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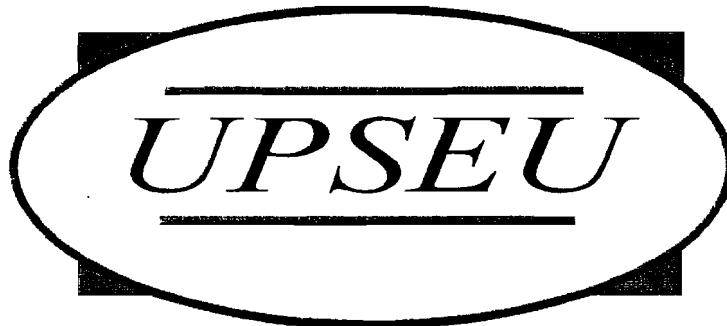
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# COLLECTIVE BARGAINING AGREEMENT

*By and Between*

**VILLAGE OF RHINEBECK  
MUNICIPAL EMPLOYEES**

*and*



**RECEIVED  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

JUN 16 2009

**ADMINISTRATION**

**UNITED PUBLIC SERVICE EMPLOYEES UNION  
June 1, 2007 - May 31, 2012**

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## **AGREEMENT**

AGREEMENT entered into this 23rd day of May 2007, by and between United Public Service Employees Union, hereinafter referred to as the "UNION" having its principal offices in the State of New York, and Village of Rhinebeck, hereinafter referred to as the "VILLAGE" located at 76 East Market Street, Rhinebeck, NY 12572, in the State of New York.

### **ARTICLE 1 WITNESSETH**

WHEREAS, the Union has been designated by a majority of the employees of the Employer in the bargaining unit as their sole collective bargaining agent with respect to wages, hours and other conditions of employment, and;

WHEREAS, it is recognized that the efficient and orderly method of establishing and maintaining peaceful and harmonious labor relations and of dealing with problems and controversies arising out of employment is through negotiations and agreement in accordance with the Public Employees Fair Employment Act (Article XIV of the New York State Civil Service Law).

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

### **ARTICLE 2 RECOGNITION**

SECTION A The Village recognizes the Union as the sole and exclusive representative for all bargaining unit positions listed in Paragraph B, (which excludes elected and appointed officials) for the purpose of collective negotiations, for all terms and conditions of employment and the administration of grievances for the term of this Agreement.

SECTION B All full and part-time employees in the following titles:

**INCLUDED TITLES:**

Street Department Foreman  
Mechanic  
Motor Equipment Operator  
Chief Water Treatment Plant Operator  
Water Maintenance Mechanic  
Water Treatment Plant Operator  
Chief Wastewater Plant Operator  
Wastewater Plant Operator  
Wastewater Plant Attendant  
Custodian (part-time)  
Laborer

SECTION C Any positions not covered in Paragraph B which are established subsequent to the date of execution of the Agreement shall be reviewed by the Union and the Village for the purpose of incorporating such positions into the bargaining unit. If a dispute arises regarding inclusion of a title in the bargaining unit the dispute will be submitted to the New York State Public Employees Relation Board for resolution.

SECTION D Except as expressly limited by other provisions of this Agreement, all the authority, rights and responsibilities possessed by the Village are retained by it, including, but not limited to, the right to determine the mission, purposes, objectives and policies of the Village; to determine the facility, methods, means and number of personnel required for conducting Village programs; to administer the Civil Service System, including the examination, selection, recruitment, hiring, appraisal, training, retention, promotion, assignment or transfer of employees pursuant to law; to direct, deploy and utilize the work force; to establish the specifications for each class of positions and to classify or reclassify and to allocate or reallocate new or existing positions in accordance with the law, and to discipline or discharge employees in accordance with the law and the provisions of this agreement.

SECTION E Full-time employees are regularly scheduled to work forty (40) hours per week and are entitled to full contractual salary and benefits.

Less than full-time employees are regularly scheduled to work twenty (20) hours per week or more and are entitled to full contractual salary and pro-rated benefits (except health insurance).

Part-time employees are regularly scheduled to work less than twenty (20) hours per week and are entitled to full contractual salary only.

Temporary employees are regularly scheduled to work up to forty (40) hours per week on a temporary basis (maximum ninety (90) days which may be extended by mutual consent) and are entitled to full contractual salary only.

