

# **AGREEMENT**

**by and between the**

**TOWN OF WEBSTER**

**and**

**CSEA, Local 1000 AFSCME, AFL-CIO**

**CSEA**

**Town of Webster Blue Collar Unit #7411-00**  
**Monroe County Local 828**

**January 1, 2023 - December 31, 2026**

## **TABLE OF CONTENTS**

<b><u>Article</u></b>	<b><u>Section</u></b>	<b><u>Description</u></b>	<b><u>Page</u></b>
		Agreement	6
I		Preamble	6
II		Recognition	
	2.1	Recognition of Union	6
	2.2	Dues	6
	2.3	Strike Clause	7
III		Collective Bargaining Unit	
	3.1	General Unit	7
IV		Aid to Other Labor Organizations	
	4.1		7
V		Rights of Employees	
	5.1	Right to Join/Refrain Joining, Personal Concerns	7
VI		Union Business and Rights	
	6.1	Meeting Rooms	8
	6.2	Convention Attendance	8
	6.3	Bulletin Board	8
	6.4	Release for Grievances	8
	6.5	Negotiation Team	8
VII		Management Rights	
	7.1	Rights, Power, Authority, Duty	9
VIII		Compensation	
	8.1	5/1/23 Increase	9
	8.2	1/1/24 Increase	9
	8.3	1/1/25 Increase	9
	8.4	1/1/26 Increase	9
	8.5	Evaluations	9
	8.6	Longevity	10
	8.7	B and C Shift Differential	11
IX		Health Insurance	
	9.1	Coverage Options	11
	9.2	Premium Costs/Sharing	11
	9.3	Town's Right to Change Providers	12
	9.4	Open Enrollment	13

9.5	Insurance Coverage Changes	13
9.6	Coverage of Deceased Employees Family	13
9.7	Employee Retiring	13
9.8	Dental Coverage	14
9.9	Flexible Spending Account	14
9.10	Health Reimbursement Account/HRA or 105H	14
9.11	Opt out of Health Care Coverage	15
 X		
10.1	Retirement	
10.2	Section 75-i	15
10.2	41-j	15
 XI		
11.1	Workday and Overtime	
11.1	Rate of Pay or Compensatory Rate	15
11.2	Overtime Work	16
11.3	8-Hour Day	16
11.4	Personal Affairs	16
11.5	Payday	16
11.6	Overtime Offered, Mandatory Overtime	16
11.7	4-Hours Call-In Pay	16
11.8	Overtime Paid 8-Hour Day	16
11.9	On-call Pay	17
11.10	Shifts on Present Policy	17
11.11	Overtime on Shifts	17
11.12	Plant Checks	17
 XII		
12.1	Holidays	
12.1	List of Holidays	17
12.2	Working on Holidays	18
12.3	Floating Holidays	18
 XIII		
13.1	Sick Leave	
13.1	Calculation of Sick Leave and Proof	18
13.2	Sick Leave Donation Program	19
 XIV		
14.1	Bereavement	
14.1	List of who is Covered	21
 XV		
15.1	Job Posting and Promotion	
15.1	Posting of Jobs	22
 XVI		
16.1	Personal Time	
16.1	Calculation and Use	22

XVII	Vacation	
17.1	Calculation of Time by Years	23
17.2	Choice of Time	24
17.3	Holiday During Vacation	24
17.4	Effects on Vacation	24
17.5	Carrying Over Time	24
XVIII	Ordered Military Duty	
18.1	Leave and Pay Differential	25
XIX	Jury Duty and Court Attendance	
19.1	Time Off and Pay	25
XX	Leave of Absence Without Pay	
20.1	Extended Military Duty	25
20.2	Maternity Leave	26
20.3	Leave for Other Reasons	26
XXI	Probationary Employees	
21.1	52 Weeks	26
XXII	Full-Time Employee Defined	
22.1	Definition	26
XXIII	Reserved	26
XXIV	Time Accounting Cards	
24.1	Employee Must Sign	27
XXV	Tenure	
25.1	Disciplinary	27
XXVI	Seniority and Layoff	
26.1	Seniority and Bumping Rights	27
26.2	Definition of Continuous Service	28
26.3	Seniority of Two Employees	28
26.4	Shift Assignment	28
26.5	Overtime Distribution	28
XXVII	Grievance Procedure	
27.1	Presentation of Grievance	29
27.2	Steps	29
27.3	Representation	30
27.4	Resolution	30
27.5	Time Off	30

