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Contract Database Metadata Elements

Title: **Valatie, Village of and United Public Service Employees Union (UPSEU), (2007)**

Employer Name: **Valatie, Village of**

Union: **United Public Service Employees Union**

Effective Date: **06/01/07**

Expiration Date: **05/31/12**

PERB ID Number: **9665**

Unit Size: **2**

Number of Pages: **21**

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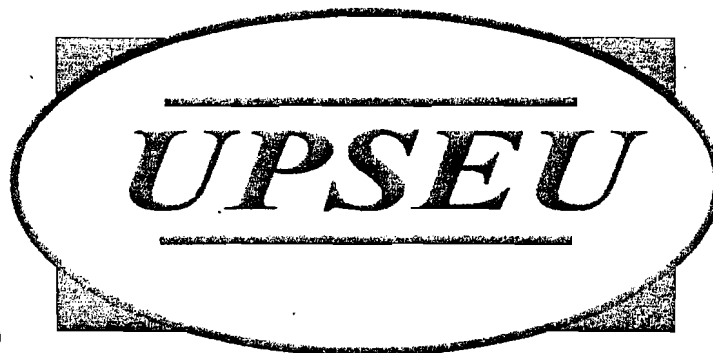
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GEN/9665

COLLECTIVE BARGAINING AGREEMENT

VILLAGE OF VALATIE

and



RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

APR 22 2009

ADMINISTRATION

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

2 Employees

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AGREEMENT

AGREEMENT entered into this day of 2008, by and between United Public Employees Union, hereinafter referred to as the "UNION" having its principal offices in the State of New York, and Village of Valatie, hereinafter referred to as the "VILLAGE" located at 3053 Main Street, P.O. Box 457, Valatie, NY 12184, in the State of New York.

ARTICLE 1 WITNESS TO

WHEREAS, the Union have 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 the Agreement.

Section B INCLUDED TITLES:

Water and Wastewater Superintendent (competitive) a/k/a Chief
Wastewater Operator*
Assistant Wastewater Treatment Plant Operator (non-competitive)

*The holder of this title may also be appointed as Superintendent of the Water Department pursuant to ¶107-1 of the Village Code and may also be appointed Superintendent of the Sewer Department pursuant to ¶127-1 of the Village Code.

Section C Any positions not covered in Paragraph B by the terms of Section A 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 Employment Relations Board (PERB) for resolution.

Section D Except as expressly limited by other provisions of the 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 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 the agreement.

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 deductions 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.

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 deductions 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 the Agreement, their categories, wages and dates of hire and shall thereafter promptly furnish upon hiring new employees: dates of hire, categories, and wages of all such 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 waste water 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 eight (8) 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.
4. A **Designated Trustee** is a Village of Valatie trustee who is appointed by the Village Mayor to act as liaison to the Water/Wastewater Department.

Section C Procedure:

The Employee shall present his/her grievance in writing 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 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 Water and Wastewater Superintendent. The grievant shall identify the Article of the Contract, or the rule, regulation, or procedure that has been violated and the remedy sought. In the event that the grievant is the Superintendent, the grievance shall be submitted to the Designated Trustee (Step 2).

The Water and Wastewater Superintendent shall meet with the employee, the shop steward and the Union representative within five (5) days of the submission of the grievance. The Superintendent 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 PERB or the American Arbitration Association 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 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 Grievance

1. Prior to any disciplinary interrogation, the permanent employee shall be advised they are the subject of an investigation and shall be given written notice to 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 months after the Village Board has knowledge of the alleged acts of incompetency or misconduct, or conviction of a crime. 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 been 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 employees 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 employees 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 employee shall have their hourly rate increased by:

Effective 6/0/2007	-	Three percent (3%)
Effective 6/1/2008	-	Three percent (3%)
Effective 6/1/2009	-	Three percent (3%)
Effective 6/1/2010	-	Three percent (3%)
Effective 6/1/2011	-	Three percent (3%)

Water and Wastewater Superintendent

<u>6-1-2007</u>	<u>6-1-2008</u>	<u>6-1-2009</u>	<u>6-1-2010</u>	<u>6-1-2011</u>
\$24.52	\$25.26	\$26.02	\$26.80	\$27.60

