has completed ten years of continuous service will be credited with one hundred and forty hours (one hundred and sixty hours for Maintenance) of vacation leave on the January 1st immediately preceding the employee's anniversary date and each January 1st date thereafter until the employee has completed twenty years of continuous service.

An employee who has completed twenty years of continuous service will be credited with one hundred and seventy-five hours (two hundred hours for Maintenance) of vacation leave on the January 1st immediately preceding the employee's anniversary date and each January 1st date thereafter until the employee leaves employment.

7.1.2 Accumulation: A maximum of seventy hours (eighty hours for Maintenance) of vacation leave credits may be carried over to the following year. Any vacation leave credits in excess of seventy hours (eighty hours for Maintenance) remaining unused at the close of business on December 31st will be canceled.

7.1.3 Annual Buy-Back: Employees may elect to receive cash payment in lieu of time off for up to one-half of their annual vacation allotment to a maximum of forty hours. Payment will be at the employee's rate of pay on December 31st. However, payment shall be made in the second paycheck in the following January.

7.1.4 Scheduling: An employee must receive prior approval from the Town Supervisor, or designee, to take vacation leave. All requests for vacation must be in writing and made at least five workdays prior to the requested time off. Vacation leave will be limited to a two-week maximum, unless more time is approved by the Town Supervisor, or designee. Vacation will only be granted in full or half-day increments. An employee may take vacation leave only after it has been credited.

7.1.5 Termination of Employment: Upon termination of employment, the employee will be paid on a prorated basis for any unused vacation leave to which the employee is properly entitled at the employee's then current rate of pay. In the event an employee leaves employment due to disciplinary action, the Town may request that the arbitrator in a disciplinary hearing impose loss of vacation leave credits as part of the "just cause" penalty.

7.2 Sick Leave

7.2.1 Allowance (front-loaded on January 1st): Full-time employees shall be credited with seventy hours (eighty hours for Maintenance) of paid sick leave credits per year, which shall be credited on January 1st of each year. Part-time employees shall receive equivalent sick leave based on the employee's regular hours of work.

New employees shall receive pro-rated sick time for the first year, on a one-day per month basis, up to a maximum of seventy hours (eighty hours for Maintenance) a year. A newly hired employee may not use accumulated sick leave credits until completion of six months of continuous employment, unless the employee submits medical verification from the treating physician for the date(s) of the absence.

The Employer reserves the right to grant an employee unpaid sick leave after the exhaustion of existing paid sick leave if that employee produces a medical certification of actual need and gives the Town at least twenty-four hours' notice.

The Town Board may grant additional sick leave with pay to employees exhausting all accumulated sick leave due to serious long-term illness or injury, at its discretion.

7.2.2 Accumulation: Employees may accumulate sick leave without limit.

7.2.3 Use of Sick Leave: An employee may use sick leave credits for an illness or injury that inhibits the ability to perform the duties of the employee's job. An employee may use sick leave credits for medical and dental appointments that cannot be scheduled during non-work hours. Sick leave credits may not be used in increments of less than one hour. An employee may take paid sick leave only after it has been credited.

7.2.4 Family Sick Leave: An employee may use sick leave credits for family illness or injury only if the employee must provide direct care (pursuant to FMLA) to an immediate family member. For purposes of family sick leave, "immediate family member" will mean the employee's parent, spouse, or child, including step-child and foster child, and grandchild in the employee's care.

7.2.5 Notification of Sick Leave: All employees shall call in to a Town designated number for the use of sick time one-half hour before their normal starting time, except in extreme emergencies.

7.2.6 Medical Verification: In the event an employee repeatedly uses sick leave on the day before or after a regularly scheduled day off, or in lieu of a requested leave day that has been denied, or on a regular weekly basis, or a discernable weekly pattern, the Town may require medical verification of an employee's absence. The Town may require medical verification of an employee's absence to verify that the employee is able to return to work with or without restrictions.

7.2.7 Retirement Credit: The Town will make available Section 41-j of the Retirement and Social Security Law, which allows credit for up to one hundred sixty five days (or the maximum permitted by law) of accumulated sick leave at the time of retirement.

For an employee who retires on or before December 31, 2015, upon retirement or death ("retirement" being defined as receiving benefits under the NYS 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 up to five-hundred twenty five hours of unused, accumulated sick leave at the employee's then current rate of pay.

7.2.8 Termination of Employment: An employee who resigns, is laid off, or leaves employment due to disciplinary action will not receive a settlement for unused sick leave. An employee who is recalled from a lay-off will be re-credited with the amount the employee had accumulated at the time of the layoff.