XXVIII	28.1	Workers Compensation What is Covered	30
XXIX	29.1	Out-Of-Title Work Training Period and Pay	31
XXX	30.1	Uniforms and Safety Equipment Uniforms	31
	30.2	T-Shirts	31
	30.3	Winter Jackets and Coveralls	31
	30.4	Various PPE and Glasses	31
	30.5	Electrical PPE	32
	30.6	Use of PPE	32
XXXI	31.1	Working Conditions Reimbursement of Tools	32
	31.2	Insurance	32
	31.3	Working Conditions	32
	31.4	License	32
XXXII	32.1	Lockers and Showers Made Available	33
XXXIII	33.1	Miscellaneous Conditions License Checks	33
XXXIV	34.1	Physical Examinations Payment for Examinations	33
XXXV	35.1	Personnel Files Rights to Files	33
XXXVI	36.1	Federal and State Work Programs Support of Programs	34
XXXVII	37.1	Complete Agreement Parties Acknowledgement	34
	37.2	Rights, Privileges and Benefits	34
	37.3	Labor/Management Agreements	35
XXXVIII	38.1	Duration Length of Agreement	35
	38.2	Commencement of Negotiations	35
		Signature Page	35

Appendix A	Highway New Career Salary Schedule	36
Appendix B	Sewer New Career Salary Schedule	38
Appendix C	2022 Highway New Career Ladder Crosswalk	40
Appendix D	2022 Sewer New Career Ladder Crosswalk	41
Appendix E	Settlement Agreement	42
Appendix F	Vacation Chart	43

## **AGREEMENT**

This is an agreement entered into this 4<sup>th</sup> day of April 2023, between the Town of Webster, hereinafter known as the Employer and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, hereinafter known as the Union for the Town of Webster Unit 7411, Local 828.

### **ARTICLE I** **PREAMBLE**

The Town of Webster and the Association declare it to be their mutual policy that in order to promote harmonious labor relations between the Town of Webster and its employees, the principal of collective negotiations is to be pursuant to the New York State Public Employees Fair Employment Act, and that no Article or Section in this contract is to be construed to be in violation of any law or ordinance. We furthermore affirm that each employee shall, at all times, be a dedicated, courteous and efficient representative of public employment, realizing full well that the employee is under constant scrutiny of the public at large and that they are performing an essential service. Recognizing the moral principles inherent in Federal and State Legislation, we hereby agree not to limit employment with the Town of Webster or membership in the Association to any person because of sex, race, color, creed, national origin, religion, age, disability, sexual orientation, marital status, veteran status, genetic predisposition or carrier status.

### **ARTICLE II** **RECOGNITION**

#### **Section 2.1**

The Town of Webster recognizes the Union as the sole and exclusive representative for all employees described in Article III for the purpose 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.

#### **Section 2.2**

The Town of Webster shall deduct from the wages of members and remit to the Association regular membership dues for those employees who signed authorizations permitting such payroll deductions, and CSEA insurance deductions, only including life and sickness, accident, and the master plan.

Such dues and premiums shall be remitted to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210, on a payroll period basis.

The Association agrees to indemnify and hold the Town 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.

## **Section 2.3**

The Union affirms that it does not have the right to strike against The Town of Webster, 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.

## **ARTICLE III** **COLLECTIVE BARGAINING UNIT**

### **Section 3.1**

A general unit consisting of all Town of Webster Highway Department and Sewer Department employees as classified in the appendices A and B, other than part-time and seasonal employees, employees with managerial or confidential status as defined in the Act, and/or as determined by judicial decision, elected officials and employees represented by other negotiating units.

