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#### **Contract Database Metadata Elements**

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BC | 8694

# **AGREEMENT**

**between**

**LOCAL 200 United, SEIU**

**and**

**VILLAGE OF SHERBURNE**

**March 1, 2008  
through.  
February 29, 2012**

**RECEIVED  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

**JUN 17 2009**

**ADMINISTRATION**

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
PREAMBLE .....	4
ARTICLE 1 PURPOSE AND INTENT .....	4
ARTICLE 2 RECOGNITION AND UNION SECURITY .....	4
ARTICLE 3 SENIORITY .....	4
ARTICLE 4 CHECKOFF .....	5
ARTICLE 5 MANAGEMENT RIGHTS .....	5
ARTICLE 6 SUBCONTRACTING .....	6
ARTICLE 7 NO STRIKES/NO LOCKOUTS .....	6
ARTICLE 8 HOURS OF WORK AND OVERTIME .....	6
ARTICLE 9 WAGES .....	7
ARTICLE 10 CALL-BACK PAY .....	8
ARTICLE 11 VACATIONS .....	8
ARTICLE 12 HOLIDAYS .....	9
ARTICLE 13 SICK LEAVE .....	10
ARTICLE 14 PERSONAL LEAVE DAYS .....	11
ARTICLE 15 MEAL ALLOWANCE .....	11
ARTICLE 16 UNIFORMS AND EQUIPMENT .....	12
ARTICLE 17 BEREAVEMENT LEAVE .....	12
ARTICLE 18 JURY DUTY .....	12
ARTICLE 19 MILITARY SERVICE .....	13
ARTICLE 20 HEALTH INSURANCE .....	13

ARTICLE 21 EDUCATION AND TRAINING .....	13
ARTICLE 22 RETIREMENT BENEFITS .....	14
ARTICLE 23 VACANCIES AND PROMOTIONS .....	14
ARTICLE 24 LAYOFF AND RECALL .....	14
ARTICLE 25 NON-DISCRIMINATION .....	14
ARTICLE 26 DISCIPLINE AND DISCHARGE .....	15
ARTICLE 27 GRIEVANCE AND ARBITRATION .....	15
ARTICLE 28 LABOR/MANAGEMENT COMMITTEE .....	16
ARTICLE 29 ENTIRE AGREEMENT .....	16
STATUTORY PROVISION .....	17
AGREEMENT .....	17
APPENDIX A .....	18
SIDE LETTER .....	19

## PREAMBLE

This Agreement is made this day of March 1, 2008, between the Village of Sherburne ("Employer) and the Service Employees International Union, Local 200 United, AFL-CIO ("Union"). It will be effective March 1, 2008 and will extend through February 29, 2012.

## ARTICLE 1 PURPOSE AND INTENT

This Agreement is intended to set forth the terms and conditions of employment agreed to in collective bargaining and to set forth a procedure for adjusting grievances arising from the interpretation and application of the provisions of this Agreement.

## ARTICLE 2 RECOGNITION AND UNION SECURITY

Section 1. The Employer recognizes the Union as the sole and exclusive collective bargaining agent with respect to wages, fringe benefits, and working conditions for all full-time and regular part-time Village of Sherburne employees and working foremen. If the Employer establishes a new job classification, it will provide a copy of the job title to the Union, and agree to discuss the same with the Union. And if, after discussion, the parties fail to agree on the question of inclusion in, or exclusion from, the unit, either party may submit the matter to PERB for resolution.

Section 2. If regular part-time employees are employed, the Employer and the Union will meet to negotiate the extent to which fringe benefit coverage should be extended to them.

## AGENCY SHOP

All employees covered by this Agreement, who are now or may hereafter become members of the Union shall, as a condition of continued employment during the term of this Agreement, remain members in good standing of the Union. "In good standing," for the purpose of this Agreement, is defined to mean the payment of a standard initiation fee and standard monthly dues as applied uniformly to all members of the Union covered by this Agreement.