7.3 Personal and Bereavement Leave

7.3.1 Personal Leave Allowance (front-loaded on January 1st): Each full-time employee shall receive twenty-eight hours (thirty-two hours for Maintenance) of paid personal leave credits per year, which shall be credited on January 1st of each year. Part-time employees shall receive equivalent sick leave based on the employee's regular hours of work. For new hires, personal days shall be pro-rated at the rate of one personal day per quarter or part thereof.

7.3.2 Accumulation of Personal Leave: Unused personal leave will be added to unused sick leave at the conclusion of each year.

7.3.3 Use of Personal Leave: Personal leave may not be used to extend a vacation.

7.3.4 Scheduling of Personal Leave: An employee must receive prior approval from the Town Supervisor, or designee, to take personal leave. The request must be submitted, in writing, at least twenty-four hours in advance. In the event there is an unforeseen emergency, the requirement for advance notice will be waived. The Town Supervisor, or designee, will have total discretion in the approval of personal leave. Personal leave credits may not be used in increments of less than one hour. An employee may take personal leave only after it has been credited.

7.3.5 Termination of Employment: An employee who resigns, retires, is laid off, or is terminated from employment due to disciplinary action will not receive payment for unused personal leave.

7.3.6 Bereavement Leave - Immediate Family: In the event of death of a member of an employee's immediate family, said employee shall be granted five days paid leave. For purposes of bereavement leave, immediate family is defined as spouse, child (including step and foster), parent (or legal guardian), parent-in-law, siblings, grandparents, grandchildren, brother/sister-in-law, or member of the employee's household.

7.3.7 Funeral Leave - Extended Family: In the event of a death of a regular full-time employee's extended family member, the employee may take a paid leave of absence for one day from the employee's regularly scheduled work to attend the funeral. For purposes of funeral leave, extended members include aunts, uncles, and cousins.

7.4 Union Delegate Leave

7.4.1 Union Conferences: The Unit shall be entitled to one delegate up to five days per year to attend the CSEA State Convention, Regional or County level training or seminars. Union leave may only be taken after the delegate has provided forty-eight hours notice to the Employer in writing.

7.5 Jury Duty Leave

7.5.1 Leave of Absence: In the event an employee is required to perform jury duty on a day the employee is scheduled to work, the employee will receive a leave of absence without loss of pay or leave credits. The employee is obligated to notify the Commissioner of Jurors that the Town is paying the employee for lost time worked during jury duty.

7.5.2 Return to Duty: When dismissed from jury duty the employee must return to work each day within two hours after being excused from jury duty if there are at least two hours remaining in the employee's normal shift. This will not apply when an employee has been called to act as a juror in Federal Court.

7.6 General Leave Provisions

7.6.1 Record Keeping: The Employer will maintain up-to-date records of the accruals of all employees, which will be available for review by employees and the Union President.

7.7 Family and Medical Leave

7.7.1 Child Care Leave: The Town acknowledges the existence of State and Federal Law pertaining to childcare and family leave. Any Town policy relating to these areas shall be in accordance with such law.

8 RETIREMENT AND INSURANCE

8.1 Pension Plan

8.1.1 NYS Retirement Plan: The Employer shall provide benefits pursuant to Section 75-i for Tier 1 and 2 of the Retirement and Social Security Law and Tier 3 and 4 by their respective NYS retirement. Guaranteed ordinary death benefits shall be granted by the Employer and will be administered pursuant to Retirement and Social Security Law, Section 60-b.

8.1.2 Credit for Unused Sick Leave: The Town will participate in Section 41-j of the Retirement and Social Security Law [refer to 7.2.7, above].

8.2 Life Insurance

8.2.1 Group Term Life Insurance: The Employer shall provide each employee with twenty thousand dollars (\$20,000) of life insurance and accidental death and dismemberment.

8.3 Medical Insurance

8.3.1 Coverage: The Town shall provide the MVP plan or alternative plan as agreed to by the Town and the Union, for either individual or family coverage, for full-time employees. The Town will offer the Empire State Plan (NYSHIP, Core Plan, with major medical and psychiatric enhancements) as an option for insurance coverage. There will not be double insurance coverage for the employee at any time, i.e., no employee may be simultaneously covered by two Town-provided health insurance plans.

8.3.2 Date Coverage Begins: Coverage will begin on the first day of the month immediately following the employee's first day of employment, provided all eligibility requirements of the plan are met and the requisite forms have been completed. Eligible employees and dependents may also enroll in the medical insurance plan during the annual open enrollment period or at the time of a qualified change in employment or family status, as defined by the insurance carrier.