## **ARTICLE IV** **AID TO OTHER LABOR ORGANIZATIONS**

### **Section 4.1**

The Employer will not aid, promote or finance any labor group or organization, which purports to engage in collective bargaining or make any agreement with any such group organization for the purpose of undermining the Union.

## **ARTICLE V** **RIGHTS OF EMPLOYEES**

### **Section 5.1**

Any employee covered by the provision of this agreement shall be free to join or refrain from joining the Union without fear of coercion, reprisal, or penalty from the Union or the Employer. Employees may join and take an active part in the activities of the Union without fear of any kind of reprisals from the Employer or its agents.

Any employee may bring matters of personal concern to the attention of the appropriate Employer representative and officials in accordance with applicable laws and rules, and may choose their own representative, or appear alone, in a grievance or appeal proceeding with the exception that the Union must be informed immediately of any decision surrounding the case.

## **ARTICLE VI** **UNION BUSINESS AND RIGHTS**

### **Section 6.1**

The Association will be granted the use of designated meeting rooms for the purpose of conducting official Association business.

### **Section 6.2**

The Town of Webster, with prior approval of the Department Head or designee, will provide release time with pay to one designated Association officer and one delegate attending certain Association conventions.

Designated members of the Association shall be granted release time with pay for purposes of filing official grievances with their designated representative.

### **Section 6.3**

The Association shall have the right to post Union notices and other communications on bulletin boards located on the premises of the Highway Department and the Sewer Department of the Town of Webster. The officers or agents of the Association shall have the right to visit the Town facilities for the purpose of adjusting grievances and administering the terms and conditions of the agreement.

### **Section 6.4**

Employees who are designated or elected for the purpose of adjusting grievance or assisting in the administration of this agreement shall be permitted release time from their regular duties to fulfill these obligations, providing there shall be no interference with harmonious and cooperative relations between the Town of Webster and the employees, and provided such activities shall not interrupt the operations of Town Government and/or its departments.

### **Section 6.5**

For the purpose of contract negotiations, the negotiating committee of the Union will consist of a maximum of five (5) employees. Negotiations will normally be conducted during working hours and employees on the negotiating committee will suffer no loss of pay while engaged in such negotiations with the Town.

**ARTICLE VII**  
**MANAGEMENT RIGHTS**

**Section 7.1**

The Town of Webster, on its own behalf and on behalf of the Town Board of the Town of Webster, hereby retains and reserves unto itself all rights, power, authority, duty and responsibility conferred on and vested in it by the laws and constitution of the State of New York and/or United States of America.

**ARTICLE VIII**  
**COMPENSATION**

Effective December 31, 2022, all unit members are mapped to the new career ladder salary schedule attached as an appendix to this agreement.

**Section 8.1**

Effective May 1, 2023, all employees covered by this contract shall receive a 3% increase.

**Section 8.2**

Effective January 1, 2024, all employees covered by this contract shall receive a 2.25% increase.

**Section 8.3**

Effective January 1, 2025, all employees covered by this contract shall receive a 2% increase.

**Section 8.4**

Effective January 1, 2026, all employees covered by this contract shall receive a 2% increase.

**Section 8.5**

All employees will be evaluated during the month of their anniversary date. When an employee is evaluated, it will be based on general work performance, attendance, tardiness and productivity. Evaluation will be completed by the employee's designated supervisors. The employee's supervisor will review the evaluation report with the employee involved. Raises from a passing evaluation shall be effective the beginning of the pay period following the employee's anniversary date.

## **Section 8.6**

The longevity schedule for all employees hired before 12-31-12 shall be as follows with a cap of \$1.30 or your 2012 longevity dollar amount whichever is greater:

<b><u>Years of Service</u></b>	<b><u>Percent of Base Salary</u></b>
4	1.1%
5	1.4%
6	1.6%
7	1.9%
8	2.2%
9	2.4%
10	2.7%
11	3.0%
12	3.2%
13	3.5%
14	3.8%
15	4.0%
16	4.3%
17	4.6%
18	4.8%
19	5.1%
20	5.4%

Employees hired on or after 1-1-13 shall receive longevity based on the following schedule:

<b><u>Completed Years of service</u></b>	<b><u>Hourly Rate</u></b>
4	\$ .19
5	\$ .24
6	\$ .29
7	\$ .34
8	\$ .38
9	\$ .43
10	\$ .48
11	\$ .53
12	\$ .58
13	\$ .63
14	\$ .67
15	\$ .72
16	\$ .77
17	\$ .82
18	\$ .87
19	\$ .91
20	\$ .96

21	\$1.01
22	\$1.06
23	\$1.11
24	\$1.15
25	\$1.20
26	\$1.25
27+	\$1.30

**Longevity Formula:** Employees hired prior to October 15<sup>th</sup> of their first year will receive longevity credit for that entire year. Employees hired October 16<sup>th</sup> or after of their first year will receive longevity credit on January 1<sup>st</sup> of the following year.

## **Section 8.7**

Employees working the “B” or “C” shift will receive an additional 12% of said employees base rate.

Any Laborer or MEO Trainee trained in snow removal operations working either the “B” or “C” shifts shall receive the MEO Step B rate, but not the shift differential.

Any Laborer or MEO Trainee in training working the “B” or “C” shift shall receive their current base rate plus 12% shift differential and any applicable longevity.

## **ARTICLE IX** **HEALTH 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 for employees hired before December 31, 1998.

### **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 paid 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.

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. The employee shall be responsible for the remaining ten percent (10%) of such premium, which shall be paid by payroll deduction. Beginning July 1, 2023, the employee contribution will increase annually by two percent (2%) until it reaches a cap of twenty percent (20%).

If an employee reaches age 65 and continues to work, they will remain on the non-Medicare supplement plan until such time as they choose to retire.

For all employees hired January 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 January 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 - Town's Right to Change Providers**

The Town reserves the right to provide health and/or dental insurance coverage substantially similar 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 those listed above.

Starting on 1-1-14 the Town agrees to pay medical co-pay up to \$200.00 for the following only:

Maternity Hospital  
Inpatient Surgery  
Inpatient Substance Abuse

Inpatient Hospital  
Inpatient Mental Health

#### **Section 9.4 - Open Enrollment**

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

#### **Section 9.5 - Insurance Coverage Changes**

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 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 9.6 - Coverage Deceased Employee's Family**

The Town shall continue to pay the Town's share of the premium health insurance program which had been subscribed to by the employee for the family of a deceased employee for a period of two (2) years, provided that the employee had been employed by the Employer for five (5) continuous years prior to his/her death, and such employee was covered pursuant to a sponsor or family plan.

#### **Section 9.7 - Employee Retiring**

The Town agrees to continue to pay the Town's portion of the premium for the health insurance program which had been subscribed to by the employee, either Single, 2-Person or Family, as applicable, for an employee who retires from the Town after completing twenty (20) years of accumulated service 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 New York State Retirement plan or age 55.

Employees, who retire before May 15, 2023, will receive the retiree health insurance benefit available under the terms of the 1/1/2020 to 12/31/2022 collective bargaining agreement.

Future retirees shall, upon reaching age 65, be covered by Medicare Blue Choice or Preferred Care Gold, or equivalent.

In the event a retired employee moves out of the Rochester area, where coverage by the health care provider is unavailable, the Town agrees to pay the premium cost for the health

care insurance plan or the equivalent of the current cost of the health care plan at the time of retirement, whichever is less. Said payment shall be made to either the health care provider in the retirees' area or to the retiree, upon proper proof of participation in another health insurance plan.

The Town agrees to continue to pay the Town's portion of the premium for the health insurance program, which had been subscribed to by the employee, either Single, 2-Person or Family, as applicable, for an employee who becomes disabled from performing meaningful work within their job title as verified by a Town designated physician, after completing twenty-five (25) years of continuous service with the Town.

### **Section 9.8 - Dental Coverage**

The Town of Webster shall provide employees covered by this agreement the Blue Shield Smile Saver dental program in accordance with the type of coverage (Single or Family) desired by the employee or a dental program equivalent to or better than Blue Cross/Blue Shield Smile Saver 6 or through any provider chosen by the Employer through self-insurance, provided that the benefits enjoyed by the employees, under this agreement, will not be diminished without the express, written consent of the Union.