### **ARTICLE 3 DUES AND AGENCY FEES**

SECTION A The Village shall deduct from the wages of all employees in the unit and remit to United Public Service Employees Union regular membership dues and other authorized UPSEU deducted for those employees who have signed the appropriate payroll deduction authorization(s) permitting such deductions and no other employee organization (Union) shall be accorded such payroll deduction privilege. Such dues and agency fees shall be remitted to:

United Public Service Employees Union  
3555 Veterans Highway, Suite H  
Ronkonkoma, NY 11779

SECTION B The Village shall deduct from the wages of employees in the bargaining unit who are not members of UPSEU an amount of money equivalent to the dues levied by UPSEU and shall transmit the sum deducted to UPSEU in accordance with Chapter 677 and 678 of the Laws of 1977 of the State of New York. Such agency fee deduction shall be made in the same procedure and manner as the regular dues deductions. In the event the State of New York no longer mandates agency fee deductions the following shall be applicable:

SECTION C In the event an action or proceeding is commenced in a court of competent jurisdiction or before an administrative agency regarding such fee, the Union agrees to indemnify and save harmless the Employer from and against the cost of such action or proceeding and to pay any judgement entered against the Village in such action or proceeding and to pay all costs upon demand the costs of complying with any interim order or final judgement that may be entered therein, reimbursement for expert witness fees, attorneys fees, arbitration fees, and all court costs and filing fees incurred by the Village

SECTION D The Village agrees to provide payroll deductions for Union sponsored insurance programs provided that such deduction is not in excess of the employees gross salary.

SECTION E The Village shall forthwith give the Union a list containing the names and home addresses of employees covered by this Agreement, their categories, wages and dates of hire and shall thereafter promptly furnish each quarter the names, home addresses, dates of hire, categories, and wages of all new employees in the bargaining unit.

#### **ARTICLE 4 UNION RIGHTS**

SECTION A The Village agrees that the Union shall have the sole and exclusive right to designate its own representatives, direct and manage its own affairs, and have exclusive access to employees during working hours to process grievances, disciplines, and discuss labor management issues, provided that such access does not interrupt the performance of normal duties and responsibilities of employees. Every effort will be made to hold such work interruptions to a minimum.

SECTION B The Union shall have an exclusive bulletin board at the village garage, the water treatment plant and the wastewater plant.

SECTION C Employees shall have the right to be free of restraint, discrimination, reprisal or coercion while engaged in union activities as provided through New York State Civil Service Law.

SECTION D The Village shall grant a total of fifty (50) hours, per year, of employee organization leave (not chargeable to any other leave accruals) to the Chief Shop Steward or one designee, for official union business other

than procedures under the grievance procedure (Article 5). A Union representative shall be granted a reasonable amount of time off to represent other employees at grievances that have not been resolved by the Village. Such time shall be granted without change to any other leave accrual.

## **ARTICLE 5 GRIEVANCE AND ARBITRATION**

### **SECTION A PURPOSE:**

It is the policy of the parties that all grievances be resolved at the earliest possible stage of the grievance procedure. Both parties recognize that the procedure must be available without any fear of discrimination because of its use. Formal or informal settlements at any stage of the grievance procedure shall bind the parties to the settlement but shall not be precedents in a later grievance proceeding.

### **SECTION B DEFINITIONS:**

1. A **grievance** is a dispute concerning the application and/or the interpretation of the agreement, any rule, policy or procedure of the employer, and shall be subject to all steps of this grievance and arbitration procedure.
2. A **grievant** is an employee or group of employees who submit a grievance, or on whose behalf it is submitted by the Union.
3. A **day** means a workday.

### **SECTION C PROCEDURE:**

The employee shall present his/her grievance within thirty (30) days after the date on which the action or omission given rise to the grievance occurred. Before the submission of a written grievance, the aggrieved party or the Department Shop Steward should attempt to resolve the grievance orally with the grievant's immediate supervisor.

#### **STEP 1**

If the grievance is not resolved informally, it shall be reduced to writing and submitted to the supervisor of the Department (i.e. Street Department, Waste Water, Water Treatment). The grievant shall identify the Article of the Contract, or the rule, regulation or procedure that has been violated and the remedy sought.

