

AGREEMENT

BY AND BETWEEN

TOWN OF WEBSTER

AND THE

**CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 1000 AFSCME, AFL-CIO**

**TOWN OF WEBSTER WHITE COLLAR UNIT #7411-01
MONROE COUNTY LOCAL 828**

JANUARY 1, 2023 – DECEMBER 31, 2026

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AGREEMENT

This agreement entered into on this May 19, 2023, by and between the Town of Webster, hereinafter referred to as the “employer” or the “Town”, and the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO, the certified Union by the Town of Webster White Collar Employee Unit, Local 828, hereinafter referred to as the “Union”.

ARTICLE I **RECOGNITION**

The Town of Webster recognizes the union as the sole and exclusive representative for all employees described in Article II entitled Collective Bargaining Unit, for the purposes of collective bargaining and processing of grievances for the maximum period defined in the Taylor Act. In no event shall such sole and exclusive representation exceed the duration of this contract or any extension thereof provided by law or the parties.

ARTICLE II **COLLECTIVE BARGAINING UNIT**

The collective bargaining unit shall consist of all full-time employees encumbering the following titles: Office Clerk II, Office Clerk III, Office Clerk IV, Clerk to Town Justice, Office Account Clerk, Receptionist, Real Property Appraiser Trainee, Animal Control Officer, Parks Foreman, Engineer Assistant, Fire Marshall, Assistant Building Inspector, Assistant Town Engineer, Building Inspector, Laborer, Property Clerk, Computer Support Assistant, Assessment Clerk, Maintenance Mechanic, Recreation Supervisor, Real Property Appraiser, Grounds Equipment Operator, Accountant, Deputy Town Clerk, Recreation Leader, Code Compliance Inspector, Construction Inspector, Code Compliance Coordinator, GIS Technician, Fitness Coordinator, Secretary to Planning & Zoning Board; while excluding all other employees employed by the employer.

ARTICLE III **MANAGEMENT RIGHTS**

Section 3.1

Except as expressly modified, delegated, abridged or limited by other provisions of the agreement or by law, the employer retains the sole right to manage the Town’s operations and services and to direct its work force, including the right:

1. To determine the services which the town will provide, the activities in which the town will engage, the number and locations of its buildings and facilities, the methods and procedures of providing services to the town’s constituents and the size and composition of the town’s staff;
2. To establish new positions or change the content of existing positions;
3. To determine whether and to what extent work required in the operation of the town shall be assigned to employees covered by this agreement;

4. To sell, use, lease, discontinue, or dispose of any part of its building, equipment, services or materials;
5. To establish the rate of pay for new employees covered by this agreement;
6. To maintain order and efficiency in town operations which includes by way of example and not by way of limitation, the right to regulate personnel practices, the right to establish procedures for evaluating the performance of its employees;
7. To suspend, discipline and discharge employees;
8. To hire, layoff, assign, transfer and promote employees;
9. To determine the starting and quitting times, the number of hours to be worked, and the term of employment for employees covered by this agreement, subject only to such regulations governing the exercise of these rights as are expressly provided in this agreement or provided by law.

Section 3.2

The above management rights are not all-inclusive, but merely indicate the type of rights, which belong to and are retained by the employer. Any of the rights, powers and authority that the employer had prior to entering this agreement are retained by it except as expressly and specifically abridged, delegated, granted or modified by this agreement.

Section 3.3

The failure to exercise a particular management right or function or the exercising of a management right or function in a particular manner, shall not constitute a waiver of the right to exercise such management right or function in any manner not in conflict with the law or a specific provision of this agreement.

ARTICLE IV **DUES DEDUCTION/PAYROLL DEDUCTION**

Section 4.1

The employer shall deduct regular membership dues and deductions for the purchase of any or all of the following CSEA insurance plans: life insurance, sickness/accident insurance and the master plan on a biweekly basis for those employees who voluntarily agree to have such deductions made and sign the appropriate payroll deduction authorization cards permitting such deductions. The employer agrees to remit such monies so deducted to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210, and/or its designated agent no later than the first day of the month following the month in which the deductions were made.

Section 4.2

The authorization form shall comply with the requirements of Section 93-b of the General Municipal Law. The authorization shall be revocable in writing at any time by the employee.

Section 4.3

The union agrees to indemnify and hold the employer harmless against any and all liabilities, including costs, resulting from any action or proceeding arising as a result of the deduction of dues and insurance premiums pursuant to this provision.

ARTICLE V **RIGHTS OF EMPLOYEES**

Section 5.1

Any employee covered by the terms of this agreement shall be free to join or refrain from joining the union. Employees are also free to participate or refrain from participating in any activities of the union without fear of reprisal of any kind from the employer or the union or its agents.

Section 5.2

Any employee may bring matters of personal concern to the attention of the appropriate employer's representative and officials in accordance with applicable laws and rules and may choose his or her own representative or appear alone in a grievance or appeal proceeding. The union will be informed of any decisions involving such a proceeding.

ARTICLE VI **UNION LEAVE**

Section 6.1

The employer with prior approval of the department head may provide release time with pay to one designated association officer or one delegate to attend certain association conventions, if such does not interfere with the employee's work.

Section 6.2

Employees who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this agreement shall be permitted release time with prior approval of his or her department head from their regular duties to fulfill these obligations, providing there shall be no interference with harmonious and cooperative relations between the employer and the employees and provided such activity shall not interrupt the operations of town government and/or its departments. There shall be no more than one such employee released for this purpose at any one time.

ARTICLE VII **STRIKE PROHIBITION**

The union hereby acknowledges and agrees that it does not have any right to strike against the employer, or to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist or participate in such a strike or concerted withholding of services of any kind.

ARTICLE VIII **COMPENSATION**

Section 8.1 – Salary

- A.** Effective June 1, 2023, employees will receive a wage increase of 3% and unit members hired prior to 1/1/2023 shall receive a \$500 one-time bonus payment (payable via payroll or contributed to an HSA at the employee's option.) The 2023 wage increase shall not apply to Step 1 of the salary schedule of those hired 7/1/2023 or later.
- B.** Effective January 1, 2024, employees will receive a wage increase of 2¼%. The 2024 wage increase shall not apply to Step 1 nor Step 2 of the salary schedule of those hired 7/1/2023 or later.
- C.** Effective January 1, 2025, employees will receive a wage increase of 2%. The 2025 wage increase shall not apply to Step 1, Step 2 nor Step 3 of the salary schedule of those hired 7/1/2023 or later.
- D.** Effective January 1, 2026, employees will receive a wage increase of 2%, which shall apply equally to both salary schedules.

Section 8.2 – Step Increases

- A.** Employees shall receive their evaluation on their anniversary date of hire or on the anniversary date of their promotion to a higher job title.
- B.** Movement from any wage step for any particular job title to the next higher step for that title shall be based solely on performance. Employees eligible for step increases shall be evaluated by their department head on an annual basis using the employee performance appraisal form attached to this agreement as Appendix III. Employees eligible for step increases shall receive a copy of their written performance appraisal and shall meet with their department head, who prepared that performance appraisal, to discuss its contents.
- C.** Employees eligible to be considered for step increases shall be advanced to the second and third wage steps of the schedule for any particular job title if they receive an average total overall rating of their performance (total number of rating points divided by the number of categories evaluated) which equals or exceeds five points, effective the beginning of the pay period following their anniversary date.

Employees eligible to be considered for step increases to the fourth, fifth or sixth steps, of any particular job title, shall be advanced to the next higher wage step of that title if they receive an average total overall rating of their performance, which equals or exceeds seven points, effective the beginning of the pay period following their anniversary date.