Any employee covered by this Agreement who elects not to become a Union member shall, as a condition of continued employment, pay to the Union a service fee equal in amount to the standard initiation fee and standard monthly dues as applied uniformly to all members of the Union covered by this Agreement. Payment of the service fee shall begin with the first payroll period of the month following the completion of sixty (60) calendar days of employment.

## ARTICLE 3 SENIORITY

Section 1. Bargaining unit seniority is defined as the length of continuous full-time employment with the Village of Sherburne Departments of Public Works, Water, Waste Water and Electric or of any other employee covered by this Agreement, starting with the employee's most recent date of hire.

Section 2. Job classification seniority is defined as the length of continuous full-time employment in a particular job classification of any employee covered by this Agreement, starting with the employee's most recent date of hire.

ARTICLE 4  
CHECKOFF

Section 1. During the life of this Agreement, the Employer agrees to deduct from the wages of each employee, in accordance with the express terms of a signed, voluntary authorization to do so, on forms which are customarily used by the Union, the appropriate union dues and/or other deductions as authorized by the employee. Said deduction will be made from the first paycheck of each month and will be remitted to the Union by the 15th day of the following month, together with a list of employees on whose behalf the deduction was made.

Section 2. The Union shall certify in writing to the Employer the amount of the monthly dues to be checked off under this article. The Union shall indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability that may arise out of action taken by the Employer for the purpose of complying with any of the provisions of this article.

Section 3. Upon receipt of written authorization from an employee, the Employer shall, pursuant to such authorization, deduct from the wages of the employee, a sum specified in said authorization and remit same for the SEIU Committee On Political Education (COPE). The Union shall provide a standard voluntary COPE deduction authorization form for this purpose. A Union member may withdraw their authorization at any time, provided the employee notifies the Employer in writing of this withdrawal, with a copy to the Union.

ARTICLE 5  
MANAGEMENT RIGHTS

The Employer retains the exclusive right to determine the mission and manage the operation of the Village Employees and to direct and control the workforce in its sole discretion, except as limited by the express terms of this Agreement. The management function includes, but it is not limited to, the following rights: to hire, promote, transfer, layoff, discipline, discharge, determine hours and schedules of work, and assign overtime and work shifts; to assign duties to employees; to add, eliminate or otherwise change such

duty assignments; to assign duties to employees across D.P.W./Water, 'Waste Water and Electric Department bargaining unit lines; to decide qualifications and promulgate rules and regulations, to require standards of performance and maintenance of order and efficiency; to discontinue, consolidate and reorganize part or all of the operation; to introduce new or improved methods, to install or remove equipment, and make technological improvements.

## ARTICLE 6 SUBCONTRACTING

Nothing contained in this Agreement shall limit the Employer's right to contract or subcontract with other parties for the performance of any work. In the event that this results in the layoff of, or failure by the Employer to recall bargaining unit employees, the Employer agrees to bargain with the Union regarding the impact of such contracting or subcontracting on bargaining unit employees.

## ARTICLE 7 NO STRIKES/NO LOCKOUTS

The Union and the employees covered by this Agreement shall not cause, sanction or engage in any strike (sympathy or otherwise), picketing, slowdown, stoppage, boycott or any other interference with the normal conduct of operations of the Employer. The Employer shall not engage in any lockout.

## ARTICLE 8 HOURS OF WORK AND OVERTIME

Section 1. The normal work week will consist of forty hours, Monday through Friday. The normal work day will be from 7:00 a.m. to 3.30 p.m. for the D.P.W., Water and Sewer Departments with a one half hour unpaid meal period (generally between 12 noon and 12:30 p.m.). The definition of a normal work day and a normal work week does not constitute a guarantee of any minimum number of hours of work per day or per week, nor does it prevent the Employer from requiring overtime work, or establishing part time positions. The Electric Department has a normal week of forty hours, Monday-Friday, 7:00 a.m. to 3:30 p.m. with one-half hour for lunch.