Any employee hired on or after August 31, 1993 shall pay ten percent (10%) of the cost of the aforementioned dental plan on the basis of the type of coverage (individual or family) desired by the employee. The Employer shall pay ninety percent (90%) of such premium.

### **Section 9.9 - Flexible Spending Account**

The Town agrees to the maximum allowable contribution for the flexible spending. 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 - Health Reimbursement Account/HRA or 105H Plan**

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.

HRA contributions cease upon retirement.

Employees may roll over the HRA balances from year to year, to a maximum of \$5000.00.

## **Section 9.11 - (Opt Out of Health Care Coverage)**

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 \$4000/year which shall be paid to the employee in 26 equal installments, and will be taxable income. The above benefit is not available to employees who receive single person coverage.

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

## **ARTICLE X** **RETIREMENT**

### **Section 10.1**

Section 75-i of the New York State Retirement System shall be in effect for Town employees for the duration of this agreement.

### **Section 10.2**

The 41-j retirement plan was approved; per Town Board resolution dated March 22, 1984. Allowable unused sick leave credit is limited to 165 days and is applied only as additional service credit on a calendar day basis. In the event the legislature passes changes to the sick leave credit from 165 days to 200 days, this change would automatically be implemented under this agreement.

## **ARTICLE XI** **WORKDAY & 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 eight (8) hours per day or forty (40) hours per week during their normal work week or rotating shift, whichever is appropriate.

No employee shall be allowed to accumulate more than forty (40) hours of compensatory time. For all hours above the allowable forty (40) hours of compensatory time, the employee shall be paid at the applicable overtime rate. 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 their immediate supervisor. Compensatory time is to be taken in one-half (1/2) day or full day increments.

## **Section 11.2**

An employee who performs overtime work during a workday shall be entitled to complete their regularly scheduled working hours in addition to such overtime and shall be required to work such regularly scheduled hours unless excused by their department head.

## **Section 11.3**

The eight (8) hour workday, as determined by the Department Head or designee, shall include a paid ten (10) minute coffee break in the morning and in the afternoon, and one-half (1/2) hour for lunch, which will be unpaid.

## **Section 11.4**

The Employer agrees not to make any unwarranted effort to control the personal affairs of the employees nor to attempt to regulate the use employees make of their time outside regular employment; however, the Employer reserves the right to require its employees to refrain from outside employment if such employment interferes with the efficient performance of Town duties.

## **Section 11.5**

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 preceding such holiday.

## **Section 11.6**

Overtime within a department shall be offered on the basis of seniority within the department before it is offered to an employee from another department. It shall be an employee's responsibility to perform reasonable overtime work. Employees may be excused in case of personal emergency. The employer will make every effort to notify employees at least 48 hours in advance of mandatory overtime assignment, except in cases of emergency.

## **Section 11.7**

An employee called-in to service before or after their 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 guaranteed minimum call-in pay. This compensation will only occur once in any one workday. A workday is defined as 12:00 am to 12:00 am. If call-in time is contiguous to the regular workday, the employee will be paid for actual hours worked.

## **Section 11.8**

All hours worked by an employee on their normal day off shall be considered overtime hours, provided such employee shall have worked their regular workdays, or been absent

with pay during a work week aggregating a total of the normal hours of employees basic work week.

Normal workweek shall be forty (40) hours per week.

### **Section 11.9**

Employee eligibility for on-call compensation shall be based on department protocols and seasonal operation expectations. Employees scheduled to be on-call for weekends will receive one (1) hour of regular pay for each eight (8) hours on call or major fraction thereof. For purposes of this section, a weekend shall commence at the end of the Friday shift and shall end at the beginning of the Monday shift. In the event an employee is called-in to duty, Section 11.7 will apply, but in no case will the employee receive on-call and call-in pay for the same hours. Employees who don't come in when scheduled may be subject to progressive disciplinary action and will not receive on-call pay for that day. On-call is not considered time worked for FLSA overtime purposes.