8.3.3 Premium Payment: Employees will contribute 15% of insurance premiums' cost, which will be deducted from the employee's regular paycheck; the employee may designate that the deduction be made on a pre-tax basis on a form which shall be provided by the Town.

8.4 Retiree Medical Insurance

8.4.1 Eligibility: An employee hired before January 1, 2000 shall be entitled to continue health insurance coverage upon retirement provided the employee: 1) has been in the service of the Town for eleven years or more; 2) is at least fifty-five years of age; 3) retires directly from the Town; and, 4) has been granted a retirement benefit from the New York State Employees' Retirement System; however, in the event an employee has a "line-of-duty" disability, the requirements of 1 and 2 shall not apply.

An employee hired on or after January 1, 2000 shall be entitled to continue health insurance coverage upon retirement provided the employee: 1) has been in the service of the Town for twenty years or more; 2) is at least fifty-five years of age; 3) retires directly from the Town; and, 4) has been granted a retirement benefit from the New York State Employees' Retirement System; however, in the event an employee has a "line-of-duty" disability, the requirements of 1 and 2 shall not apply.

Notwithstanding the above, an employee who leaves employment due to disciplinary action will not be eligible for medical insurance or prescription drug coverage for retirees where there is an arbitrator's award involving violence or theft or where there is a felony criminal conviction related to the employee's employment.

8.4.2 Dependent Coverage: Coverage is also available for the retiree's eligible spouse and/or eligible dependent if the spouse and/or dependent was covered under the Town's medical insurance plan on the retiree's last date of employment with the Town and the spouse and/or dependent is not eligible to receive comparable medical insurance coverage under another plan. In the event the retiree predeceases the retiree's eligible spouse and/or dependent, the spouse and/or dependent may continue medical insurance and prescription drug coverage provided the spouse and/or dependent pays the full cost of the premiums. In the event of legal separation or divorce, the retiree's spouse shall not be eligible for coverage except as provided under COBRA.

8.4.3 Insurance Plan: The Town will make available the same medical insurance plan and prescription drug plan as it makes for active employees, as if the retiree were still actively employed by the Town. However, when the retiree or the retiree's eligible spouse, as the case may be, meets the eligibility criteria for Medicare coverage, primary coverage for that individual will be provided by Medicare. At that time, that individual may be required to enroll in a Medicare supplemental policy made available through the Town, unless the retiree elects their own plan.

8.4.4 Premiums: The Town will make the same payments of the medical insurance and prescription drug premiums under the same terms and conditions as it adopts for active employees, as if the retiree were still actively employed by the Town.

8.5 Survivor Medical Insurance

8.5.1 Coverage: The Town shall continue to provide health insurance coverage to dependents of deceased employee who was enrolled in the Town health insurance program at the time death occurred. Coverage shall be provided on the same basis as it is provided for full-time members of the bargaining unit at the time of death, as long as it was work-related, for a period of up to one year. The dependents of the deceased employee are to notify the Town of their intention to continue such coverage within forty-five calendar days of the death of such employee. For purposes of this provision a dependent shall be the widow or widower or natural or adopted child twenty-three years of age or under.

8.6 Off-the-Job Disability Insurance

8.6.1 Coverage: The Employer shall provide NYS Disability Insurance for its employees at statutory costs.

8.6.2 Use of Leave Credits: An employee may draw from the employee's sick leave credits, then personal leave credits, and then vacation leave credits in conjunction with the disability income supplement payments to equal, but not exceed, the employee's regular daily rate of pay.

8.6.3 Continuation of Medical Insurance: The Town will continue medical insurance coverage for a qualifying event in accordance with the provisions of the Town's Family and Medical Leave Policy. Thereafter, an employee who is receiving short-term disability payments **and** is drawing full pay by using accrued leave credits will continue to receive medical insurance benefits and the Town will continue to make its contributions for up to a maximum of one year provided the employee makes the required employee contribution. If the employee has exhausted all leave credits, the employee may continue to be eligible for medical insurance coverage in accordance with COBRA.

8.7 Workers' Compensation Insurance

8.7.1 Coverage: In accordance with New York State law, the Town will make available a Workers' Compensation plan for job-related injuries or illnesses.