D. Employees who are eligible to be considered for advancement to the second or third steps of the wage schedule for any particular job title, but who are not advanced to those steps by the town in any particular contract year, may use the grievance procedure. Grievances protesting the failure to promote an employee to the second or third step of any wage schedule, which are not resolved prior to arbitration, shall be combined and submitted to a single arbitrator for review. If the arbitrator finds that the town acted arbitrarily in its decision regarding a particular employee's advancement to the second or third step or that the town failed to follow the evaluation procedure established by this provision in denying that promotion, then the arbitrator shall direct the town to advance the employee to the next higher step (that is, the second or third step, whichever is applicable) of the wage schedule for that employee's job title. The arbitrator's decision shall be final and binding on the parties. Any adjustments to an employee's wages required by a step increase ordered by an arbitrator shall automatically be retroactive to the beginning of the pay period following their anniversary date.

Decisions by the town not to advance any employee to the fourth, fifth or sixth step of the wage schedule, for any job title, shall only be grievable through the second step of the grievance procedure and shall not be arbitrable or reviewable in any other forum.

Section 8.3 – Longevity

A. All employees covered by this agreement, who have completed five (5) years of continuous service as of their anniversary date with the Town, shall receive longevity payments of one hundred dollars (\$100.00) per year for each year of continuous service with the Town. No additional longevity increases shall be received after completion of said 25th year of employment. Longevity payments shall be made in the 1st pay period in December.

B. If an employee leaves during the contract year, the longevity payment will be prorated and paid on the next payday.

Section 8.4

An employee covered by this agreement, who has reached the maximum step of his/her grade, shall receive only the general wage increase negotiated between the parties hereto.

Section 8.5

Each employee covered by this agreement, whose hourly or salary rate is above the maximum step of the grade to which their title is assigned, shall continue to receive their hourly or salary rate, as applicable.

ARTICLE IX **HEALTH/DENTAL INSURANCE**

Section 9.1

The Town of Webster shall make available to employees covered by this agreement the High Deductible Health Plan (HDHP) 1800/3600 health insurance plan provided through FLMHIT (Finger Lakes Municipal Health Insurance Trust). The Core plan will only be available to employees hired before December 31, 1998.

The Town reserves the right to provide health and/or dental insurance coverage substantially equal to that established by this Agreement through any provider it chooses or through self-insurance, provided that the benefits enjoyed by employees, under this Agreement, will not be diminished without the express, written consent of the Union. The provisions of this Agreement with respect to payment of health insurance coverage, also shall apply to health insurance coverage provided through self-insurance or providers other than FLMHIT.

The Town agrees that, in the event this health insurance program or some portion thereof is changed by the insurance company, other than a premium change, the employer and the union agree to meet within ten (10) days after the employer receives notice of such change, for the purpose of working out the matter of such change to find a mutually satisfactory solution.

Section 9.2 - Premium Costs/Sharing

For all employees hired January 1, 2013, and thereafter, the Employer shall pay seventy-five percent (75%) of the premium cost of the HDHP 1800/3600 health insurance plan in accordance with the type of coverage (Single, 2-Person, or Family) selected by the employee. The employee shall be responsible for the remaining twenty-five percent (25%) of such premium, which shall be made by payroll deduction.

For all employees hired January 1, 1999, to December 31, 2012, the Employer shall pay eighty percent (80%) of the premium cost of the HDHP 1800/3600 health insurance plan in accordance with the type of coverage (Single, 2-person, or Family) selected by the employee and the employee shall be responsible for the remaining twenty percent (20%) of such premium, which shall be paid by payroll deduction.

For all employees hired before December 31, 1998, the Employer shall pay their share of the cost of the Core health insurance plan or the HDHP 1800/3600 plan, in accordance with the type of coverage (Single, 2-Person, or Family) selected by the employee and the employee shall be responsible for the remaining ten percent (10%) of such premium, which shall be paid by payroll deduction.

For all employees hired July 1, 2023, or thereafter, who enroll in the HDHP, the Town will contribute annually seventy-five percent (75%) of the plan deductible (\$1,350 Single or \$2,700 2-Person or Family) to a Health Savings Account (HSA).

During the first twelve (12) months of employment, the Town will fund the new hire's HSA at a biweekly rate equal to one hundred percent (100%) of the plan deductible (\$1,800 Single or \$3,600 2-Person or Family).

For all employees hired prior to July 1, 2023, who enroll in the HDHP, the Town will contribute annually one hundred percent (100%) of the plan deductible (\$1,800 Single or \$3,600 2-Person or Family) to an HSA.

For employees switching from the Core plan to the HDHP in 2023, the Town will contribute, in 2023 only, one hundred percent (100%) of the plan out-of-pocket maximum (\$3,000 Single or \$6,000 2-Person or Family) to an HSA.

The Town contributions to the HSA shall be made biweekly via payroll.

In cases where the Employee has excessive medical costs prior to receiving the full annual amount into their HSA, the Employee may apply for an HSA Hardship Advance. The Town will cover the out-of-pocket cost up to the limit of the Towns HSA contribution.

In the event an employee enrolled in the HDHP has a covered dependent who is ineligible for HSA use under Federal Rules, they may choose to receive their Town contribution amount in the form of a Health Reimbursement Account (HRA) in lieu of the HSA.

Section 9.3 - Open Enrollment

An employee may change health programs once per year during open enrollment.

Section 9.4

Health Reimbursement Account (HRA) contributions for employees in the Core plan will cease at the end of 2023. Remaining balances must be used or forfeited by 12/31/2024.

Employees with HRA balances as of July 1, 2023, who enroll in HDHP coverage have the choice of converting the HRA to a Limited Purpose Account. (Only to be used for dental and vision expenses), or they can convert the HRA balance to an HSA contribution at fifty percent (50%) of its current value.

Employees may roll over the HRA balances from year to year, to a maximum of \$5,000.00.

HRA contributions cease upon retirement.

Employees who retire before July 1, 2023, will receive the retiree health insurance benefit available under the terms of the 1/1/2020 to 12/31/2022 collective bargaining agreement.

Section 9.5

Any employee, who is on an unpaid leave of absence, may continue to participate in the health insurance program he/she selected, by paying the employer the monthly premium for such insurance program, by the last day of the month, preceding the month in which such coverage is desired.

Section 9.6

The employer shall continue to pay its share of premiums for the health insurance program set forth in Article IX for the family of a deceased employee for a period of one (1) year, provided that the employee has been employed by the employer for five (5) continuous years prior to his/her death, and such employee was covered pursuant to a Family plan.

Section 9.7

The employer agrees to continue to pay its share of the premiums for the health insurance program set forth in Article IX, either Single, 2-Person or Family, as applicable, for an employee who retires from the employer after completing twenty (20) years of accumulated service in the New York State Retirement System, with the last five (5) years immediately prior to retirement being consecutive with the employer and has reached the age to qualify for retirement pursuant to the New York State Retirement System.

For those who qualify for retiree health insurance above, the employer agrees to continue its annual HSA contribution in retirement in the amounts set forth in Section 9.2 up until Medicare eligibility.

All current and future retirees reaching the age of 65 will be covered by the MVP Gold (over 65 plan), or equivalent coverage if no longer available.

In the event a retired employee moves out of the Rochester area, where coverage by the MVP is unavailable, the Town agrees to pay its share of the premium cost for an insurance plan in that area at the equivalent of the current cost of the MVP Plan, which the employee was covered at the time of retirement, whichever is less. Said payment shall be made to either the healthcare provider in the retiree's area, or to the retiree, upon proper proof of participation in another health insurance plan.

Section 9.8

The Town of Webster shall provide and pay 90% of the cost of a dental program equal to or better than the Blue Cross/Blue Shield Smile Saver 6 Dental Program for each employee covered by this agreement in accordance with the type of coverage (single or family) desired by the employee.

Section 9.9

The Town agrees to the maximum allowable contribution for flexible spending accounts. The Employee may contribute the maximum allowable contribution to the Flexible Spending Account in accordance with the U.S. Internal Revenue Code.

Section 9.10

Employees who decline health insurance coverage with the Town, may upon proof of coverage in another plan, during an open enrollment period, elect to receive a payment in-lieu-of health insurance coverage of \$4,000 per year which shall be paid on a prorated basis to the employee in 26 equal installments, and will be taxable income.

