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Title: **Beekman, Town of and Beekman Town Hall Employees, CSEA, Local 1000 AFSCME, AFL-CIO (2007)**

Employer Name: **Beekman, Town of**

Union: **CSEA, AFSCME, AFL-CIO**

Local: **1000**

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GEN 19643

Town of Beekman + CSEA (Beekman Town Hall Employees)

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1/1/07 - 12/31/09

Agreement made this 6th day of August, 2007 by and between the Town of Beekman, a municipal corporation and political subdivision of the State of New York, with principal offices at Beekman in the Town of Beekman, Dutchess County, New York, hereinafter referred to as the "Employer" and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, hereinafter referred to as the "Union".

ARTICLE I - UNION RIGHTS

SECTION 1 - RECOGNITION

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 15 working days of the establishment of such new title(s).

The Bargaining Unit shall consist of all Town Hall employees classified in the titles of Justice Clerk, Assessor, Typist, Dog Control Officer, Maintenance Worker, and Cleaner. All elected officials, Comptroller, Account Clerk, Secretary to the Supervisor, and Secretary to the Highway Superintendent shall be excluded from the bargaining unit.

SECTION 2 - 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, NY 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.

SECTION 3 - 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.

SECTION 4 – INFORMATION

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.

ARTICLE II – MANAGEMENT RIGHTS

- A. 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.
- B. 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.
- C. 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.

ARTICLE III – AFFIRMATION NOT TO STRIKE

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.

ARTICLE IV – WORKDAY/WORKWEEK

SECTION 1 – HOURS

Town employees work Monday through Friday, thirty-five hours per week, seven hours per day, with the exception of the Maintenance Department, which will work 40 hours per week.

SECTION 2 – PART-TIME EMPLOYEES

Part-time employees are those employees who work 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.

SECTION 3 – 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.

ARTICLE V – COMPENSATION

Effective 1/1/2007, the employees shall receive an increase of 5%.

Effective 1/1/2008, the employees shall receive an increase of 5%.

Effective 1/1/2009, the employees shall receive an increase of 5%.

Part-time increases shall be pro-rated, based on the number of hours in a week that are worked.

The base rate of pay for the two Court Clerks, who were employees of the Town as of October 18, 2004, was equalized on October 18, 2004 at the higher rate of pay.

Longevity – Starting in the 11th year, a \$700 longevity shall be added to the salary. In the 16th year, an additional \$700 shall be added to the salary. In the 21st year, an additional \$700 shall be added to the salary.

Part-time longevity shall be pro-rated, based on the same as the salaries.

SECTION 3 – PREMIUM PAY

An employee shall be paid time and one-half (1½) rate for all hours worked over 40 hours per week. It is at the discretion of the employee to receive overtime rate in time or money. All hours between thirty-five (35) hours and forty (40) hours shall be paid at the straight time rate.

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.

SECTION 5 – MILEAGE

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

ARTICLE VI – HOLIDAYS

All employees shall be entitled to the following holidays off (on the closest weekday, if the holiday occurs on a weekend) with said regular pay:

- | | |
|-------------------------------|------------------------|
| New Year's Day | Columbus Day |
| Martin Luther King's Birthday | Election Day |
| Presidents Day | Veterans Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Day After Thanksgiving |
| Labor Day | Christmas Day |

The Town shall also provide another holiday of the Town's choosing. The Town shall provide reasonable notice of the holiday it shall give. Reasonable notice shall be deemed sufficient if the Town Board gives notice of the holiday at the first Town Board meeting at the beginning of each year.

ARTICLE VII – LEAVE WITH PAY

SECTION 1 – VACATION

- A. Employees shall be entitled to annual paid vacation according to the following schedule:

APPLICABLE TO CALENDAR YEAR OF HIRE

| Month Hired | Amount of Vacation (after 6 months) |
|---------------------|--|
| January & February | Five Days (5) |
| March & April | Four Days (4) |
| May & June | Three Days (3) |
| July & August | Two Days (2) |
| September & October | One Day (1) |
| November & December | None |

| <u>Length of Employment</u> | <u>Vacation Days</u> |
|-----------------------------|----------------------|
| After 1 year | 5 |
| After 2 years | 10 |
| After 5 years | 15 |
| After 8 years | 17 |
| After 10 years | 20 |
| After 20 years | 25 |