8.7.2 Use of Leave Credits: An employee may draw from the employee's sick leave credits, then personal leave credits, and then vacation leave credits in conjunction with Workers' Compensation payments to equal, but not exceed, the employee's regular daily rate of pay. The Employer shall be reimbursed by the Workers' Compensation carrier and the employee will be re-credited with the amount of leave used.

8.7.3 Continuation of Medical Insurance: The Town will continue medical insurance coverage for a qualifying event in accordance with the provisions of the Town's Family and Medical Leave Policy. Thereafter, an employee who is receiving Workers' Compensation disability payments **and** is drawing full pay by using accrued leave credits will continue to receive medical insurance benefits and the Town will continue to make its contributions for up to a maximum of one year provided the employee makes the required employee contribution. If the employee has exhausted all leave credits, the employee may continue to be eligible for medical insurance coverage in accordance with COBRA.

9 UNION AND EMPLOYEE RIGHTS

9.1 Access to Employees

15.1.1 Meetings With Employees: The Union and its designated agents shall have the rights to consult individual members of the bargaining unit during working hours in order to administer the Agreement. Such time shall be scheduled upon the approval of the supervisor or the supervisor's designee, but shall not be granted when it would interfere with the operation of the regular work schedules of the Town.

9.2.1 Exclusivity: The Employer agrees that no other labor organization offering benefits or programs similar to those offered or sponsored by the Civil Service Employees Association, Inc. shall be provided access to bargaining unit employees. The Employer further agrees that it will not permit any other labor organization or union to hold meetings for the purpose of discussing terms and conditions of employment, or be provided meeting space, on property or premises owned or occupied by the Town of Beekman.

9.2 Grievance Procedure

9.2.1 Preamble: Grievances involving the application and interpretation of any of the provisions of this Agreement shall be processed as follows:

A grievance may only be filed by the Union or by a member of the unit defined in the recognition clause.

All grievances shall be in writing and shall be signed by the party filing the grievance. The grievance shall include the name and position of the aggrieved party and the identity of the provision of this Agreement upon which the grievance is based. The grievance shall also include a statement of the underlying facts, including dates, events, or conditions which constitute the grievance, the identity of the party alleged to be responsible for causing the events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

No written grievance shall be entertained as described below and such grievance shall be deemed waived unless filed at the first step available within ten calendar days after the occurrence of the condition upon which the grievance is based.

No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Employer against a party filing a grievance or by reason of the participation of any employee in a grievance procedure.

9.2.2 Step One: All grievances must be filed with the employee's immediate supervisor no later than ten calendar days after the date upon which the alleged grievance arose. A meeting shall be granted in all cases by the immediate supervisor involved within five working days after the date upon which the grievance is filed. All parties named in the grievance shall participate. The failure of any party to participate shall not delay the disposition of the grievance.

The immediate supervisor of the grievant shall act upon each grievance filed within seven workdays after it has been filed and shall advise the grievant of the disposition of the case in writing within that period of time. Employees may have the Union represent them at this step, if they desire.

9.2.3 Step Two: In the event that the grievance is not amicably adjusted between the Employer and the complaining party in Step One, then appeal may be made to the Town Supervisor, or the Town Supervisor's designee. Such an appeal must be filed no later than five workdays after the receipt of the Step One disposition by the complaining party. Any appeal to the Town Supervisor shall be in writing and shall include the written grievance filed in Step One, the answer thereto, and a statement from the appealing party for the reasons for the appeal.

All meetings on each grievance processed to this step shall be granted by the Town Supervisor, or the Town Supervisor's designee, within ten workdays after filing of an appeal at Step Two. The Town Supervisor shall have five workdays after the grievance has been presented in this oral session within which to act upon the grievance. The disposition of the grievance shall be in writing and shall be submitted to the person filing the appeal. In the event that an appeal is filed by an individual grievant, a copy of the Town Supervisor's, or the Town Supervisor's designee's, determination shall be forwarded to the employee.

9.2.4 Step Three: In the event that the Union is dissatisfied with the Town Supervisor's determination at Step Two, it may apply for arbitration, in writing, within fifteen workdays of the Employer's decision. Arbitration shall be conducted pursuant to the rules of the New York State Public Employment Relations Board.

The arbitrator is empowered to hear and decide any disputed appeal. The conduct of the arbitration shall be under the exclusive jurisdiction and control of the arbitrator, which shall conform to applicable law. The arbitrator may not add to or in any way change any of the terms and conditions of this contract or any of the practices adhered to in the past by the Employer and its employees. The award of the arbitrator shall be final and binding.

All grievances shall be confidential in nature, and no publicity shall be given to any grievance or the use of this process, except by the signed written consent of the grievant, the Union, and the Employer.