The employee shall have the right to return to the Town's health care coverage during the open enrollment period, or otherwise only in the event of the loss of the external health insurance plan or a substantial modification thereof.

The above benefit is not available to employees who receive single-person coverage.

ARTICLE X **RETIREMENT**

Section 751 of the New York State Retirement System Program shall be effective for all employees covered by this agreement as well as Rider 41J.

ARTICLE XI **OVERTIME**

Section 11.1

Overtime shall be paid at the rate of time and one-half the employee's base hourly rate, or compensatory time off at time and one-half at the option of the employee, for all hours worked in excess of forty (40) hours per week to all employees who are not exempt employees within the meaning of the Fair Labor Standards Act. No employee shall be allowed to accumulate more than eighty (80) hours of compensatory time. All hours above the allowable eighty (80) hours of compensatory time shall be paid at the applicable overtime rate. Paid leave time except vacations and holidays, shall not be considered as time worked for the computation of overtime.

Section 11.2

If the Fair Labor Standards Act is rescinded, amended or modified, this article shall be subject to re-negotiation during the negotiations of a successor contract of the parties.

Section 11.3

Each hour worked by a non-exempt employee, which is forty (40) hours per week or less, shall be paid at straight time. All hours worked in excess of forty (40) hours shall be paid in accordance with Section 1 above.

Section 11.4

The employer shall pay an employee who selects the option to be paid monies for overtime worked on the payday of the pay period in which the overtime was worked. An employee who selects the option of paid compensatory time off may take such time off at times which are mutually agreeable to the employee and his or her immediate supervisor.

Section 11.5

An employee called into service before or after his normal workday shall receive a minimum of four (4) hours pay at straight time. An employee must be available when called, in order to be eligible for minimum call-in pay. This compensation will only occur once in any workday. Workday is defined as 12:00 AM to 12:00 AM. Any additional call-ins will be paid for the actual number of hours worked, or if time is contiguous with his or her regular workday, he/she shall be paid for actual hours worked.

ARTICLE XII **HOLIDAYS**

Section 12.1

All full-time employees shall receive the following paid holidays:

- 1) New Year's Day
- 2) Martin Luther King, Jr. Day
- 3) President's Day
- 4) Memorial Day
- 5) Juneteenth
- 6) Independence Day
- 7) Labor Day
- 8) Columbus Day
- 9) Veteran's Day
- 10) Thanksgiving
- 11) Day After Thanksgiving
- 12) Christmas Day

Section 12.2

When a holiday as defined in Section 1 falls on a Saturday, the preceding Friday shall be considered the holiday. If a holiday as defined in Section 1 falls on a Sunday, the following Monday will be considered the holiday.

Section 12.3

In order for an employee to receive holiday pay, such holiday must fall on a day when he/she is normally scheduled to work, and he/she must work the day before and the day after said holiday whether it is the actual holiday or the designated Friday or Monday holiday. If an employee calls in sick and is unable to work the day before or the day after such holiday, he/she may receive the holiday pay at the sole discretion of the department head.

If a holiday falls during an employee's vacation, the employee shall be granted an additional vacation day.

Section 12.4

Employees who are required to work by their department head on a designated holiday shall receive pay at the rate of one and one-half (1 ½) times their hourly rate for all hours worked.

ARTICLE XIII

SICK LEAVE

Section 13.1

Sick leave credits shall be converted from days to hours. Each employee shall be entitled to sick leave as follows:

Each full-time employee shall be allowed sick leave credit at the rate of one (1) working day per month of service. Such employee shall only be entitled to receive such sick leave credit for one (1) day, if that employee works a minimum of fifteen (15) working days consisting of his or her scheduled work day in that month, except an employee's approved vacation time shall not be considered. Accumulation of sick leave credits is unlimited.

For calculation of sick leave credits, actual days of work recorded on the payroll shall be considered as time served by the employee.

Section 13.2

In order that absence because of personal illness or family illness may be charged to accumulated sick leave, it must be reported by the employee on the first working day of such absence and on each subsequent day of absence, unless excused from doing so by the employee's department head.

Section 13.3

The foregoing accumulation of sick leave and earning of sick leave credits does not apply to part-time employees or temporary employees. Full-time employee credits shall be transferred with the employee from one department to another.

Section 13.4

In order to qualify for sick leave, proof of disability must be provided by the employee, satisfactory to that employee's department head. Presentation of a physician's certificate may be waived for absences up to one (1) week. Such physician's statement of illness shall be mandatory for absences in excess of one (1) week, and should be presented to the employee's department head at the end of the individual's absence or if the absence will be protracted, at the end of each month of a continued absence. For illnesses of a protracted nature, such physician's statement of illness may be supplied more frequently if required by the employer. For absences of one (1) week or longer, the employee must also provide a release to return to work from the employee's physician.

Section 13.5 - Sick Leave Donation Program

Intent

The intent of the sick leave donation program is to provide a means to assist employees who, because of a non-occupational illness or injuries, have exhausted their benefits and would otherwise be subject to severe loss of income during a continuing absence from work. This program will not provide supplemental income which would result in compensation levels exceeding normal wages for employees who have other sources of substitute income such as that provided by disability insurance programs.

This program will attempt to keep the employees whole during their absence from work. Donated credits shall only result in employees being paid for time off when their own accruals of sick leave credits, vacation and comp time have been exhausted (employee does not have to exhaust their personal days and may retain up to 2 days of comp time). Donated time shall not result in an employee accruing additional service credit for any purpose. An employee using donated sick leave credits will continue to receive health care benefits.

Committee

A Sick Leave Donation Program Committee will be comprised of two (2) members from the Town of Webster CSEA White Collar Unit and two members from the Town of Webster CSEA Blue Collar Unit. These CSEA members will be the voting members of the committee. The Town Board shall appoint one person from management to act as a liaison to the committee.

Applicability

The leave donation program is available to employees represented by both the White Collar and Blue Collar units of CSEA. Both the donor and the recipient must be CSEA represented employees and must be employed by the Town of Webster.

Eligibility to Donate

In order to donate sick leave credits, an employee must have a minimum sick leave balance of sixty (60) days after making the donation.

The donor's identity is to be kept strictly confidential.

At retirement, members can opt to donate a maximum of 25 days unused sick time to the sick leave bank for use as future needs arise.

Eligibility to Receive Donations

Employees are eligible upon hire. In order to receive donated leave credits, an employee must meet the following requirements:

- Be absent due to a non-occupational personal illness or injury for which medical documentation satisfactory to management is submitted as required.
- Must have met requirements exhausting leave credits as described per "Intent" section herein.
- Expected duration of absence is at least two weeks.

When a request for time is received and approved by the committee, members of the employee's unit will be asked to donate time and then the other unit members will be asked. If the time donated is less than the need, the committee has the option to award the employee time from the sick leave bank.

An employee's continuing eligibility to participate in this program must be reviewed by the committee at least every thirty (30) days and more frequently if appropriate. The current standard as to what constitutes medical documentation satisfactory to the Town for purposes of determining medical disability continues to apply.

Process for Soliciting Donations & Payment Procedure

The Solicitation Process

- A solicitation notice will be prepared and distributed to departmental representative for posting.
- Donation forms will be time and date stamped upon receipt and logged by each department's designated sick leave committee member.
- Donations are used in the order in which they were received (first in /first used).

- If not enough time is donated from the employee's unit, the solicitation notice will be distributed and posted in the other unit. These donations will be used in the order in which they are received. (first in/first out).
- Unused donated time will be refunded to the donor (rounded to the nearest quarter hour).

The Sick Leave Bank Payout

The bank will be a dollar amount, which will be figured as follows:

Hours donated x hourly \$ amount made by the donor = \$ amount to be added to the bank.