Assistant Wastewater Treatment Plant Operator

<u>6-1-2007</u>	<u>6-1-2008</u>	<u>6-1-2009</u>	<u>6-1-2010</u>	<u>6-1-2011</u>
\$20.26	\$20.87	\$21.50	\$22.15	\$22.81

Section B 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, however, all compensatory time must be used within thirty (30) days of earning the same. Said election shall be made prior to the end of the pay period.
2. 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 shall be paid one (1) times the regular hourly wage plus regular time; therefore, two (2) times the regular hourly wage.

Section C Emergencies/Alarms

1. Should an employee return to work in response to an emergency, alarm, or other unscheduled event after finishing for the day and one (1) hour prior to the start of the next working day, such employee shall be paid for a minimum of four (4) hours, at the overtime rate, regardless of the duration of the job.

2. In cases of emergency calls, the overtime rate will begin at the moment of notification and end upon the return of the employee to his/her immediate off-duty destination. In the case of responses that continue into the next working day, the four (4) hour minimum as referenced above shall apply, however, at 7:00 am a new day shall begin at the regular hourly rate. The overtime rate shall resume, if necessary, at the end of the eight (8) hours until the resolution of the emergency.
3. Employees who agree to work beyond their shift will be paid at the overtime rate. The provision referenced in Subsection 1 will not apply, unless the reason for overtime is classified as "emergency" under the terms expressed in Article 19, Section F.

Section D Out of Title Work

1. No employee shall be called upon to perform at a higher level of responsibility unless said employee performs the duties as part of his ordinary work tasks without receiving a pay rate equal to that of the employee who regularly performs that duty.
2. Assignment of work in, or a reduction to, a lower classification shall not result in a diminution of salary, unless said reduction is the result of a valid disciplinary action which has been reviewed and accepted by the employee and the Union, or is part of a change of status or position instigated by the employee.
3. Provisions 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 at the discretion of the Designated Trustee prior to the commencement of the work.

Section E Longevity

After the following years of service, and employee shall be paid a longevity increment in the amounts listed:

Five (5) years through nine (9) years	\$500.00 per year
Ten (10) years through fourteen (14) years	\$1,000.00 per year
Fifteen (15) years through nineteen (19) years	\$1,500.00 per year
Twenty (20) years	\$2,000 one time upon the twentieth (20 th) anniversary of service.

There will be no longevity increment for any service after twenty (20) years. All longevity pay will be paid on the stated anniversary of employee's hiring subject to ordinary deductions. The above referenced

longevity pay commences as of June 1, 2007. The employees waive the right to make any claims for previous longevity pay.

ARTICLE 8 HEALTH INSURANCE

Section A The Village will provide health insurance to full-time employees and their spouse and coverage will be the same as was in effect on June 1, 1999. Any changes in the level of benefits or employee contribution level will not 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 not 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 make such election shall be paid \$1,500.00 for electing not to receive an individual plan in the first pay period in December.

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.

Section E Upon retirement from the Village, employees may elect to continue the same health insurance coverage from the Village. Employees who elect to continue Village health insurance coverage, and have a minimum of ten (10) years service with the Village, shall have seventy-five (75%) of their health insurance premium paid by the Village. Alternatively, the same employee may choose to reduce coverage from family to single individual coverage and receive one hundred percent (100%) premium paid by the Village.

**ARTICLE 9
TIME RECORDS**

- Section A Time sheets for hourly employees as supplied by the Village Treasurer shall be submitted each pay period, 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. 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 week, currently Thursday.
- 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 on the last day of work before beginning his/her vacation. At least two weeks notice must be given to the Village clerk in order to have the vacation check made available.
- Section C The Village shall offer direct deposit of the employees paycheck, providing that the employee uses the same depository as the Village.