The Town and the Union shall share the fees of the arbitrator equally.

9.3 Personnel File

9.3.1 Employee Access: Employees shall be given the opportunity to review their personal history folder in the presence of an appropriate official of the Employer and at their option, the employee's Union representative, three working days prior to the requested review date. However, where the employee's personal history folder is kept at a location other than the employee's place of work, five working days notice shall be required. The employee may place in such file a response of reasonable length, within two weeks, to anything contained therein which such employee deems to be adverse; provided however, an employee may not review letters of reference obtained in connection with the employee's initial and subsequent employment.

9.4 Leave for Contract Administration

9.4.1 Investigation and Presentation of Grievances: The designated representative of the Union will be allowed release time, without loss of pay or leave credits, for the following activities: to present grievances to management; to attend grievance arbitration hearings; and, to attend conferences and hearings of the New York State Public Employment Relations Board.

9.4.2 Requests for Release Time: Requests for the use of release time shall be made to the Town Supervisor as far in advance as possible. Requests will not be unreasonably denied.

9.5 Leave for Negotiations

9.5.1 Eligible Employees: At any one time, no more than two employees designated by the Union will receive release time, without loss of pay or leave credits, for the sole purpose of attending negotiation meetings scheduled by the Town.

10 SENIORITY AND VACANCIES

10.1 Seniority

10.1.1 Definition of Seniority: Seniority shall be defined as continuous service from the first date of full-time employment within the unit pursuant to appointing resolution. Seniority in Civil Service titles shall be by the title. Seniority shall be kept separate by department. Employees on leave or layoff shall return to the Town with the same seniority in that job category that they had vested at the time that they left.

10.1.2 Layoffs: All layoffs in a given job title in the non-competitive and labor class titles shall be inverse order of seniority. All layoffs in the competitive class shall be in accordance with Civil Service Rules and Regulations.

10.2 Vacancies

10.2.1 Posting: All vacancies within the unit shall be posted for at least ten working days.

10.2.2 Selection: Qualified employees applying for vacancies shall be appointed on the basis of qualifications and seniority. Promotional opportunities within the unit will require first preference to be given to qualified employees of the unit.

11 SPECIAL COMMITTEES

11.1 Labor-Management Committee

11.1.1: The Town Supervisor shall meet quarterly with representatives of the unit to discuss matters of mutual concern. From time to time, members of the Town Board shall be present. Matters involving health and safety will be referred to the Labor-Management Committee.

12 PROBATION, DISCIPLINE AND DISCHARGE

12.1 Probation

12.1.1 Probation: All employees under Dutchess County Civil Service Rules and Regulations shall have a probationary term of not less than eight weeks nor more than twenty-six weeks and may be extended by mutual agreement between the Employer, the employee involved, and the Union for a period not to exceed one year. Thereafter, an employee may only be removed for just cause.

12.2 Disciplinary Procedure

12.2.1 Civil Service – Section 75: No unit member employed by the Town shall be suspended without pay, fired, reduced in grade, disciplined, or dismissed from service without “just cause.” Just cause may be the subject of an appeal through Section 75 Civil Service Rules and Regulations. Any hearing Officer appointed by the Town Board must be approved by the CSEA Labor Relations Specialist.

13 CONFORMITY WITH LAW AND PRACTICE

13.1 Maintenance of Standards

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

13.2 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.

13.3 Savings Clause

13.3.1 Should any of the provisions, portions or applications of this collective bargaining agreement be found to be invalid by any tribunal of competent jurisdiction, then the provisions, portions or applications specified in such decision shall be of no force and effect, but the remainder of this collective bargaining agreement shall continue to be in full force and effect.

13.3.2 Upon the issuance of such decision, the Town and the Union shall negotiate an adjustment in the affected provisions, portions or applications with the intention of effecting the purpose of the provisions, portions or applications.

13.4 Duration of Agreement

13.4.1: This collective bargaining agreement shall be effective from January 1, 2010 through December 31, 2012, unless otherwise agreed to by the parties.

13.5 Execution of Agreement

IN WITNESS WHEREOF, the parties have caused this Collective Bargaining Agreement to be signed by their respective representatives on November 16, 2009.

TOWN OF BEEKMAN

CIVIL SERVICE EMPLOYEES ASSOCIATION

John Adams
Town Supervisor

Honora Knox
Unit Member

Barbara Zulauf
Town Board

Robert O'Connor
Labor Relations Specialist

Michael A. Richardson
Labor Relations Consultant