Section 2. There will normally be one fifteen minute rest period each morning and afternoon at times established by the supervisor. The supervisor may cancel rest periods on a particular day in the event of an emergency.

Section 3. An employee will be paid at the rate of one and one-half time the employee's regular base straight-time hourly rate for hours worked in excess of eight hours per day. There will be no pyramiding or duplicating of overtime pay for the same hours. All overtime is subject to prior approval by the supervisor. The employer may give the employee compensatory time off if they mutually agree to such an arrangement.

ARTICLE 9  
WAGES

<u>Effective</u>	<u>3/1/08:</u>	<u>\$ .70 across-the-board</u>
<u>Effective</u>	<u>3/1/09:</u>	<u>\$.72 across-the-board</u>
<u>Effective</u>	<u>3/1/10:</u>	<u>\$.75 across-the-board</u>
<u>Effective</u>	<u>3/1/11:</u>	<u>\$.80 across-the-board</u>

Section 1. Bargaining unit members successfully completing MEUA training and initial licensing shall receive additional compensation. Furthermore, additional compensation for bargaining unit members may be granted for performing additional duties, added responsibilities, or successfully completing job related course work. The allowance and amount of such additional compensation shall be decided jointly between the Village and Union committee, consisting of one representative from the Water, Sewer & DPW Department, one representative from the Electric Department, and the Union Representative; and either party will have the right to raise the issue of additional compensation when, and if, they feel it is warranted.

Employees required to hold CDL licenses for the performance of their duties with the Village will receive a stipend of seventy-five (\$.75) cents per hour. This stipend will be paid in addition to the employee's base hourly rate and will also be applied to overtime hours.

Section 2. The Village of Sherburne's ideal crew size is four. The idea crew breakdown should be: one Crew Chief, two Lineworkers and one Groundworker.

Groundworker is a two step process:

1st year worker hourly rate is \$11.54 per hour.  
2nd year worker hourly rate is \$12.83 per hour.

Apprentice Lineworker is a four stop process:

Apprentice I, hourly rate is \$12.83 per hour  
Apprentice II, hourly rate is \$15.39 per hour  
Apprentice III, hourly rate is \$19.24 per hour  
Apprentice IV, hourly rate is \$23.09 per hour

Lineworker is a two step process:

1st year worker hourly rate is \$25.65 per hour  
2nd year worker hourly rate is \$26.29 per hour

Crew Chief is a two step process:

1st year worker hourly rate is \$28.22 per hour  
2nd year worker hourly rate is \$30.78 per hour



ARTICLE 10  
CALL-BACK PAY

Section 1. Employees required to return to work after they have left for the day will be guaranteed three hours pay. If an employee is called back to work after already having been called back and he/she is still within their guaranteed three (3) hours pay, the second call back will be paid for only actual hours worked. Bargaining unit members will not have their home phone numbers listed in any publication for distribution to the community for services related to the operation of the Village. Calls for work outside the employee's regular work schedule requiring call-in duty will first be made to the Department supervisor who, in turn, will call the necessary employee(s) to perform the call-in work so as to distribute the amount of call-in work on an equitable basis throughout the department.

Section 2. Should a bargaining unit employee be required to return to work while on vacation, s/he shall be paid at the rate of two (2) times his/her regular hourly rate.

ARTICLE 11  
VACATIONS

Section 1. Full-time employees will be entitled to a paid vacation in accordance with the employee's bargaining unit seniority as of March 1 under the following formula:

Seniority Months or Years

<u>Completed as of March 1</u>	<u>Paid Days</u>
6 months	5
1 year	10
2 years	11
3 years	12
4 years	13
5 years	14
6 years to 10 years	15
11 years	16
12 years	17
13 years	18
14 years	19
15 years	20
16 years	21
17 years	22
18 years	23
19 years	24
20 years	25

Section 2. All vacations are granted in a fiscal year for service in the preceding fiscal year according to the vacation schedule above. Thus, an employee may, upon approval, take the number of days of vacation earned in the preceding

fiscal year at any time between March 1 and February 28 of the succeeding year.