**ARTICLE 11
WORKDAY/WORKWEEK**

- Section A The regular work day of the employees shall be eight (8) consecutive hours. The regular working hours will be 7:00 a.m. to 3:00 p.m. At the discretion of the Superintendent, these hours may be flexed with the approval of the Designated Trustee. However, at the discretion of the Water and Wastewater Superintendent, emergency repair work may be done at any time.
- Section B The regular workweek of all bargaining unit employees shall be forty (40) hours, Monday through Friday.

**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	40 hours
2 years	80 hours
5 years	120 hours
10 years	200 hours

Section B Holidays occurring during the specified vacation period shall be added to the vacation period on the first working day or, if taken at another time, as approved by the Designated Trustee. Such written approval will be granted within seven (7) days of the request or will be deemed approved. Vacations shall be taken only at such time as approved by the Designated Trustee. Such written approval will be granted within seven (7) days of the request or will be deemed approved. Seniority shall prevail in vacation choice.

Section C Unused vacation: Employees may accumulate up to two hundred forty (240) hours vacation. 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 such accumulated days up to a maximum of two hundred forty (240) hours.

Section D Vacation scheduling shall be approved by the Designated Trustee. All efforts will be made to see that coverage of hours (7:00 a.m. - 3:00 p.m.) will be consistent. The Village Clerk will be notified of every vacation by the Superintendent at least two (2) weeks prior to the start of the vacation in order to avoid unnecessary delays in Village business in non-emergency situations.

Section E Maximum vacation time that may be accumulated is two hundred forty (240) hours.

**ARTICLE 13
LEAVE TIME**

Section A Permanent full-time employees shall earn leave time as follows: Sick leave time at the rate of eight (8) hours per month, eligible after one (1) month of employment. Accumulated sick leave time may not exceed thirteen hundred twenty (1320) hours. Personal leave time at the rate of forty (40) hours leave credit at the start of each fiscal year.

Employees who have not completed a full year's service with the Village, prior to the start of a new fiscal year will be granted said leave on a pro-rated basis. Accumulated leave credits shall be used only for an employee's personal or family illness or to engage in personal business.

- Section B Advance notification shall be given whenever possible. Employees must give notification of their absence no later than one (1) hour after the normal starting time of their shift. If not such notification is given, the use of leave time may be denied.
- Section C After more than three (3) consecutive days of absence due to sickness the Village may require medical certification of the employee's illness. In accordance with Federal HIPPA regulations, no disclosure of an employee's medical or health information shall be required.
- 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 leave 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 leave time. Such election must be made within thirty (30) days after 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.
- Section F All leave (sick, personal, vacation) accrued prior to the ratification of this Agreement will be carried forward.
- Section G Leave time shall not be used to extend a vacation period without permission from the Superintendent.
- Section H Personal Leave Time must be used by the employee prior to the end of the fiscal year.
- Section I Compensatory Leave Time must be used within thirty (30) days of earning same.

**ARTICLE 14
BEREAVEMENT LEAVE**

Employees will be entitled to up to five (5) 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.

**ARTICLE 15
JURY DUTY**

A permanent full-time employee of the Village of Valatie 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 16
HOLIDAYS**

The Village will observe the following holidays:

New Year's Day
Martin Luther King 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.

**ARTICLE 17
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.

Section B Seniority for the purpose of assignment of overtime, emergencies/alarms and promotion shall be defined as the length of Village service in the employees department. Senior employees shall be given the "right of first refusal". Should no employee agree to necessary, emergency overtime, the employee with least seniority will be responsible to perform the service.

ARTICLE 18 JOB SECURITY

Section A An employee shall become permanent after a twelve (12) month probationary period and upon approval and permanent appointment by the Village Board. After twelve (12) months, the Board of Trustees must either terminate or make the employee permanent. This Section is subject to the provisions of the State, including New York State Civil Service, and Federal Law.

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 (3) 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 19 WORKING CONDITIONS

Section A The Village can not 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. If an employee's car is used for Village Business, reimbursement will be for mileage at the then current IRS rate. Also, if the employee chooses to 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. Any damages or loss which may occur to an employees property while it is in use for Village business will be reimbursed by the Village.