- Payments made from the bank to an eligible recipient shall be determined as follows:
- Hours of donated time to be granted x the recipient's hourly rate = \$ amounted deducted from the sick leave bank and provided to the payroll office for payment to the employee.
- Hours of donated time to be granted x the recipient's hourly rate = \$ amounted deducted from the sick leave bank and provided to the payroll office for payment to the employee.

Receipt/Replenishment Donation

Once the receiver of a donation has returned to work for a year, he/she will be expected to donate at least one day per year into the bank to repay the time used.

ARTICLE XIV **BEREAVEMENT**

All full-time employees may be granted up to four (4) working days with pay when a death occurs in the employee's immediate family, upon satisfactory evidence of such. The immediate family of an employee shall include: grandparents, brother, sister, spouse, child, father, mother, brother-in-law, sister-in-law, father-in-law, mother-in-law, grandchildren or other relative who is an actual member of the employee's household.

In the event the burial or services of a covered individual occurs at a later date, an employee may take up to two (2) of their allotted days at such a later date, however, notice of the need for such leave may be required.

ARTICLE XV

VACATION

Section 15.1

Employees hired prior to July 1, 2023, who work five (5) days per week shall receive vacation with pay as follows:

A. Each employee hired prior to July 1 of any calendar year shall receive five (5) working days of vacation upon completion of six (6) months of continuous service. Upon completion of one (1) year of continuous service, each such employee shall receive ten (10) working days of vacation.

Each employee hired July 1 or thereafter of any calendar year shall receive five (5) working days of vacation upon completion of six (6) months of continuous service. Upon completion of one (1) year of continuous service, each such employee shall receive five (5) working days of vacation.

Each employee shall receive ten (10) working days of vacation upon completion of two (2) years of continuous service. After completing the first full year of service an employee shall become eligible for increased vacation benefits as of January 1st following his/her first anniversary date of hire and each January 1st thereafter.

B. After completion of two (2) years of service and up to three (3) years of service, an employee shall be eligible for ten (10) working days of vacation.

C. After completion of three (3) years of service and up to eight (8) years of service, an employee shall be eligible for fifteen (15) working days of vacation.

D. After completion of eight (8) years of service and up to twelve (12) years of service, an employee shall be eligible for twenty (20) working days of vacation.

E. After completion of twelve (12) years of service and up to twenty (20) years of service, an employee shall be eligible for twenty-five (25) working days of vacation.

F. After completion of twenty (20) years of continuous service with the town, the employee shall be eligible for one (1) additional day of vacation for each year of service up to a maximum of five (5) days.

G. Each employee who is covered by this agreement but works less than a five (5) day week, shall be entitled to the above vacation schedule prorated to the number of days said employee actually works.

Employees hired on or after July 1, 2023, shall accrue vacation hours monthly at the rate of eighty (80) hours of vacation per year for the first three (3) years of service.

Thereafter, such employees will follow the annual accrual rates in paragraph C, D and E of this subsection, but will not be eligible for the accrual rate in paragraph F of this subsection. Paragraph G of this subsection shall apply to said employees.

Section 15.2

Employees covered by this agreement are entitled to vacation, and no employee shall be required to accept pay in lieu of vacation time off. Choice of vacation periods shall be determined by seniority within the department. All vacation periods are subject to the approval of the department head.

When recognized holidays occur during a scheduled vacation period, the employee shall be allowed to take an additional day of paid vacation, which shall be scheduled at a time mutually agreed upon by the individual and the department head.

Section 15.3

Absence due to sickness or injury will have no effect on the vacation, except that an individual absent during the entire month of December will not be eligible for a vacation the following year until he/she returns to work on a regular basis and has worked four (4) continuous weeks.

An employee who is absent due to sickness or injury and does not return in time to receive his/her vacation prior to the end of the current calendar year will receive payment in lieu of vacation.

Section 15.4

An employee who becomes ill or is injured prior to the first day of scheduled vacation may have his/her vacation postponed if he/she notifies the head of his/her department prior to the first day of vacation. Exceptional or borderline cases and questions relating to this plan will be referred to the head of the department for disposition.

Section 15.5

Employees hired before July 1, 2023, must utilize vacation time within the calendar year. Ten (10) vacation days may be carried over to the next year, provided the use of those days does not interfere with the operation of the employee's department and the use of those days is approved in advance by the employee's department head.

Employees hired on or after July 1, 2023, may accumulate vacation hours up to a maximum of two hundred (200) hours of vacation. Vacation hours are neither earned nor posted when an employee is at the maximum.

ARTICLE XVI

JOB POSTING

All job vacancies shall be posted on the official bulletin board of the employer on the employee bulletin board located in the copier room. Such posting shall occur, at least ten (10) working days prior to the filling of such vacancy.

The posting of such vacancy shall contain the title of the position to be filled, the minimum qualifications required for the position, the work location of the vacancy and the salary or salary ranges for such vacancy.

ARTICLE XVII

JURY DUTY

Employees who are required to serve on jury duty shall be excused from the performance of their duties with pay. However, any compensation received by the employee, except for parking and mileage fees, will be reimbursed by the employee to the Town of Webster. Employees whose presence, are not required by the court shall be required to return to work.

Employees who are called to serve on jury duty agree to cooperate with the town when, in the town's opinion, deferral or postponement of jury duty is appropriate.

ARTICLE XVIII

LEAVES OF ABSENCE WITHOUT PAY

Section 18.1

During any leave of absence without pay, credits and benefits do not accrue.

Section 18.2 – Maternity Leave

An employee who is pregnant may continue working as long as she, and her physician feels, she can adequately perform her work. An employee may request a leave of absence beyond the period of her disability, and if approved by the Town Board, such leave shall be granted. The employee has a right to be reinstated to a position of equivalent pay within one (1) year of the commencement of her maternity leave, subject to written approval from her attending physician. Such leave may be extended to a period not to exceed two (2) years if approved by the Town Board. In all maternity leave cases an employee shall be allowed to use her accrued vacation and sick leave if applicable. Sick leave may be utilized only during a period of medical disability. If the employee qualifies for disability benefits, such benefits will start when all leave credits have been used.

Section 18.3 – Military Leave

If an employee is required to render military duty, he/she shall be granted a military leave of absence, pursuant to Section 243 of the Military Law of the State of New York.

Consistent with Section 242 of the Military Law of the State of New York, members of the National Guard or the Reserve of the Army, Navy, Marine Corps, Air Force or Coast Guard, will be granted a military duty leave of absence up to twenty-two (22) working days in a calendar year.

Section 18.4 - Leave for Other Reasons

Full-time employees who have successfully completed their probationary period, and have been in the employ of the employer for not less than one (1) year, may request a leave of absence without pay for reasons not cited in the contract, which request must be submitted to the employee's department head. Upon the recommendation and approval of the town supervisor, such leave may be granted for no more than one (1) year. At the option of the town supervisor, an employee may be granted up to two (2) years leave of absence for specialized services, upon presentation of sufficient proof. Such leave of absence may not be used for the purpose of obtaining other employment.

ARTICLE XIX **PROBATIONARY EMPLOYEES**

Employees in the competitive class shall serve a probationary period pursuant to the rules and regulations of the Monroe County Civil Service Commission. Employees in the labor class or non-competitive class shall serve a one (1) year probationary period.

Probationary employees may be terminated with or without cause, without recourse to Civil Service Law or to the grievance procedure as set forth in Article XXI of this agreement.

Seniority shall be retroactive from the employee's date of employment, providing the employee satisfactorily completes his probationary period.

Temporary and seasonal employees shall receive no service credits until hired as either a provisional or full-time employee. Part-time permanent employees shall receive service credits at one-half (1/2) the rate received by full-time employees for the number of hours they worked as permanent part-time employees after they become full-time employees. Such credits shall be computed from their last dates of hire as permanent part-time employees.

ARTICLE XX **FULL-TIME EMPLOYEE**

A full-time employee is one who is employed as a full-time employee, works on an annual basis, successfully completes his or her probationary period, and is employed regularly for thirty-five (35) hours per week or more.