The supervisor of the Department shall meet with the employee, the Department Shop Steward and the Union representative within five (5) days of the submission of the grievance. The supervisor shall render a decision in writing no later than ten (10) days after the meeting.

#### **STEP 2**

If the grievant or the Union is not satisfied with the response, he/she may appeal the decision within ten (10) days to the designated trustee. The designated trustee shall review all documents and render a decision no later than ten (10) days after submission of the grievance.



### STEP 3

If the Union is not satisfied with the designated trustee's response, or if no response is received within the ten (10) day time limit, or if such decision by the trustee is not implemented, it may submit the grievance to the Village Board. If the grievance is not resolved by the Village Board within ten (10) days the Union may submit the grievance to the Public Employment Relations Board (PERB) or the American Arbitration Association (AAA) for binding arbitration.

If the Arbitrator assigned is acceptable to both sides, the proceeding will go forward as the Arbitrator dictates. If the Arbitrator assigned is not acceptable, the parties shall request that a list of arbitrators be submitted and shall meet within ten (10) days to select an Arbitrator from such list.

The Arbitrator's decision shall be in writing and shall be final and binding on both parties. The Arbitrator shall have no power to alter, add to, or detract from this Agreement.

The cost for the services of the Arbitrator shall be paid equally by the Village and the Union.

## **ARTICLE 6 DISCIPLINE**

### **SECTION A DISCIPLINARY GRIEVANCES**

1. Prior to any disciplinary interrogation, the permanent employee shall be advised he/she is the subject of an investigation and shall be given written notice of their right to Union representation.
2. No permanent employee shall be disciplined except for just cause. Such employee shall be served with written notice of the proposed action and the reason for it. Simultaneously, a copy of the notice shall be sent to the Union.
3. Generally, the concept of progressive and corrective disciplinary action shall be followed when imposing discipline. That is, discipline is designed to correct the employee's behavior, not merely to punish. Progressive discipline considers lesser punishment for minor infractions with harsher penalties for greater offenses. The process of progressive discipline shall include counseling, oral reprimand, written reprimand, suspension or discharge.
4. No disciplinary action shall be commenced more than six (6) months after the Village Board has knowledge of the alleged acts of incompetency or misconduct. Such limitation shall not apply when the aforementioned complaint, if proven in a court of appropriate jurisdiction, constitutes a crime.

SECTION B APPEAL FROM DISCIPLINARY ACTION

1. If the employee and/or the Union disagrees with the proposed disciplinary action, the employee may appeal the matter in accordance with Step 3 of the grievance procedure. IF the Union is not satisfied with the response at Step 3, the Union may elect to submit the matter to arbitration by filing a Demand for Arbitration with the New York State Public Employment Relations Board (PERB) in accordance with its rules and procedures. The Demand for Arbitration must be filed within fifteen (15) days from receiving the Step 3 response or when the Step 2 response should have received.
2. If the Union appeals a disciplinary action consisting of a suspension or termination of employment within ten (10) days at Step 3 of the grievance procedure, the Village may not impose such penalties until the proposed penalty is upheld by the arbitrator. This provision will be waived for ten (10) work days in the event the employee's presence on the job would be hazardous to the employee, other employees, the public, or the Village. Said employee may be suspended without pay for a period not to exceed twenty (20) days. After such time, said employee may remain suspended, but, with pay.
3. All decisions rendered in such arbitrations shall be final and binding.
4. All disciplinary warnings and/or reprimands shall be removed from an employee's file twelve (12) months from the date of issue provided there are no repeat violations for the same infraction extending the time period or there is a pending disciplinary hearing during this period.

**ARTICLE 7  
COMPENSATION**

SECTION A All employees shall have their hourly rate increased by \$.85 per hour effective June 1, 2007; \$.85 per hour effective June 1, 2008; \$.85 per hour effective June 1, 2009; \$.85 per hour effective June 1, 2010 and \$.85 per hour effective June 1, 2011.