- B. Employees hired after October 18, 2004 must complete six (6) months of satisfactory employment before using accrued vacation. If due to this provision, an employee is unable to use vacation by the end of a calendar year, the employee must use the accumulated vacation time within the following year.
- C. Vacation will only be granted in full or half day increments. All requests for vacation must be in writing and made five (5) days prior to the requested time off up to a two-week maximum, unless more time is approved by the Town Board.
- D. Employees may elect to receive cash payment in lieu of time off for up to one-half (½) of their annual vacation entitlement to a maximum of ten (10) days. Payment shall be made in the last paycheck in December of the year of entitlement. For new hires vacations will be prorated and paid after the first of each year. Upon termination of employment, the employee will be paid on a prorated basis for any unused vacation leave. A maximum of 10 days vacation may be carried over to the following year.

SECTION 2 – SICK LEAVE

- A. Employees shall be credited with ten (10) sick days per year, accumulative to 150 sick days.
- B. An employee may be absent from duty with pay due to personal illness.

- C. 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.
- D. 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.
- E. Ten (10) days of such sick leave may be used for illness for a spouse, child, or parent.
- F. Employees out sick three (3) or more consecutive days may be required to provide a medical note.
- G. 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.
- H. 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 one-half of unused, accumulated sick leave at the employee's then current rate of pay up to 75 days.
- I. New employees shall receive pro-rated sick time for the first year, on a one-day per month basis, up to a maximum of 10 days a year.

SECTION 3 – PERSONAL AND BEREAVEMENT LEAVE

- A. Each employee shall receive four (4) personal leave days per year. For new hires, personal days shall be pro-rated at the rate of one (1) personal day per quarter or part thereof.
- B. Unused personal leave will be added to unused sick leave at the conclusion of each year.
- C. In the event of death of a member of an employee's immediate family, said employee shall be granted five (5) days paid leave. Immediate family is defined as spouse, child, parent, parent-in-law, siblings, grandparents, grandchildren, brother/sister-in-law or member of the employee's household.
- D. Each employee shall receive 3 days for extended family members. Extended members include aunts, uncles, and cousins.

E. Personal leave may not be used to extend a vacation.

SECTION 4 – UNION LEAVE

The Unit shall be entitled to one delegate up to five (5) 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 (48) hours notice to the employer in writing.

SECTION 5 – JURY DUTY

Full-time employees serving jury duty shall be granted leave with pay. Fee will be reimbursed to the employer with the exception of expense reimbursement.

SECTION 6 – 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.

SECTION 7 – 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.

ARTICLE VIII – RETIREMENT AND INSURANCE

SECTION 1 – RETIREMENT – FULL-TIME EMPLOYEES

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.

The Town will participate in Section 41-j of the Retirement and Social Security Law.

SECTION 2- LIFE INSURANCE – FULL-TIME EMPLOYEES

The employer shall provide each employee with twenty thousand dollars (\$20,000) of life insurance and accidental death and dismemberment.

SECTION 3 – HEALTH INSURANCE

The Town shall provide the Mohawk Valley Physician Health Plan or alternative plan as agreed to by the Town and the Union, for either individual or family coverage, for full-time employees. Employees shall contribute to the cost of the premiums as follows:

Effective 7/1/2007 employees will contribute 10% of insurance premiums' cost.

Effective 7/1/2008 employees will contribute 12.5% of insurance premiums' cost.

Effective 7/1/2009 employees will contribute 15% of insurance premiums' cost.

The Town will offer the Empire State Plan (~~NYSHIP, Core Plan, with major medical and psychiatric enhancements~~) as an option for insurance coverage. Any additional cost will be the responsibility of the employee. 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. JDC.

An employee shall be entitled to continue health insurance coverage upon retirement. The Town shall pay 50% of the premium cost of health insurance coverage for retired employees with eleven (11) years or more of service with the Town, and who are employed by the Town at the time of taking retirement.

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 three (3) years.

SECTION 4 – DISABILITY

The employer shall provide NYS Disability Insurance for its employees at statutory costs.