ARTICLE XXI **GRIEVANCE PROCEDURE**

Section 21.1 – Definition of Grievance

A grievance shall be defined to mean a claim that there has been a violation, misinterpretation or an inequitable application of a specific provision of this agreement or a matter involving discipline or discharge of an employee covered by this agreement. The term grievance shall not include any matter involving retirement benefits, position classification or any other matter which is otherwise reviewable pursuant to law or any rule or regulation having the force and effect of law (or as to any matter on which the town is without authority to act).

The pendency of a grievance shall in no way operate to impede, delay or interfere with the right of the town to take the action complained of.

Section 21.2 – Procedure for Resolution of Grievance

STEP 1: As a condition to the processing or consideration of a grievance, the grievant must first attempt to resolve grievance informally with his/her supervisor within five (5) business days of the act or occurrence giving rise to the grievance.

STEP 2: If the grievance is not resolved informally within three (3) business days of the date it is submitted orally to his/her supervisor, it shall be reduced to writing and submitted to the town supervisor within five (5) business days following the last day the parties had to resolve the grievance at Step 1. The town supervisor or his/her designee shall conduct an informal hearing within ten (10) business days of the date the grievance is submitted to him/her at which all parties involved may present oral or written statements in support of their position. The town supervisor, or his/her authorized designee, shall serve a written reply to the grievance within five (5) business days from the close of the informal hearing.

STEP 3: If the grievance remains unsettled, the matter may be submitted to arbitration by the union within twelve (12) business days from the date the decision of the town supervisor was sent to the grievant and the union at its satellite office. The union shall request a panel of seven (7) arbitrators from the Public Employment Relations Board to be sent to the union and the employer. The parties shall select an arbitrator from the panel submitted by alternately striking the names from the panel until one (1) remains. The remaining person shall be the arbitrator in the dispute.

Each party to the dispute shall be allowed to request a maximum of one (1) additional list of arbitrators should the initial list be unsatisfactory to either party.

The arbitrator shall promptly hear the grievance and shall render a written decision within thirty (30) days following the close of the hearing. The decision of the arbitrator shall be final and binding upon all the parties to the dispute.

The arbitrator shall not have jurisdiction or authority to add to, modify, detract from or alter in any way the provisions of this agreement or any amendment or supplement thereto.

The fees and expenses of the arbitrator shall be shared equally by the parties to this agreement. If the arbitration hearing is either postponed or cancelled during the penalty period provided by the arbitrator, the party requesting the postponement or cancellation shall be responsible for the arbitrator's fees.

Section 21.3

The resolution of a grievance at any particular step shall be final if the grievant fails to pursue the grievance to the next step in the grievance procedure within the time limits prescribed in this article.

Section 21.4

An employee who is serving his/her probationary period with the Town or an employee appointed after July 1, 2023, whose title is in the Exempt Class of Civil Service shall only be allowed to file grievances relating to the violation, misinterpretation or inequitable application of a specific provision of this agreement. It is understood that appointments pursuant to Town Law are renewable at the discretion of the Town Board or the appointing authority.

Section 21.5

Any employee covered under this contract who is disciplined or discharged by the town shall receive a notice thereof stating the reasons (charges) for the discipline or discharge action.

ARTICLE XXII **EMPLOYEE LISTS**

The employer, within sixty (60) days after ratification of this contract, shall furnish the union with a complete list of name, address, job title, department and work location of all employees in the collective bargaining unit covered by this agreement. Thereafter, the employer agrees to update such employee list upon request of the union, but not more often than quarterly.

Within thirty (30) days of hire or of being promoted or transferred into the unit, the Town shall notify the union of the employee's name, address, job title, department and work location. Within thirty (30) days following such notification the Town shall allow the union to meet with such employee for up to thirty (30) minutes without loss of pay, provided however that arrangements for such meeting must be scheduled in consultation with the Town.

ARTICLE XXIII **PERSONNEL FILES**

An employee shall have the opportunity to review his/her personnel file in the presence of his or her department head upon five (5) days notice to his/her department head. He/she shall be given copies of any warnings placed in his/her personnel file, within five (5) days of receiving a warning notice, and such employee shall have the right to prepare a written answer to such warning notice which shall also be placed in his/her personnel file no later than five (5) days following the employee's receipt of a warning notice.

ARTICLE XXIV **PAY PERIODS**

All hourly and salaried employees shall be paid every other Friday. If Friday should be a holiday, salaries shall be paid on the last workday proceeding such holiday.

ARTICLE XXV **REST BREAKS**

The employee shall be allowed one (1) fifteen (15) minute rest break in the morning and one (1) fifteen (15) minute rest break in the afternoon each work day. The time parameters during which an employee takes his/her rest breaks shall be determined by the department head.

ARTICLE XXVI **PROMOTION AND TRANSFER**

When the employer determines that a position within the titles covered by the collective bargaining unit need to be filled, they shall be filled in accordance with the Civil Service Law.

When an employee is promoted to a job title having a higher salary range, s/he shall, upon promotion, be paid the salary step in the higher pay group which does not result in a loss of pay. Employees so promoted shall receive their first evaluation on the anniversary date of said promotion.

ARTICLE XXVII **LAYOFF, DISPLACEMENT AND RECALL**

Section 27.1 – Definition

Seniority shall be defined as the length of continuous service as a full-time or provisional employee with the employer from the date of hire after successful completion of the probationary period. Employees who are hired on a temporary or seasonal basis will not be placed on a seniority list until they become permanent full-time employees.

Section 27.2 - Procedure

Any employee who shall be laid off, displaced or recalled shall be governed by the appropriate provisions of the Civil Service Law as those provisions pertain to layoff, displacement and recall.

ARTICLE XXVIII **BULLETIN BOARDS**

The employer agrees to allow the posting of union notices on a bulletin board to be maintained by the Civil Service Employees Association and located in the copier room at the town hall for use by the employees covered by this agreement. Such bulletin board shall only be used by the union for the purpose of announcing meetings, special events, election of officers as well as other matters relative to the business of the union.

ARTICLE XXIX **PERSONAL LEAVE**

Section 29.1

After one (1) year of continuous service and yearly thereafter on the calendar year, an employee shall be entitled to a maximum of four (4) personal leave days off with pay for religious observance, funerals not included in Article XIV, extreme emergency or for pressing personal obligations which cannot be handled outside of normal working hours.

Section 29.2

In order to use a personal day, an employee must give his/her department head at least forty-eight (48) hours notice of his/her desire to use such day, except in extreme emergency. The use of such leave must be approved by his/her department head before the above mentioned days can be taken. If said personal days are not used, they will be added to the employee's accumulated sick leave bank.

ARTICLE XXX **WORKERS' COMPENSATION**

Section 30.1

Any employee who is necessarily absent from duty because of occupational injury or disease, as defined by the Workers' Compensation Law, may, while his/her disability renders him/her unable to perform the duties of his/her position, be granted leave with full pay for a period not to exceed six (6) months (exclusive of accumulated sick leave credit and other credits) on recommendation of the department head, approved by the Town Supervisor, after full consideration of all the facts involved. Should the disability persist beyond this period, plus accumulated sick leave and other credits, such officer or employee may be placed on leave without pay for a further period not to exceed six (6) months subject to the approval of the Town Supervisor.

When such employee has been awarded by the Workers' Compensation Board compensation for the period his/her leave with pay, such compensation award shall be credited to the Town.

Section 30.2

Employees are expected to use personal protective equipment, which is provided by the Town, as required by the Town and by State and Federal regulations and as recommended by the Town's safety committee.