SECTION B New employees, or current employees promoted, shall have a starting wage rate as indicated below:

<u>Title</u>	
Chief Water Plant Operator	21.00
Water Maintenance Mechanic	17.00
Water Treatment Plant Operator	17.00
Chief Wastewater Plant Operator	21.00
Wastewater Plant Operator	17.00
Wastewater Plant Attendant	14.50
Street Department Foreman	19.50

Mechanic	16.00
Motor Equipment Operator	14.00
Laborer	11.50
Custodian (part-time)	8.00

The Village may hire employees, or promote employees, with prior relevant work experience, at an hourly rate above the starting wage.

## SECTION C OVERTIME

1. All hours worked in excess of eight (8) hours per day and forty (40) hours per week shall be paid at the rate of one and one-half (1 ½) times the employees hourly pay, or due the employee in personal, bereavement, vacation or sick leave. An employee may choose to be paid overtime in compensatory time. Said election shall be made within two (2) days of earning the compensatory time. Employees may accumulate up to eighty (80) hours of compensatory time and may be carried over year to year. All hours over eighty (80) shall be paid out.
2. Overtime shall be assigned on a rotating basis by the working foreman. Each department shall post a seniority list in its work place for the assignment of overtime. As the senior employees work or decline overtime their names shall be placed at the bottom of the list. Each subsequent employee shall be treated the same way. No employee in another department shall be asked to work overtime until all employees of the department where the overtime is to be worked have been asked.
3. DOUBLE TIME - Two (2) times the regular hourly wage plus regular time; therefore, three (3) times the regular hourly wage. "Double time" shall be paid to all regular full-time Village employees after sixteen (16) straight uninterrupted hours of work and on holidays. All unscheduled hours of work on Sunday (for Monday through Friday employees and for Tuesday through Saturday employees), or on Friday (for all other scheduled employees) shall be paid one (1) times the regular hourly wage plus regular time; therefore, two (2) times the regular hourly wage. Employees called in to work on Sunday (for Monday through Friday employees and for Tuesday through Saturday employees), or on Friday (for all other scheduled employees) shall be paid a minimum of four (4) hours.

## SECTION D CALL-IN

1. Should an employee be called in to return to work after finishing for the day, such employee shall be paid for a minimum of four (4) hours, at the time and one-half (1½) rate, regardless of the duration of the job.
2. Should an employee be called in to work earlier than one (1) hour prior to the start of his/her shift in response to an emergency, such

employees shall be paid for a minimum of four (4) hours pay at the time and one-half (1 ½) rate, regardless of the duration of the job.

3. Employees asked to work beyond their shift will be paid at the overtime rate. The "Call-in" provision will not apply.

#### SECTION E OUT-OF-TITLE WORK

1. The Village agrees that employees who are qualified to and who work at a higher job classification shall be paid at the higher job classification employee's rate of pay for all such work. The Village also agrees that the employee shall be paid for a minimum of four (4) hours at the higher rate for any such out-of-title work performed.
2. Assignment of work in a lower classification shall not result in a diminution of salary.
3. Provision of this section are not retroactive but shall be effective on the day of ratification of the contract. All out-of-title work shall be approved in advance by the Mayor or his/her designee.
4. In order to be eligible for out of title pay, an employee must work in the higher job classification for a minimum of five (5) consecutive days. Out of title compensation shall only apply to work performed in the following job classifications: Chief Water Plant Operator, Chief Wastewater Operator and Street Department Foreman.

SECTION F Employees with five (5) years or more of continuous service shall receive annual longevity compensation upon completion of the years of service as follows:

5 years service	=	\$250
10 years service	=	\$500
15 years service	=	\$750
20 years service	=	\$1000
25 years service	=	\$1250
30 years service	=	\$1500

Such payment shall be made within one (1) month of employment anniversary date.

SECTION G New employees shall serve a ninety (90) day probationary period after which said employee shall be eligible for all benefits.

### ARTICLE 8 HEALTH INSURANCE

SECTION A The Village shall provide employees with the MVP Health Plan New York Co-Plan 20. No changes in the level of benefits or the five percent (5%) premium employee contribution level will be made without negotiation with the Union.

SECTION B The Village will provide the UPSEU Dental Plan to permanent full-time bargaining unit employees and their families at no cost to the employees upon ratification of the Agreement.

SECTION C The village will provide the UPSEU Vision Plan to permanent full-time bargaining unit employees and their families at no cost to the employees.