SECTION 5 WORKERS' COMPENSATION

Employees sustaining compensable injuries shall suffer no loss of wages or accruals. The employer shall be reimbursed by the Workers' Compensation carrier.

ARTICLE IX – UNION AND EMPLOYEE RIGHTS

SECTION 1 – ACCESS TO 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.

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.

SECTION 2 – GRIEVANCE PROCEDURE

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

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

- C. 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 (10) calendar days after the occurrence of the condition upon which the grievance is based.
- D. 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.

STEP ONE

- A. All grievances must be filed with the employee's immediate supervisor no later than ten (10) 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 (5) 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.
- B. The immediate supervisor of the grievant shall act upon each grievance filed within seven (7) 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.

STEP TWO

- A. 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 (5) 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.
- B. All meetings on each grievance processed to this step shall be granted by the Town Supervisor or the Town Supervisor's designee within ten (10) workdays after filing of an appeal at Step Two. The Town Supervisor shall have five (5) 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.

STEP THREE

- A. In the event that the Union is dissatisfied with the Town Supervisor's determination at Step Three, it may apply for arbitration, in writing, within fifteen (15) workdays of the employer's decision. Arbitration shall be conducted pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator is empowered to hear and decide any disputed appeal. 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.
- B. The award of the arbitrator shall be final and binding.
- C. 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.

SECTION 3 – PERSONNEL FILE

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 (3) 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 (5) 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.

ARTICLE X – SENIORITY AND VACANCIES

SECTION 1 – 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.

All layoffs in the non-competitive and labor class titles shall be inverse order of seniority. All layoffs in the competitive title shall be in accordance with Civil Service Rules and Regulations. All seasonal, temporary, part-time and provisional employees shall be laid off by title before any full-time employees are laid off.

SECTION 2 – VACANCIES

All vacancies within the unit shall be posted for at least ten (10) working days. 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.

ARTICLE XI – LABOR MANAGEMENT COMMITTEE

The 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.

ARTICLE XII – PROBATION, DISCIPLINE AND DISCHARGE

All employees under Dutchess County Civil Service Rules and Regulations shall have a probationary term of not less than eight (8) weeks nor more than twenty-six (26) weeks and may be extended by mutual agreement between the employer, the employee involved and the Union for a period not to exceed one (1) year. Thereafter, an employee may only be removed for just cause.

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.

ARTICLE XIII – CONFORMITY WITH LAW AND PRACTICE

SECTION 1 – MAINTENANCE OF STANDARDS

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.

SECTION 2 - MANDATED PROVISIONS LAW

- A. **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.**

- B. The Town of Beekman affirms that it will not lockout any and all employees of CSEA, Inc.


ARTICLE XIV - TERM OF AGREEMENT

This Agreement shall be and remain in effect from the first day of January 2007 to the 31st day of December 2009 or until a Successor Agreement is reached.

In witness whereof, the parties have hereunto signed this Agreement:

Town of Beekman

CSEA, Town of Beekman Unit



Town Supervisor

Labor Relations Specialist

2/6/2008

Date

Date

Unit President

Date

**TOWN OF BEEKMAN
PERSONNEL MANUAL**

**RECEIPT FO PERSONNEL MANUAL
FOR COLLECTIVE BARGAINING UNIT EMPLOYEES**

(Employee's Full Name --- Please Print)

I have received a copy of the Town of Beekman Personnel Manual.

I further understand that this Receipt must be given to the Town's Personnel Officer and shall be filed in my Personnel file.

Date

Employee's Signature

Please Note: A copy of the Personnel Manual must be given to each Town employee and elected official. A FULLY EXECUTED RECEIPT MUST BE FILED FOR EACH PERSON WHO RECEIVES A COPY OF THE PERSONNEL MANUAL.

APPENDIX "A"

**TOWN OF BEEKMAN
PERSONNEL MANUAL**

**RECEIPT OF PERSONNEL MANUAL
FOR COLLECTIVE BARGAINING UNIT EMPLOYEES**

Employee's Full Name – Please Print

I have received a copy of the Town of Beekman Personnel Manual.

Date

Employee's Signature