ARTICLE XXXI **FEDERAL AND STATE WORK PROGRAMS**

The employer supports Federal/State programs that provide work experience opportunities. Such opportunities shall:

1. Not result in the displacement of any currently employed employee loss of job or position, including partial displacement such as reduction of hours of non-overtime work, wages or employment benefits;
2. Not to be utilized in any town department when an employee is on layoff from the same or equivalent position or when a town department has terminated the employment of any regular employee or otherwise reduced its work force with the intention of using the State/Federal programs to fill said positions;
3. Not infringe upon the promotional opportunities of any currently employed employee;
4. Exclusivity of bargaining unit work shall not be lost by the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO in this bargaining unit because of participants performing bargaining unit activities under this program.

ARTICLE XXXII **WAGE STUDY**

It is agreed that the new "Job Grade Schedules" and "Descriptive Titles", contained in Appendices III (A) and III(B) have been compiled in accordance with the internal wage and salary study conducted by the Town and approved by the union.

ARTICLE XXXIII **DRUG AND ALCOHOL TESTING**

Employees who hold the title of Grounds Equipment Operator and those working as child care staff shall be required to participate in a Town random drug and alcohol testing program. The program will be developed by the Town and reviewed with the Union prior to its implementation.

ARTICLE XXXIV
DURATION

Section 33.1

This agreement shall become effective on January 1, 2023, except as otherwise provided in this agreement and shall remain and continue in full force and effect until December 31, 2026.

Section 33.2

It is agreed that both parties have had ample opportunity to negotiate with regard to those subjects of mandatory collective bargaining under the law. Therefore, the parties agree that during the term of this agreement, neither party shall have any right to request negotiations on any matter, whether continued in the agreement or not or whether proposed or discussed during negotiations between the parties, except by mutual written consent, or as otherwise provided in this agreement. Negotiations for the new contract will commence on or about June 1, 2026 and the parties will attempt to have five (5) negotiation sessions by November 1, 2026.

AGREED TO FOR THE TOWN:



THOMAS FLAHERTY
TOWN SUPERVISOR

DATED: 10 / 16 / 23

AGREED TO FOR THE UNION:



PAUL MARKWITZ
LABOR RELATIONS SPECIALIST
CSEA LOCAL 1000 AFSCME, AFL-CIO

DATED: 10 / 16 / 23



JILL MARQUARDT
CSEA UNIT PRESIDENT

DATED: 10 / 16 / 2023

APPENDIX I (A - Hired Prior to July 1, 2023)

**HOURLY RATES
2023-2026**

JUNE 1, 2023 (3.0%)

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
1	\$16.73	\$17.40	\$18.13	\$18.91	\$19.70	\$20.54
2	\$18.42	\$19.20	\$19.96	\$20.78	\$21.63	\$22.57
3	\$20.23	\$21.04	\$21.94	\$22.81	\$23.82	\$24.79
4	\$22.18	\$23.15	\$24.11	\$25.10	\$26.16	\$27.24
5	\$24.39	\$25.42	\$26.47	\$27.55	\$28.77	\$29.91
6	\$26.79	\$27.94	\$29.12	\$30.30	\$31.57	\$32.88

JANUARY 1, 2024 (2.25%)

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
1	\$17.10	\$17.79	\$18.54	\$19.34	\$20.15	\$21.00
2	\$18.83	\$19.63	\$20.41	\$21.24	\$22.12	\$23.08
3	\$20.68	\$21.52	\$22.43	\$23.33	\$24.36	\$25.35
4	\$22.67	\$23.68	\$24.65	\$25.67	\$26.75	\$27.86
5	\$24.94	\$25.99	\$27.07	\$28.17	\$29.42	\$30.58
6	\$27.39	\$28.57	\$29.77	\$30.98	\$32.28	\$33.62

JANUARY 1, 2025 (2.0%)

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
1	\$17.45	\$18.14	\$18.91	\$19.72	\$20.55	\$21.42
2	\$19.21	\$20.02	\$20.82	\$21.67	\$22.56	\$23.54
3	\$21.10	\$21.95	\$22.88	\$23.79	\$24.85	\$25.86
4	\$23.13	\$24.15	\$25.15	\$26.18	\$27.29	\$28.41
5	\$25.44	\$26.51	\$27.61	\$28.74	\$30.00	\$31.20
6	\$27.94	\$29.14	\$30.37	\$31.60	\$32.93	\$34.29

JANUARY 1, 2026 (2.0%)

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
1	\$17.79	\$18.51	\$19.28	\$20.12	\$20.96	\$21.85
2	\$19.59	\$20.42	\$21.24	\$22.10	\$23.01	\$24.01
3	\$21.52	\$22.39	\$23.34	\$24.27	\$25.34	\$26.37
4	\$23.59	\$24.63	\$25.65	\$26.70	\$27.83	\$28.98
5	\$25.95	\$27.04	\$28.16	\$29.31	\$30.60	\$31.82
6	\$28.50	\$29.73	\$30.98	\$32.24	\$33.58	\$34.98

APPENDIX I (B – Hired Prior to July 1, 2023)

**ANNUAL WAGES
2023-2026**

JUNE 1, 2023 (3.0%)

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
21	\$52,708	\$55,048	\$57,489	\$60,045	\$62,706	\$65,488
22	\$56,986	\$59,512	\$62,151	\$64,916	\$67,794	\$70,800
23	\$61,602	\$64,339	\$67,190	\$70,173	\$73,293	\$76,543
24	\$66,598	\$69,555	\$72,638	\$75,867	\$79,235	\$82,749
25	\$71,997	\$75,192	\$78,535	\$82,015	\$85,654	\$89,459

JANUARY 1, 2024 (2.25%)

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
21	\$53,894	\$56,287	\$58,783	\$61,396	\$64,117	\$66,962
22	\$58,268	\$60,851	\$63,550	\$66,376	\$69,319	\$72,393
23	\$62,988	\$65,787	\$68,702	\$71,752	\$74,942	\$78,266
24	\$68,096	\$71,120	\$74,272	\$77,574	\$81,018	\$84,611
25	\$73,617	\$76,884	\$80,302	\$83,860	\$87,581	\$91,471

JANUARY 1, 2025 (2.0%)

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
21	\$54,972	\$57,413	\$59,959	\$62,624	\$65,400	\$68,301
22	\$59,433	\$62,068	\$64,821	\$67,704	\$70,705	\$73,841
23	\$64,248	\$67,102	\$70,076	\$73,187	\$76,441	\$79,831
24	\$69,458	\$72,542	\$75,757	\$79,125	\$82,638	\$86,303
25	\$75,089	\$78,422	\$81,909	\$85,537	\$89,333	\$93,301

JANUARY 1, 2026 (2.0%)

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
21	\$56,071	\$58,561	\$61,158	\$63,876	\$66,708	\$69,667
22	\$60,622	\$63,310	\$66,117	\$69,058	\$72,119	\$75,318
23	\$65,533	\$68,444	\$71,477	\$74,651	\$77,969	\$81,428
24	\$70,847	\$73,993	\$77,273	\$80,708	\$84,291	\$88,029
25	\$76,591	\$79,990	\$83,547	\$87,248	\$91,119	\$95,167

APPENDIX I (C - Hired July 1, 2023 or after)

**HOURLY RATES
2023-2026**

June 1, 2023 (3.0%)

GRADE	STEP 1*	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
1	\$16.24	\$17.40	\$18.13	\$18.91	\$19.70	\$20.54
2	\$17.88	\$19.20	\$19.96	\$20.78	\$21.63	\$22.57
3	\$19.64	\$21.04	\$21.94	\$22.81	\$23.82	\$24.79
4	\$21.53	\$23.15	\$24.11	\$25.10	\$26.16	\$27.24
5	\$23.68	\$25.42	\$26.47	\$27.55	\$28.77	\$29.91
6	\$26.01	\$27.94	\$29.12	\$30.30	\$31.57	\$32.88

**2023 wage increase does not apply to Step 1*

JANUARY 1, 2024 (2.25%)