Section 3. The time and scheduling of vacations, is a management right as defined in Article 5, will be at the employee's request and with the approval of the Department Head. In the event of a conflict between the preferences of two or more employees, bargaining unit seniority shall prevail, provided the more senior employee has made a timely request for a vacation preference. To be timely, a request for preferred vacation time must be made to the Department Head no later than one month prior to the preferred date.

Section 4. Vacations are not cumulative from year to year, and must be used between March 1 and February 28 of each year.

Section 5. A day's vacation pay is computed at the employee's straight-time base hourly rate for eight hours.

Section 6. Should an employee be off the active payroll for thirty regular work days or more in a fiscal year on a cumulative basis for any reason other than for an illness or injury covered by Workers' Compensation, the employee's vacation entitlement for the following fiscal year will be reduced pro rata by multiplying the entitlement by a fraction whose numerator is the number of fiscal months in which the employee was off the active payroll and whose denominator is 12.

## ARTICLE 12 HOLIDAYS

Section 1. The following days will be recognized as holidays for full-time employees:

New Year's Day  
Martin Luther  
King, Jr.  
Memorial Day  
Independence Day  
Labor Day  
Good Friday  
Christmas Day  
President's Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Friday after  
Thanksgiving  
1 Day before  
Christmas  
1<sup>st</sup> Day Local Deer  
Season (FH)

Any holiday falling on a Sunday will be observed on the following Monday.  
Any holiday falling on a Saturday will be observed on the preceding Friday.

Section 2. Holiday pay is computed at the employee's straight-time base hourly rate times eight hours. To be eligible for holiday pay, an employee must have worked the scheduled work day before and after the holiday, unless he/she is absent from work because of authorized vacation, funeral leave, jury duty, or hospitalization of less than one calendar week's duration as certified by a physician. If required to work on a holiday, an employee will be paid holiday pay as computed above plus double time his/her straight-time hourly rate for hours worked on the holiday.

Section 3. If a holiday falls during an employee's vacation, that day will not be counted as a vacation day for the employee.

### ARTICLE 13 SICK LEAVE

Section 1. All permanent full-time employees are allowed a maximum of eleven (11) sick leave days for each fiscal year that may be used for sickness and health related problems, such as doctor's appointments. In the event an employee does not report for work because of illness, the Department Head or the Clerk-Treasurer must be notified. Sick leave records will be kept for each employee and a report given to the Board of Trustees each month. In the event of serious, long term illness, the Board has provided disability insurance coverage. This coverage requires a seven day waiting period and will provide benefits for twenty-six weeks.

Section 2. Employees may use sick leave on an hourly basis.

Section 3. Employees shall be allowed to accumulate sick leave up to one hundred twenty (120) days. An additional thirty (30) days may be accumulated from unused Personal Leave days. Sick leave may be used as accumulated. Abuse of sick leave privileges shall be grounds for disciplinary action.

Section 4. Proof of illness may be required at the discretion of the Department Head but will not be routinely required for absences of three (3) days or less.

Section 5. At retirement from the village work force and request for New York State Retirement benefits, unused sick leave will be reported to the Retirement System for their computation to the employees retirement benefit.

Section 6. If employee is terminated for any reason other than retirement, accumulated sick leave will be forfeited.

Section 7. A Sick Leave Bank shall be established effective March 1, 1992. The intent of this Sick Leave Bank is to protect members from financial burden due to a major illness or injury. It is not intended to be a solution to the problem of exhaustion of a member's sick leave days. The Bank shall be administered according to the following guidelines:

1. The Sick Leave Bank will be administered by the Village.

2. The Sick Leave Bank shall be established by the voluntary contribution of one day of accumulated sick leave per participating employee in the bargaining unit. This shall be accomplished by April 1, 1992. (Sick Leave Bank Authorization Form - Appendix A)

3. The maximum number of days in the Bank shall not exceed 40 days.

4. The Village shall notify the Union Steward when the number of days in reserve reaches 5 or less so that replenishment may take place.