SECTION D Employees who are covered by health insurance from another source, may elect not to receive health insurance from the Village. Such employees must make their election in November for the following year. Such election shall be for the entire year, unless the employee becomes ineligible for health insurance from the other source, at which time the employee may re-enroll in the Village health insurance plans for the remainder of the year. Employees who elect not to receive health insurance shall be paid one-third (1/3) of the applicable premium cost.

If an employee re-enrolls in the health plan during the course of the year he elected the provisions outlined above, shall reimburse the Village on a pro-rata basis consistent with the percentage of the year remaining at the time of the re-enrollment.

#### **ARTICLE 9 TIME RECORDS**

SECTION A Time sheets as supplied by the Village Treasurer shall be submitted each pay period, with time cards attached, checked and approved by the department supervisor indicating the hours worked, the days off, labeled as to whether they are sick, personal, vacation or bereavement time. The department supervisor's time sheet will be approved by the Trustee in charge of the Department. Any overtime worked will also be indicated on the time sheet.

SECTION B No time record will be altered by management without written notice to, and approval by, the employee.

#### **ARTICLE 10 PAY DAY**

SECTION A The salaries and wages of employees shall be paid on the same day in each bi-weekly pay period no later than noon. If paychecks are available at Village Hall prior to noon on payday, they will be distributed when ready. If due to Employer error, a pay check is deficient, the Village will issue a supplemental paycheck within two (2) business days of the pay day in question. In the event such day falls on a holiday, the preceding day shall be the payday.

SECTION B In the event a payday falls during an employees scheduled vacation period, the pay check for that pay period will be made available to the employee of the last day of work before beginning his/her vacation. At least two (2) weeks notice must be given to the Village clerk in order to have the vacation check made available.

SECTION C Each paycheck shall contain the accrued balances for sick leave, personal leave, vacation leave and compensatory time.

### **ARTICLE 11 WORKDAY/WORKWEEK**

SECTION A The regular work day of all employees shall be eight (8) consecutive hours excluding the meal period. The regular starting time shall be between the hours of 6:00 AM and 8:00 AM by Agreement between the employee and the supervisor.

In the event other starting times are required by extraordinary conditions such starting time must be mutually agreed to by the employee and the supervisor.

SECTION B The regular workweek of all bargaining unit employees shall be forty (40) hours, Monday through Friday.

SECTION C Notwithstanding the above, the Village may establish a workweek other than Monday through Friday for the Operator of the Water Treatment and Wastewater Plants.

### **ARTICLE 12 VACATION LEAVE**

SECTION A Full-time employees shall earn vacation credits in accordance with the following schedule:

<u>At the completion of:</u>	<u>Vacation:</u>
1 year	80 hours
2 years	80 hours
3 years	96 hours
4 years	96 hours
5 years	120 hours
7 years	140 hours
10 years	160 hours
12 years	180 hours
15 years	200 hours
17 years	220 hours
20 years	240 hours

- SECTION B Vacation requests from employees, other than the supervisor, are to be made to the supervisor. The supervisor will make vacation requests to the Village Trustee in charge of the Department. Vacation accruals can be used in increments of hours. Vacation requests shall be responded to within two (2) weeks from the date of such request.
- SECTION C Holidays occurring during the specified vacation period shall be added to the vacation period on the first working day or taken at another time as approved by the department head. Vacations shall be taken only at such time as fixed by the department head or Trustee in charge. Seniority shall prevail in vacation choice in each department. However, employees with approved vacation time may not be "bumped" out of such scheduled vacation time by a senior employee.
- SECTION D If upon separation from service an employee has accumulated vacation on the books, the Village will pay to that employee the current daily rate of pay for all accumulated days up to a maximum of 240 hours. All hours over 240 hours shall convert to sick leave.
- SECTION E Employees may request a buy-out of accumulated vacation leave either partially or entirely. The Village shall respond to said request within fourteen (14) days.