GRADE	STEP 1**	STEP 2**	STEP 3	STEP 4	STEP 5	STEP 6
1	\$16.24	\$17.40	\$18.54	\$19.34	\$20.15	\$21.00
2	\$17.88	\$19.20	\$20.41	\$21.24	\$22.12	\$23.08
3	\$19.64	\$21.04	\$22.43	\$23.33	\$24.36	\$25.35
4	\$21.53	\$23.15	\$24.65	\$25.67	\$26.75	\$27.86
5	\$23.68	\$25.42	\$27.07	\$28.17	\$29.42	\$30.58
6	\$26.01	\$27.94	\$29.77	\$30.98	\$32.28	\$33.62

***2024 wage increase does not apply to Step 1 and 2*

JANUARY 1, 2025 (2.0%)

GRADE	STEP 1***	STEP 2***	STEP 3***	STEP 4	STEP 5	STEP 6
1	\$16.24	\$17.40	\$18.54	\$19.72	\$20.55	\$21.42
2	\$17.88	\$19.20	\$20.41	\$21.67	\$22.56	\$23.54
3	\$19.64	\$21.04	\$22.43	\$23.79	\$24.85	\$25.86
4	\$21.53	\$23.15	\$24.65	\$26.18	\$27.29	\$28.41
5	\$23.68	\$25.42	\$27.07	\$28.74	\$30.00	\$31.20
6	\$26.01	\$27.94	\$29.77	\$31.60	\$32.93	\$34.29

****2025 wage increase does not apply to Step 1, 2 and 3*

JANUARY 1, 2026 (2.0%)

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
1	\$16.56	\$17.74	\$18.91	\$20.12	\$20.96	\$21.85
2	\$18.24	\$19.58	\$20.82	\$22.10	\$23.01	\$24.01
3	\$20.03	\$21.46	\$22.88	\$24.27	\$25.34	\$26.37
4	\$21.96	\$23.62	\$25.15	\$26.70	\$27.83	\$28.98
5	\$24.15	\$25.93	\$27.61	\$29.31	\$30.60	\$31.82
6	\$26.53	\$28.50	\$30.37	\$32.24	\$33.58	\$34.98

APPENDIX I (D - Hired July 1, 2023 or after)

**ANNUAL WAGES
2023-2026**

June 1, 2023 (3.0%)

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
21	\$51,173	\$55,048	\$57,489	\$60,045	\$62,706	\$65,488
22	\$55,326	\$59,512	\$62,151	\$64,916	\$67,794	\$70,800
23	\$59,808	\$64,339	\$67,190	\$70,173	\$73,293	\$76,543
24	\$64,658	\$69,555	\$72,638	\$75,867	\$79,235	\$82,749
25	\$69,900	\$75,192	\$78,535	\$82,015	\$85,654	\$89,459

****2023 wage increase does not apply to Step 1***

JANUARY 1, 2024 (2.25%)

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
21	\$51,173	\$55,048	\$58,783	\$61,396	\$64,117	\$66,962
22	\$55,326	\$59,512	\$63,550	\$66,376	\$69,319	\$72,393
23	\$59,808	\$64,339	\$68,702	\$71,752	\$74,942	\$78,266
24	\$64,658	\$69,555	\$74,272	\$77,574	\$81,018	\$84,611
25	\$69,900	\$75,192	\$80,302	\$83,860	\$87,581	\$91,471

*****2024 wage increase does not apply to Step 1 and 2***

JANUARY 1, 2025 (2.0%)

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
21	\$51,173	\$55,048	\$58,783	\$62,624	\$65,400	\$68,301
22	\$55,326	\$59,512	\$63,550	\$67,704	\$70,705	\$73,841
23	\$59,808	\$64,339	\$68,702	\$73,187	\$76,441	\$79,831
24	\$64,658	\$69,555	\$74,272	\$79,125	\$82,638	\$86,303
25	\$69,900	\$75,192	\$80,302	\$85,537	\$89,333	\$93,301

******2025 wage increase does not apply to Step 1, 2 and 3***

JANUARY 1, 2026 (2.0%)

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
21	\$52,196	\$56,149	\$59,959	\$63,876	\$66,708	\$69,667
22	\$56,433	\$60,703	\$64,821	\$69,058	\$72,119	\$75,318
23	\$61,004	\$65,626	\$70,076	\$74,651	\$77,969	\$81,428
24	\$65,951	\$70,946	\$75,757	\$80,708	\$84,291	\$88,029
25	\$71,298	\$76,696	\$81,909	\$87,248	\$91,119	\$95,167

APPENDIX II (A)

HOURLY JOB GRADE SCHEDULE

GRADE	POSITION DESCRIPTION	CIVIL SERVICE JOB TITLE REQUIRED
GRADE 1	Receptionist Laborer	Receptionist Laborer
GRADE 2	Assistant Police Clerk License Clerk Tax Clerk Office Clerk Assessing Asst. Finance Clerk Real Property Aide	Office Clerk IV Office Clerk IV Office Clerk IV Office Clerk IV Office Clerk IV Real Property Aide
GRADE 3	Custodian Recreation Leader Computer Support Assistant	Maintenance Mechanic Recreation Leader Computer Support Assistant
GRADE 4	Assessment Clerk Public Works Clerk Building Clerk Highway Clerk Finance Clerk Police Clerk Police Secretary Sewer Secretary Town Justice Clerks Town Justice Clerks Grounds Equipment Operator Recreation Assistant League Coordinator	Assessment Clerk Office Clerk III Office Clerk III Clerk to Town Justice (Exempt) Office Clerk III Grounds Equipment Operator Recreation Assistant Recreation Assistant
GRADE 5	Office Account Clerk Secretary to Planning & Zoning Animal Control Officer Fitness Coordinator Real Property Appraiser Trainee	Office Account Clerk Secretary to Planning & Zoning Board (Exempt) Animal Control Officer Fitness Coordinator Real Property Appraiser Trainee
GRADE 6	Senior Highway Clerk Senior Sewer Clerk Grounds Equipment Operator* Recreation Supervisor Deputy Town Clerk	Office Clerk II Office Clerk II Grounds Equipment Operator Recreation Supervisor Deputy Town Clerk (Exempt)

**Employees with the Grounds Equipment Operator title January 1, 2013, shall continue to receive salary treatment in accordance with Salary Grade 6. All employees placed in that title after January 1, 2013, shall receive salary treatment in accordance with Salary Grade 4.*

APPENDIX II (B)

SALARY JOB GRADE SCHEDULE

GRADE	DESCRIPTIVE TITLE	CIVIL SERVICE JOB TITLE REQUIRED
GRADE 21	Code Compliance Inspector Construction Inspector GIS Technician Engineer Assistant	Code Compliance Inspector Construction Inspector GIS Technician Engineer Assistant
GRADE 22	Real Property Appraiser Parks Foreman Property Clerk	Real Property Appraiser Parks Foreman Property Clerk
GRADE 23	Accountant Assistant Building Inspector Code Compliance Coordinator Property Clerk** Recreation Supervisor***	Accountant Assistant Building Inspector Code Compliance Coordinator Property Clerk Recreation Supervisor
GRADE 24	Assistant Town Engineer	Assistant Town Engineer
GRADE 25	Fire Marshal Building Inspector	Fire Marshal Building Inspector

*** Employees with the Property Clerk title as of January 1, 2023, shall continue to receive salary treatment in accordance with Salary Grade 23. All employees placed in that title after January 1, 2023, shall receive salary treatment in accordance with Salary Grade 22.*

**** Employees with the Recreation Supervisor title as of January 1, 2013, shall continue to receive salary treatment in accordance with Salary Grade 23. All employees placed in that title after January 1, 2013, shall receive salary treatment in accordance with Salary Grade 6.*

Notes applicable to Appendices II (A) and II (B):

The Town reserves the right, upon notification to the union, to update the civil service job titles as necessary to conform with the descriptive job titles.