5. Replenishment of days will be on the same basis as the establishment of the Bank.

6. Only participating employees may draw on the Bank. A person withdrawing from participation in the Bank will not be able to withdraw contributed days.

7. An eligible employee drawing on the Bank must first exhaust all of his/her accumulated sick leave.

8. Members do not have to repay days borrowed.

9. A statement requesting use of Sick Bank days, including the approximate number of days requested, must be submitted to the Village.

10. In the case of an employee's incapacitation, requests may be submitted by a member of the employee's family.

11. It is understood that anyone added to the staff after April 1, 1992 will be afforded the opportunity of joining the Sick Leave Bank during an open 30-day period; forms would be made available through the Village office upon request. Further, it is understood that employees who had not joined when the Sick Leave Bank was initially established would be given the opportunity to do so during the month of March each year.

12. The Union or the Village may require medical documentation or any claim to the Bank at any time.

#### ARTICLE 14 PERSONAL LEAVE DAYS

Employees will be entitled to five (5) paid personal leave days for each fiscal year provided that the employee gives twenty-four (24) hour prior notice to the Department Head, or in his/her absence to the Clerk Treasurer on forms provided.

#### ARTICLE 15 MEAL ALLOWANCE

Section 1. Employees will be paid a meal allowance, if such is approved prior to the meal, up to a maximum amount of \$5.00 for breakfast, \$6.50 for lunch and \$12.00 for dinner upon submission of a signed receipt from the restaurant under the following circumstances.

(a) if they are required to work more than two hours overtime immediately preceding or following their normal work day; or

(b) if they are required to travel to or from work at a location out of the normal

work area during normal meal hours where a meal has not otherwise been provided.

ARTICLE 16  
UNIFORMS AND EQUIPMENT

Section 1. The employer will annually provide employees with uniforms and with such safety equipment as it considers necessary. The annual Uniform and Equipment allotment will be no greater than \$350.00. The clothing will consist of the following for each employee, except electric workers who will be supplied with clothing purchased by the Village to wear daily while working in the Electric Department.:

5 T-Shirts	<u>OR</u>
3 Hats	<u>1 Carhart Jacket or Coat</u>
5 Pairs of Jeans	<u>1 Carhart Bib Overall</u>
3 Sweat Shirts	<u>1 Carhart Coverall</u>

The Electric Clerk will be provided with a \$500.00 stipend per year with the payment to be made on or before March 15 of each year with the understanding that they will provide the Village receipts for this amount 30 days after the payment issued or any undocumented payment will be considered and recorded as taxable income. The Employer will provide \$200 towards the purchase of one pair of approved safety shoes that comply with Federal OSHA standards. This payment will not be made more than once every twelve (12) months and receipts of the shoe purchase must be presented before reimbursement payment is made.

Section 2. Employees will be required to wear the seasonally appropriate uniform at all times while at work only. It will be the responsibility of each employee to maintain, account for, and upon termination, return all uniforms, equipment, and other property of the Employer entrusted to him/her. Failure to do so will result in forfeiture of pay and allowances until such amount for said equipment is paid.

ARTICLE 17  
BEREAVEMENT LEAVE

Section 1. In the event of a death in the immediate family of a full-time employee, the employee shall be granted up to five consecutive days off, including Saturday and Sunday, provided the employee attends the funeral. The employee will be paid their base wage rate for regular work days during this period. Saturday and Sunday are not considered regular paid work days. Immediate family is defined as: father, mother, brother, sister, husband, wife, child, father-in-law, mother-in-law, grandparents, grandchildren or any relative residing in the home of the employee.