### **ARTICLE 13 SICK LEAVE**

- SECTION A Permanent full-time employees shall earn sick leave at the rate of four (4) hours per pay period, eligible after one (1) month of employment. Accumulated sick leave credits shall be used only for an employee's personal or family illness. Sick leave will be earned and accumulated while an employee is in a pay status.
- SECTION B Employees are responsible for reporting and justifying the use of sick leave. Advance notification shall be given whenever possible. Employees must give notification of their absence no later than one hour after the normal starting time of their shift. If no such notification is given, the use of sick leave may be denied.
- SECTION C After more than two (2) consecutive days of absence on sick leave the employer may require medical certification of the employees illness.
- SECTION D When an employee is eligible for worker's compensation because of disability, he/she shall elect in writing to the Village Board whether or not he/she desires to have sick leave with pay during the period in which he/she will receive compensation. If he/she elects to take sick leave with pay during disability, up to and not exceeding accumulated unused sick time, he/she will be paid for the difference between the compensation paid and his/her regular rate of pay. The dollar amount paid as the difference will be adjusted to hours, days or weeks and deducted from his/her accumulated unused sick time. Such election must be made within thirty (30) days after the period of disability starts.

SECTION E Upon exhaustion of accumulated leave credits, disability pay and extended leave at one half pay, if the employee still cannot return to work he/she may be granted a leave of absence without pay for one (1) year. After one (1) year of absence the right to reinstatement exists upon determination of sufficient recovery as reported by a Village Board appointed physician.

#### **ARTICLE 14 PERSONAL LEAVE**

SECTION A Full-time employees with six (6) months or more of service as of January 1 of any year shall be allowed forty (40) hours of personal leave during that calendar year. Such leave shall not be cumulative.

SECTION B Full-time employees with six (6) month or less of service as of January 1 of any year shall be allowed twenty-four (24) hours of personal leave during that calendar year. Such leave shall not be cumulative.

SECTION C A request for a personal day should be made to the department head or trustee in charge of the department as soon as the employee knows he/she wishes to take a personal day. Permission to take such days will not be unreasonably denied and superiors may not inquire as to the nature of the business the employee wished to conduct on such personal day(s).

SECTION D Personal leave shall not be used to extend a vacation period unless the employee has exhausted all available vacation leave.

#### **ARTICLE 15 BEREAVEMENT LEAVE**

Employees will be entitled to up to three (3) days of paid bereavement leave upon the death of an immediate family member. Immediate family member is defined as: Father, Mother, Spouse, Sibling, Grandparent, Son or Daughter. Step relations or in-laws as above will also be considered immediate family. In cases of extenuating circumstances, the Village may grant, at its discretion, up to five (5) days leave. Such extensions would not be precedent-setting.

#### **ARTICLE 16 JURY DUTY**

A permanent full-time employee of the Village of Rhinebeck required to appear or serve on a jury will be allowed to perform that service without losing benefit time or salary from his/her regular salary. An employee selected for jury duty will be scheduled for the day shift for the duration of any jury duty. The employee will be allowed to keep monetary compensation received for performing jury duty.



**ARTICLE 17  
HOLIDAYS**

SECTION A     The Village will observe the following holidays:

New Year's Day  
President's Day  
Good Friday  
Memorial Day  
Fourth of July  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Day

Holidays that fall on Saturday will be observed on Friday and holidays that fall on Sunday will be observed on Monday.

SECTION B     Employees who work on the actual and/or the observed holiday shall be paid pursuant to Article 7, Section C. 3.

**ARTICLE 18  
POSTING AND FILLING OF VACANCIES**

SECTION A     All vacant positions in the unit shall be posted for a period of ten (10) working days. The posting, as a minimum, shall include: job title, description of duties, qualifications required and salary.

SECTION B     If the position is to be filled by promotion, the following procedure shall apply:

1. Promotions for competitive class employees shall be conducted pursuant to Civil Service Law and regulations.
2. (A) Notice of each opportunity for promotion, due to a vacant or newly established position in the labor and non-competitive classes, shall be posted on all bulletin boards for a period of no less than ten (10) working days. Said notice shall state the position classification, salary and qualification requirements. The department head shall accept written applications from all interested employees during such period.  
  
(B) Eligibility for appointment shall be determined by an applicant's experience and other qualifications to perform the duties normally assigned to an employee in such a position, as demonstrated in the employee's application, and a selection interview. As between applicants with substantially equal qualification, seniority shall prevail.