### **Section 11.10**

The Employer shall schedule shifts on the basis of present policy and not necessarily on the basis of seniority.

### **Section 11.11**

Employees who work on the "C & B" shifts who come in outside of their shift will receive the shift differential for the entire time at time and one-half (1-1/2), provided that time worked outside of their regular shift is immediately prior to or after their normal shift.

### **Section 11.12**

Wastewater Treatment Plant employees shall receive no less than four hours straight-time pay for completion of a plant check on weekends or holidays.

## **ARTICLE XII** **HOLIDAYS**

### **Section 12.1**

Legal holidays constitute days off with pay for all employees of the bargaining unit. Legal holidays to be observed by the Town of Webster shall be:

- 1)** New Years Day
- 2)** Memorial Day
- 3)** Juneteenth Day
- 4)** Independence Day
- 5)** Labor Day

- 6)** Columbus Day
- 7)** Veterans Day
- 8)** Thanksgiving Day
- 9)** Day After Thanksgiving Day (Floating Holiday for Sewer)
- 10)** Christmas Day
- 11)** Two (2) Floating Holidays in lieu of Martin Luther King, Jr. Day and President's Day

## **Section 12.2**

When a holiday falls on Saturday or Sunday, the preceding Friday or following Monday will be considered a holiday with pay provided the employee works the scheduled day before and the day after said holiday. Any employee unable to work before or after a holiday may request holiday payment, which may be granted if approved by the Department Head or designee.

Employees who work on the actual holiday will receive a full days pay for the Holiday. In addition, the employee will receive one and one-half (1 1/2) times their rate for any hours worked within their normal working day. Any hours worked outside of the normal working day will be compensated at two and one-half (2 1/2) time their rate.

Employees who work on an observed holiday will receive a full day's pay for the holiday. In addition, the employee will receive one and one-half (1 1/2) times their rate for any hours worked within their normal working day. Any hours worked outside of the normal working day will be compensated at two and one-half (2 1/2) times their rate.

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

## **Section 12.3**

In the Sewer Department, Floating Holidays may be taken at a time mutually agreed upon between the employee and the department head/designee. The employee must give at least forty-eight (48) hours advance notice and the Floating Holiday must be taken within the calendar year.

In the Highway Department, the two Floating Holidays will be designated by a vote of the unit members in the department prior to January 1 of each year.

## **ARTICLE XIII** **SICK LEAVE**

### **Section 13.1**

Each employee will be entitled to sick leave in addition to all other time off, as follows: Each permanent employee shall be allowed to earn sick leave credit at the

rate of eight (8) hours per month in service. Such employee shall only be entitled to receive such sick leave credit of eight (8) hours, if that employee works a minimum of fifteen (15) working days, consisting of scheduled eight (8) hour days in the month, except an employees approved vacation time shall not be considered. Accumulation of sick leave credits is unlimited. Sick leave shall be recorded in hours.

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

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 department head.

Sick leave credits shall be transferred with the employee from one department to another.

**Proof of Illness:** In order to qualify for sick leave, proof of disability must be provided by the employee, satisfactory to the department head. Presentation of physician's certificate may be waived for an absence up to five (5) workdays. Such certificate is mandatory for absences over five (5) workdays and in protracted disability and should be presented to the department head at the end of each month of continued absence, or more frequently if required.

During absence due to sick leave, the employee must exhaust all available leave credits, excluding vacation credits, prior to going on sick leave at no pay.

## **Section 13.2**

### **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 C.S.E.A. White Collar Unit and two members from the Town of Webster C.S.E.A. Blue Collar Unit. These C.S.E.A. 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 C.S.E.A. Both the donor and the recipient must be C.S.E.A. 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 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 = \$ amount 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**

### **Section 14.1**

All full-time employees in the employ of the Town may be granted up to four (4) working days with pay when a death occurs in the employees immediate family, upon satisfactory evidence of such. 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. The immediate family of an employee shall include:

- 1)** Spouse
- 2)** Child
- 3)** Mother
- 4)** Father
- 5)** Mother-in-Law
- 6)** Father-in-Law
- 7)** Grandparent
- 8)** Grandchildren
- 9)** Brother
- 10)** Sister
- 11)** Brother-in-Law
- 12)** Sister-in-Law

Or, other relative who is an actual member of the employee's household.