Section 2. In the event of the death of an employee's aunt, uncle, niece, nephew, brother-in-law or sister-in-law, the employee will be granted paid leave up to two consecutive days off, including Saturday and Sunday, that he/she would otherwise have worked in order to attend funeral services.

ARTICLE 18  
JURY DUTY

An employee required to serve on jury duty will receive his/her regular wages less any amount paid for such duty, for each scheduled work day on which he serves on

jury duty. Employees not required to be present for a whole work day shall report back to work. An employee will give the Village advance notice and proof of service when serving on jury duty with the understanding that jury duty pay will also include time spent on jury selection even if an employee is not selected.

#### ARTICLE 19 MILITARY SERVICE

Employees will be granted all employment and reemployment rights to which they are entitled under the applicable Federal and State statutes.

#### ARTICLE 20 HEALTH INSURANCE

Section 1. The Employer shall continue the health insurance coverage presently provided and in the same manner. That employer will be allowed however, to change Health Insurance Carriers provided that such coverage is substantially equivalent to or better than the present coverage.

Section 2. Effective March 1, 2008 through February 29, 2012 employees will pay 10% of the Village's cost of single or family coverage .

Section 3. The Village will make available an CDPHP to all employees at no cost, if this option is chosen.

Section 4. After an employee of the Village of Sherburne has worked ten years as a Village of Sherburne employee and executes their retirement from the Village of Sherburne under the NYS Retirement System, the Village will then offer a maximum of \$10,000 credit towards the premium the Village charges for retiree health insurance. This credit is to be used solely to offset the cost of retiree health insurance. The \$10,000 can be used in any apportionment over time. (ie. Reduce the cost or pay the total cost)

Note: The Village of Sherburne will offer a one time incentive to employees age 60 and older who elect to retire prior to 6/1/2008 and retire prior to 9/1/2008. the employee will pay all of the employees retirement health insurance premiums while the employee is insured under the Village of Sherburne's health plan. This offer can not be combined with Section 4 of the Health Insurance Article 20.

#### ARTICLE 21 EDUCATION AND TRAINING

Employees may request permission to receive reimbursement for tuition and textbook expenses in connection with courses that will improve the employee's job skills and performance. Requests must be submitted to the Department Head at least two weeks before commencement of the course in question. The Employer may grant or deny the request at its discretion, considering, among other factors, the number of requests that year and the relationship between the course of study and necessary job skills. Requests for reimbursement in connection with courses required to be taken by the State as a prerequisite to certification or recertification of the employee in his/her job classification will be approved by the Employer. The Employer will make reimbursement for courses that it has approved upon presentation by the employee of a certificate of successful

completion.

ARTICLE 22  
RETIREMENT BENEFITS

The Employer will continue to participate in the State Retirement Plan for eligible employees under New York State Retirement and Social Security Law Section 75(i). Benefits and contributions are dependent on which Tier an employee is eligible to participate.

ARTICLE 23  
VACANCIES AND PROMOTIONS

Section 1. When a permanent job vacancy occurs in the bargaining unit, the Employer will post a notice of such vacancy internally first, for a period of five (5) working days. Such a position will only be posted to the public if no bargaining unit member applies, or if the Employer determines that bargaining unit applicants are not qualified for the position. The notice of vacancy will state the job classification, rate of pay, and general nature of the job requirements.

Section 2. Employees may submit an application for the posted position prior to the end of the posting period. If the Employer decides to fill a vacancy by a promotion from within the bargaining unit and two or more employees seek the promotion, when skill, ability, qualifications, and experience are equal, if so, seniority shall prevail. Nothing in this Article shall be construed to require the Employer to fill vacancies by promotion from within, or to prevent the employer from filling a position temporarily.

Section 3. **In** the event that a vacancy is filled by promotion from within, the promoted employee shall serve six months trial in the new job during which time the Employer may remove the employee from the position, or the employee may elect to be removed from the position and be returned to his/her previous classification.