- (C) It shall be the policy of the Employer to fill all vacant positions by promotion of qualified employees whenever reasonably possible.
- (D) If the position is to be filled by lateral transfer from another department employees who apply shall be considered on the basis of knowledge of the job and seniority. Where employees who have the ability to perform the work are substantially equal seniority shall prevail.

**ARTICLE 19  
SENIORITY**

- SECTION A Seniority for the purposes of vacation scheduling and transfer shall be defined as the length of service with the Village from the employees first date of hire. Upon permanent appointment, an employee's date of hire shall include all full-time, part-time and consecutive temporary service with the Village (applied retroactively to all current employees).
- SECTION B Seniority for the purpose of assignment of overtime, call-in and promotion shall be defined as the length of Village service in the employees department.
- SECTION C The Village shall establish a seniority roster at each work location for use in the assignment of overtime. Notification two plus (2+) hours ahead of time for assignment of overtime, except in the event of an emergency.
- SECTION D An emergency shall be defined as a circumstance, or set of circumstances, that could not be anticipated, or known, in advance by the Village.

**ARTICLE 20  
JOB SECURITY**

- SECTION A An employee shall become permanent after a three (3) month probationary period and upon approval and permanent appointment by the Village Board.
- SECTION B If a lay-off or reduction in force occurs, employees will be laid off in reverse order of seniority, in their respective job classifications. All probationary, temporary and provisional employees will be laid-off before any permanent employee of the Village is laid off.
- SECTION C In the event a lay-off affecting permanent employees is ordered, any affected employee shall receive, as a minimum, three weeks notice in writing of proposed lay-off. During that period the Village will use every effort to retrain the affected employee to make him/her eligible for an alternative position in the bargaining unit.

SECTION D Any employee laid off shall remain on a recall roster for a period of two (2) years. Employees on such roster shall have exclusive right to be returned to the position vacated should the employer decide to fill such vacated position. Re-hiring will be done on a seniority basis.

**ARTICLE 21  
WORKING CONDITIONS**

SECTION A UNIFORMS AND PROTECTIVE EQUIPMENT

1. The Village of Rhinebeck will provide, at its expense, pants and shirts as needed to all employees of the Water, Waste-water, and Highway Departments. Uniforms will be provided through a uniform company and must be maintained in good repair by the employee and returned when employment is terminated. The employee will be responsible for all expenses as the result of the neglect, abuse, or loss of uniforms. The employee will wear uniforms when working unless excused by the department supervisor.
2. The Village of Rhinebeck will provide protective clothing and equipment as provided by OSHA standards. This would normally include: hard hats, safety glasses, safety shields, ear protection, masks, etc. The Village will provide winter jackets by November 1<sup>st</sup> of each year.
3. The Village of Rhinebeck shall supply, at its expense, one (1) pair of safety shoes during the month of June of each year for each permanent full-time employee in the bargaining unit. The employees must wear the provided safety shoes while working.
4. The Village of Rhinebeck will provide all necessary tools and equipment required for the employee to perform job duties. All tools and equipment will be in good repair. The employee is responsible for proper care and use of all tools and equipment.

SECTION B REST BREAKS

Rest breaks not to exceed fifteen (15) minutes in length will be scheduled for each four (4) hour work block by the department supervisor.

SECTION C CLEAN-UP PERIOD

A ten (10) minute clean-up period will be provided at the end of each shift for employees at the Wastewater, Water and Highway Departments.

SECTION D ANNUAL PHYSICAL

Employees shall be reimbursed up to one hundred and fifty dollars

(\$150.00) per employee for a physical examination as required per OSHA regulations. Reimbursement will only be made for that amount in excess of coverage available through the employer provided Health Insurance Plan.

**SECTION E MILEAGE REIMBURSEMENT**

The Village will pay the IRS mileage rate for employees required to use their own vehicles in the pursuit of Village business. The Village will not normally require any employee to use his/her own vehicle to perform Village work. A Village employee will not normally be denied use of a Village vehicle for approved Village business.

**SECTION F JOB DESCRIPTION**

All employees will be supplied a copy of their job description.

**SECTION G PERSONNEL FILES**

An employee has the right to inspect his/her personnel file in the presence of the Village Clerk or her designated assistant. An employee has the right to provide a response to any documents(s) which the employee contests as unfair or incorrect.