- Section B All employees will be supplied a copy of their job descriptions.
- Section C 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 document(s) which the employee contests as unfair or incorrect. Copies of said documents will be provided to the employee and the Union at the time they are issued.
- Section D There shall be a Labor/Management Team established upon ratification of this Agreement which will comprise of the Superintendent of the Water/Wastewater Department and the Trustee Liaison as defined in Article 5 of this Agreement. The team shall meet on a monthly basis, prior to the Village Board meeting to discuss issues of common concern, and to prepare the Trustees for their reports to the Village Board and Mayor. Meetings should be scheduled during normal work hours, on a mutually agreed upon date and time.
- Section E No later than July 1 of each fiscal year, the Village will provide an allowance of \$200.00 for shoes and auxiliary clothing to each employee. Employees shall wear serviceable uniforms and suitable, steel-toe work shoes on workdays. Uniforms will be provided by the Village.
- Section F An emergency in Water/Wastewater Departments shall be defined as a circumstance, or set of circumstances, that could not be anticipated, or known, in advance by the Village, and which, if left unanswered, could result in injury, loss of life or damage to property, or which causes the departments' treatment or delivery facilities to fail to operate as needed. Notification of emergencies may occur by alarms, witness reports or third party calls. All sources of notification may trigger a response. Any time an employee agrees to respond, regardless of outcome or validity of the report, the Village must provide compensation in accordance with all rules and policies stated herein.

ARTICLE 20 MISCELLANEOUS PROVISIONS

- Section A Discussions of personnel, which can be discussed in Executive Session, will not take place during open Village Board meetings. This provision must be consistent with applicable and pertinent NYS law, including, but not limited to, New York State Public Officers Law.
- Section B All existing rules, regulations, 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 C No permanent employee will lose this job, be laid off, or suffer a diminution of salary of benefits as a result of the Village's right to contract out for goods and services.

- Section D Requests for assistance outside the scope of the applicable job description will be communicated to the Superintendent by the Designated Trustee. The Superintendent will respond as to the ability to assist and a general time frame for completion.
- Section E Employees will be contacted by emergency communications pathways solely for the purpose of relaying notice of emergencies as described in Section D of this Article.
- Section F The Designated Trustee will present a seasonal task list to the Water and Wastewater Superintendent. This task list will include maintenance items such as major cleaning, painting, repairs, minor improvements to the water plant and wastewater treatment plants.

ARTICLE 21 NOTICES BETWEEN PARTIES

All notices between parties will be mailed to:

Village of Valatie
3053 Main Street
P.O. Box 457
Valatie, New York 12184

United Public Service Employees Union
1707 Central Avenue
Suite #202
Albany, New York 12205

ARTICLE 22 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 23 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 regulations or decrees, such decision shall not affect any of the other provisions of the 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 the Agreement.

**ARTICLE 24
MANAGEMENT'S RIGHTS**

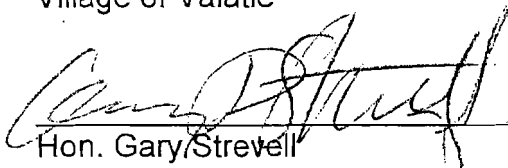
The right to hire, promote, discharge, lay-off or discipline employees is the sole right of the Village. In addition, the Village reserves the sole and exclusive right to determine the scope of the work to be performed, to deploy the work force, determine the size and composition of the work force and retains all other rights and prerogatives of management to fulfill the mission of the Village that is not in violation of the specific language of this contract. However, nothing contained in this Article shall be construed as a waiver of the Union's right to bargain pursuant to the Taylor Law.

**ARTICLE 25
DURATION**

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

AGREED TO: July 22, 2008.


Village of Valatie



Hon. Gary Strevell

Upon approval of the Board of Trustees


United Public Service Employees Union



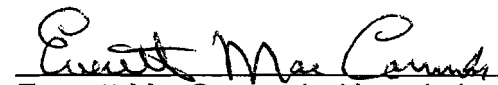
Kevin E. Boyle, Jr., President



Gary M. Hickey, Executive Vice
President/Regional Director



Kathy A. Wright, Regional Coordinator



Everett MacCormack, Negotiating Team