ARTICLE 24  
LAYOFF AND RECALL

Section 1. **In** the event of a layoff, the Employer shall determine the job classification affected and then implement the layoffs in accordance with job classification seniority. The employee with the least job classification seniority in the affected classification shall be laid off first provided that the remaining employees in the classification have the skill and ability to perform the work.

Section 2. When a recall occurs, the employee laid off last shall be rehired first.

ARTICLE 25  
NON-DISCRIMINATION

Section 1. The Employer and the Union shall comply with all applicable State and Federal laws with respect to discrimination against an employee. This determination shall be made solely by the applicable State or Federal agency involved and is not subject to the grievance procedure. Any reference in this Agreement to the male gender shall be deemed to include the female gender.

Section 2. The Union and Village commit to abide by all terms of the Americans with Disabilities Act (ADA), and the Union agrees it will bring no grievance and/or legal action against the Village for complying with the Americans with Disabilities Act (ADA).

ARTICLE 26  
DISCIPLINE AND DISCHARGE

Section 1. The Employer may discharge or otherwise discipline an employee who has completed the probationary period for just cause. Disputes as to discipline or discharge may be processed through the grievance/arbitration procedure of this Agreement.

Section 2. If the disciplined or discharged employee is covered by Section 75 of the Civil Service Law, the dispute as to discipline or discharge shall be processed either through the grievance/arbitration procedure or through the hearing procedure set forth in Section 75 of the Civil Service Law, as the employee may elect. The election of either procedure precludes the use of the other. The disciplined or discharged employee must indicate in writing to the Department Head, within seven working days of the discipline, that he or she elects either the grievance/arbitration procedure or Section 75. Failure to exercise the option within the time limit set forth above shall be deemed to be an election to use Section 75.

Section 3. Tardiness and excessive absenteeism will not be tolerated and are subject to disciplinary action.

ARTICLE 27  
GRIEVANCE AND ARBITRATION

Section I. A grievance shall be any matter involving a dispute over the interpretation or application of a term or terms of this Agreement and shall be subject to the following procedure.

Step 1. All grievances shall be reduced in writing, signed by the employee, and submitted to the Department Head within five working days of the act or occurrence giving rise to the grievance. The written grievance must identify the Article of this Agreement that is alleged to have been violated, and how the Article has been violated and exactly what relief is sought. The Department Head shall respond to the written grievance in writing within ten working days of receipt of the written grievance.

Step 2. If not resolved in Step 1, the Union may, within seven working days after receipt of the Step 1 response, submit the grievance to the Mayor. The Mayor shall respond in writing within ten working days thereafter. If not resolved in Step 2, the Union may, within ten working days after receipt of the Step 2 response, submit the grievance in writing (with a copy to the Employer) to a mutually agreed upon arbitrator. If no arbitrator can be agreed upon, the arbitrator will be selected through submission to the American Arbitration Association.

Section 2. The decision of the arbitrator shall be final and binding. The arbitrator



shall have no power to add to, subtract from, or modify the provisions of this Agreement. Where an arbitrator provides an award of back pay, the arbitrator shall provide that the back pay award be reduced by the amount of any interim receipts of money. The fees and expenses of the arbitrator shall be borne equally by the parties.

Section 3. If the party seeking arbitration fails to adhere to the procedures and time limits set forth in this Article, which may be extended only by written consent of the Employer and the Union, that party will have waived its right to arbitration and the matter will be deemed settled in the interest of the other party.

Section 4. Compensable grievance investigation time shall be limited to one employee-hour per week, up to a maximum of three employee-hours per month. Time spent in grievance investigation shall not interfere with employee work performance.

#### ARTICLE 28 LABOR/MANAGEMENT COMMITTEE

The Committee shall have no more than two (2) employee members and one staff representative. The numbers and positions of the Village representative(s) shall be determined by the subjects to be discussed.

Labor/Management Committee meetings shall be held on an as needed basis as requested by either party. The time and place of meetings and the members of each meeting shall be mutually determined.