**SECTION H LABOR MANAGEMENT/SAFETY COMMITTEE**

There shall be a Labor Management/Safety Committee established comprised of up to three (3) unit members and up to three (3) members from management. The committee shall meet quarterly (January, April, July, October) to discuss issues of common concern. Meetings should be scheduled during normal work hours, on a mutually agreed upon date and time.

**SECTION I FEES**

Fees paid by employees in order to maintain licenses and certifications required by the Village will be fully reimbursed to the employees by the Village. If an employee's service with the Village is severed, for whatever reason, he/she will reimburse said fee payment to the Village on a pro-rated basis. This may be deducted from the employee's last check.

**ARTICLE 22  
RETIREMENT**

**SECTION A NEW YORK STATE RETIREMENT PLAN**

The Village shall continue to participate in the New York State Employee's Retirement System with all the rights and benefits presently provided under A14 for Tier III and A15 for Tier IV employees.

SECTION B COST OF PLAN

The total cost of the plan shall be borne by the employer except as required by law.

SECTION C SICK LEAVE APPLICATION

Upon retirement, all sick leave accrued by a retiring employee may be applied, (upon election of the employee), at the employee's hourly rate, to the payment of the employee's health insurance upon retirement. This benefit is no longer in effect upon a retiree's reaching 65 years of age, or upon his /her eligibility for Medicare, whichever comes first.

A retiring employee may elect, as an alternative to the above-referenced retirement sick leave application, the NYS Retirement System 41J plan. All costs beyond the sick leave application will be borne by the Village.

**ARTICLE 23  
MISCELLANEOUS PROVISIONS**

SECTION A TUITION REIMBURSEMENT

The employer shall pay for any course of study, course of instruction, or training that is required for employees to maintain licenses or is required to maintain the standards of their job.

SECTION B INDEMNIFICATION

Every effort will be made to avoid the employee from using his/her own vehicle for Village business. However, if the employee must use his/her own vehicle, then there will be indemnification for any injuries that would be compensated under the Worker's Compensation Law to the extent not covered by compensation insurance law or other sources.

SECTION C PAST PRACTICE

All existing rules, regulation, and established practices previously granted or allowed by the Village and not inconsistent or included in this agreement shall remain in full force and effect.

SECTION D SUBCONTRACTING

No permanent employee will lose his job, be laid off, or suffer a diminution of salary or benefits as a result of the Villages right to contract out for goods and services.

**ARTICLE 24  
MANDATED PROVISION OF LAW**

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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

**ARTICLE 25  
SEPARABILITY**

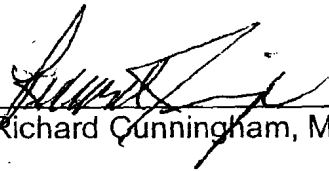
SECTION A      In the event that any provisions of the Agreement shall at any time be declared invalid by a court of competent jurisdiction or through government regulation or decrees, such decision shall not affect any of the other provisions of this Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

SECTION B      Any article or provision in this contract construed to be in violation of the New York State Civil Service Law shall be deemed to be excised from this Agreement.

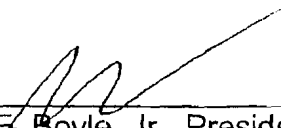
ARTICLE 26  
DURATION

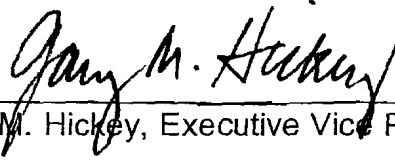
This Agreement shall be in effect from June 1, 2007 through May 31, 2012.

Village of Rhinebeck

  
\_\_\_\_\_  
Hon. Richard Cunningham, Mayor


United Public Service Employees Union

  
\_\_\_\_\_  
Kevin E. Boyle, Jr., President

  
\_\_\_\_\_  
Gary M. Hickey, Executive Vice President

Negotiating Committee:

  
\_\_\_\_\_  
Todd Campbell

  
\_\_\_\_\_  
Anthony Gasparini

  
\_\_\_\_\_  
Scott Minn

  
\_\_\_\_\_  
John Raimondo

Date: 06/05/04

Date: 5-23-07