APPENDIX III

TOWN OF WEBSTER EMPLOYEE PERFORMANCE APPRAISAL

Employee _____ Date Employed _____
Civil Service Job Title _____ Town of Webster Job Title _____
Length of Service in Present Title _____ Period of Review _____

EVALUATION SCALE

0 Points - Unsatisfactory: Unacceptable performance that does not meet job requirements.

3 Points - Needs Improvement: In a new position, performance is progressing but further development is necessary to become fully satisfactory. For an experienced employee, substandard or declining performance that does not meet or maintain job requirements.

5 Points - Satisfactory: Performance consistently meets job requirements.

7 Points - Above Average: Performance consistently meets, and often exceeds, job requirements.

10 Points - Outstanding: Performance is consistently superior and surpasses job requirements.

EVALUATION CRITERIA

Quantity of Work: Volume of work regularly produced. Speed and consistency of output. Ability to organize work assignments.

Unsatisfactory: Work volume far below standards for job. Organizes assignments poorly.

Needs Improvement: Requires prodding to complete assignments. Fails to meet deadlines.

Satisfactory: Performs assignments within time permitted. Organizes work well.

Above Average: Consistently above average producer. Will do more than job requires.

Outstanding: Outstanding producer. Turns out peak performance in an exceptional manner.

OR **Not Applicable.**

Comments: _____

Quality of Work: Extent to which work performance meets requirements of accuracy, thoroughness and effectiveness.

Unsatisfactory: Assignments require constant checking due to frequency of errors. Poor workmanship.

Needs Improvement: Fails to adequately meet acceptable job standards for quality work.

Satisfactory: Work is well done with only normal acceptable number of errors.

Above Average: Work is consistently well done, with infrequent errors.

Outstanding: Extremely accurate. Minimum verification.

OR **Not Applicable.**

Comments: _____

Job Knowledge: Degree to which employee understands all aspects of work assignments and job responsibilities.

Unsatisfactory: Inadequate job knowledge. Does not understand or grasp elementary job responsibilities.

Needs Improvement: Understands some job elements, but requires additional training and experience in some areas.

Satisfactory: Knowledge of duties sufficient for performance. May require assistance on non-routine assignments.

Above Average: Handles assignments with minimum of direction. Possesses knowledge of related jobs.

Outstanding: Expert in most phases of job. Understands relationships and duties of allied jobs.

OR **Not Applicable.**

Comments: _____

Dependability: Extent to which employee is reliable, follows instructions, and fulfills responsibilities, including the discretionary treatment of confidential information.

Unsatisfactory: Extremely unreliable, cannot follow instructions properly.

Needs Improvement: Cannot always be counted on to fulfill responsibilities.

Satisfactory: Fulfills responsibilities and follows instructions with limited supervision.

Above Average: Consistently dependable in accomplishing job assignments. Requires minimum supervisory follow-up.

Outstanding: Extremely dependable in performing duties, including non-routine assignments.

OR **Not Applicable.**

Comments: _____

Initiative: Degree to which employee is a self-starter and undertakes assignments on own initiative.

Unsatisfactory: Fails to accomplish routine assignments in compliance with instructions.

Needs Improvement: Does not consistently apply talents in fulfilling assignments.

Satisfactory: Performs assignments with well-sustained interest and drive.

Above Average: Exhibits high degree of resourcefulness and ingenuity. Seeks out improved methods.

Outstanding: Assumes additional responsibilities beyond job requirements; accomplishes results efficiently.

OR **Not Applicable.**

Comments: _____

Attitude: Amount of interest and enthusiasm toward work assignments, including ability to accept constructive criticism.

Unsatisfactory: Exhibits little interest in job assignments, lacks enthusiasm.

Needs Improvement: Should develop more interest or enthusiasm toward some job aspects.

Satisfactory: Performs all assignments with a favorable degree of interest and enthusiasm.

Above Average: Consistently shows a high degree of enthusiasm and interest.

Outstanding: Extraordinary amount of enthusiasm and interest toward work assignments.

OR **Not Applicable.**

Comments: _____

Cooperative Effort: Degree of contribution to team effort and morale, cooperation with fellow workers.

Unsatisfactory: Fails to cooperate in team effort. Makes little attempt to get along with fellow employees.

Needs Improvement: Generally gets along with others. Sometimes fails to exhibit degree of cooperation required.

Satisfactory: Cooperates well with others to accomplish work objectives. Is a willing team worker.

Above Average: Very cooperative; always willing to extend effort to contribute toward work objectives.

Outstanding: Enthusiastic team worker; has respect of fellow workers, displays extraordinary degree of team spirit.

OR **Not Applicable.**

Comments: _____

Flexibility: Ability to adjust to changing situations and working assignments and ease with which new duties are learned.

Unsatisfactory: Cannot adjust to changing conditions.

Needs Improvement: Has difficulty with change and requires detailed and repeated instructions.

Satisfactory: Minimum instruction needed on most new duties.

Above Average: Adaptable, quick to learn and understand.

Outstanding: Exceptionally keen in adapting to new jobs and changing situations.

OR **Not Applicable.**

Comments: _____

Communications: Effectiveness in communicating with others both orally and in writing.

Unsatisfactory: Lacks proper communication skills for job assignment.

Needs Improvement: Has difficulty in communicating with others.

Satisfactory: Exhibits satisfactory skills in communicating with others in a timely manner.

Above Average: Demonstrates better than average skills in communicating with others.

Outstanding: Extremely accurate, concise and effective in communicating with others.

OR _____ Not Applicable.

Comments: _____

GENERAL CRITERIA

Attendance:

Number of instances of sickness _____ Total number of sick days taken _____

Does the employee's attendance and punctuality meet standard requirements?

Yes - 5 Points No - 0 Points (Explain)

Comments: _____

What specific objectives could improve the employee's current job performance and prepare the employee for advancement?

Does the employee demonstrate regard for safety, neatness of work area and proper appearance to meet job requirements, including use of safety protection equipment when needed?

Yes - 5 Points No - 0 Points (Explain)

Comments: _____ NO 3 POINTS (Explain)

What is your overall appraisal of this employee's work performance (U, NL, S, AA, Q)?

Comments:

Employee: What is your overall appraisal of your own work performance?

Employee: What is your overall appraisal of your own work performance? If desired, please explain in section for employee's comments.

Employee's Comments: (If more space is required, please attach additional pages.)

Total point score: _____ Date appraisal was discussed with employee: _____

Signature of Appraiser(s)

Signature of Employee*

*Employee signature represents only that the employee has seen the evaluation and does not signify employee's agreement.

**LETTER OF UNDERSTANDING
BETWEEN
TOWN OF WEBSTER
AND
TOWN OF WEBSTER UNIT 7411-01
LOCAL 828
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.**

The Town of Webster agrees that the Town of Webster Unit, Local 828, Civil Service Employees Association, Inc., has not given up its right to negotiate the decision as well as the impact of any action by the aforementioned town to subcontract services performed by employees covered by the agreement between such Town of Webster and Town of Webster Unit, Local 828, Civil Service Employees Association, Inc.

In witness whereof the proper representation of each party does hereby set his hand this 16th day of September, 1991.

/s/Adrian B. Stanton

Town of Webster Supervisor

/s/Patricia J. Steigerwald

**Town of Webster Unit, Local 828
Civil Service Employees Association, Inc.**

/s/Thomas Pomidoro

CSEA

**LETTER OF UNDERSTANDING
BETWEEN
TOWN OF WEBSTER
AND
TOWN OF WEBSTER UNIT
LOCAL 828
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.**

It is the Town of Webster's understanding that the White Collar Unit Workers will not be party to any grievances concerning the vehicle use policy recently adopted by the Town of Webster.

If a grievance is filed by another unit and the vehicle use policy is overturned through arbitration, then the policy will be overturned for the White Collar Unit Workers also.

In witness whereof the proper representatives of each party, does hereby set his hand this 16th day of July, 1993.

/s/Henry Kujawa

Town of Webster Supervisor

/s/Patricia J. Steigerwald

**Town of Webster Unit, Local 828
Civil Service Employees Association, Inc.**

/s/Thomas Pomidoro

CSEA