The Committee shall confine its agenda to terms and conditions of employment, except that no discussion shall be the subject of a grievance pending or being processed unless mutually agreed to in writing and further, except that discussion of the Committee shall not be deemed to require collective negotiations.

If Committee meetings take place during working hours an employees in attendance shall not suffer loss of pay. The Union will notify the Village in advance which employee(s) will attend such meetings.

#### ARTICLE 29 ENTIRE AGREEMENT

The Employer and the Union agree that this Agreement is intended to cover only those matters affecting wages, hours, and other terms and conditions of employment as are specified in this Agreement. During the term of this Agreement the Employer and the Union waive their right to require the other party to negotiate on any further matters affecting these or any other subjects, whether or not specifically set forth in this Agreement or now contemplated by the parties.

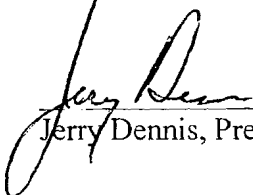
STATUTORY PROVISION

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.


AGREEMENT

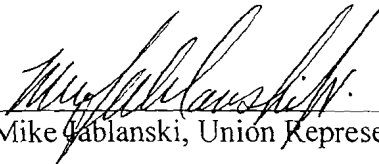
This document is the full and final expression of the parties' negotiations on this subject. Wherefore, the party hereunto set their hands and seals this 7 day of June 2008.

**Local 200 United, SEIU**


  
\_\_\_\_\_  
Jerry Dennis, President

  
\_\_\_\_\_  
Derek Webb

  
\_\_\_\_\_  
Lisa Smith

  
\_\_\_\_\_  
Mike Jablanski, Union Representative

**Village of Sherburne**

  
\_\_\_\_\_  
William Acee, Mayor

APPENDIX A

VILLAGE OF SHERBURNE  
SICK LEAVE BANK AUTHORIZATION FORM

I, \_\_\_\_\_, hereby authorize the Village to place one (1) day of my sick leave in the Sick Leave Bank. It is my understanding that I will be eligible to draw upon the Bank through written application to the Village.

Employee's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

cc: Employee  
Local 200 United  
Sick Bank

SIDE LETTER  
Lineworker Progression

Groundworker is the entry level position and is tested. The test is an open-competitive test. The text is fairly difficult. I am told the test is similar to the test for Apprentice Lineworker. The test will screen out those with not much electrical knowledge.

Note: It is absolutely crucial that a groundworker learn to climb and show an ability to climb even though they do not climb as part of their daily duties. You must evaluate their ability to climb during the probationary period (preferably within the first six months of employment). If they can not climb and show an ability to work at heights they should be dismissed during their probationary period.

Apprentice Lineworker is the next level. Apprentice Lineworker is also a tested position. Two different tests can be given. A promotion test should be given to help employees advance in the recognized line of progression. The second test option is an open-competitive test. Either one or both tests can be given at the same time.

Lineworker is the next level. We would like the civil service commission to allow us to fill this position without a test for employees who hold the permanent competitive class title of Apprentice Lineworker and successfully complete the four step progressive training program. If this is not allowed than we would request a promotional test should be given to help employees advance in the recognized line of progression. A second method of entry to this position is to take an open-competitive test.

Crew Chief is the top level in the Line Department. It is a tested position. A promotional test should be given to help employees advance in the recognized line of progression. The second test option is an open-competitive test. Either one or both tests can be given at the same time.

General notes: A valid list for each position requires at least three candidates have passing scores of at least 70%. If a valid list is not available the Village may hire an individual as a provisional employee until a test is given and a new list is created. A provisional employee will lose their job, if they do not score in the top three of the candidates tested for the position they are currently working in. Promotional tests usually require the candidate to have worked at least one year of permanent classified service (not provisional service) in the next lower position to be allowed to take the promotional test. This program eliminates the CDL adder currently used.