## **ARTICLE XV** **JOB POSTING AND PROMOTION**

### **Section 15.1**

All job openings, except for entry-level positions will be posted in all work locations in the Highway Department and Sewer Department facilities for at least fifteen (15) workdays prior to filling the vacancy.

All vacancies will be filled by employees within the department where the vacancy occurs first; then, if no employee can be found to fill the vacancy, employees within other departments who are presently employed by the Town of Webster can be canvassed to fill the opening.

The vacant position will be filled on the basis of qualifications and seniority. Qualifications shall be determined by the Town. The Town agrees that it will not act in an arbitrary or capricious manner in the determination of qualifications.

If no qualified employee of the Town of Webster can be found to fill the vacancy, then the vacant position can be filled from the outside.

## **ARTICLE XVI** **PERSONAL LEAVE**

### **Section 16.1**

After one (1) year of continuous service, and yearly thereafter on the calendar year, an employee shall be given twenty-four (24) hours off, with pay, for religious observance,

funerals not included in Article XIV, extreme emergency or for pressing personal obligations which cannot be handled outside normal working hours. Personal leave shall be recorded in hours.

At least forty-eight (48) hours advance notice shall be given for personal leave to the employee's supervisor, except in extreme emergency. Department absentee forms must be approved by department head before above-mentioned days can be taken.

If said personal days are not used, they will be added to the employees accumulated sick leave bank.

## **ARTICLE XVII**

### **VACATION**

#### **Section 17.1**

Employees hired prior to January 1, 2023, shall receive vacation with pay, which shall be recorded in hours as follows:

- 1) Each employee hired prior to July 1 of any calendar year shall receive forty (40) hours 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 eighty (80) hours of vacation.
- 2) Each employee hired July 1 or thereafter of any calendar year shall receive forty (40) hours 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 forty (40) hours of vacation.
- 3) Each employee shall receive eighty (80) hours 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 1<sup>st</sup> following their anniversary date of hire and each January 1<sup>st</sup> thereafter.
- 4) After completion of two (2) years of service and up to three (3) years of service, an employee shall be eligible for eighty (80) hours of vacation.
- 5) After completion of three (3) years of service and up to eight (8) years of service, an employee shall be eligible for one hundred and twenty (120) hours of vacation.
- 6) After completion of eight (8) years of service and up to twelve (12) years of service, an employee shall be eligible for one hundred and sixty (160) hours of vacation.
- 7) After completion of twelve (12) years of service and up to twenty (20) years of service, an employee shall be eligible for two hundred (200) hours of vacation.

8) After completion of twenty (20) years of continuous service with the Town, the employee shall be eligible for eight (8) hours of additional vacation for each year of service up to a maximum of forty hours (40).

Employees hired on or after January 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 5, 6 and 7 of this subsection, but will not be eligible for the accrual rate in paragraph 8 of this subsection.

## **Section 17.2**

Members of the Association are entitled to vacation and no employee shall be required to accept money in lieu of vacation time off. Choice of vacation periods shall be determined by seniority in the department. All are subject to approval by the Department Head or designee.

## **Section 17.3**

When a recognized holiday occurs during a scheduled vacation period, the employee will be allowed to take an additional day of vacation, to be scheduled at a time mutually agreed upon by the individual and the Department Head, for which they will be paid.

## **Section 17.4**

**Effects on Vacation Eligibility:** Absences due to sickness or injury will have no effect on vacation, except that an individual absent during the entire month of December will not be eligible for a vacation the following year until the employee returns to work on a regular basis and has worked four (4) consecutive weeks.

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

An employee who becomes ill or is injured prior to the first day of scheduled vacation may have their vacation postponed if they notify the head of their department prior to the first day of vacation. Exceptional or borderline cases and questions related to this plan will be referred by the head of the department for disposition.

## **Section 17.5**

Employees hired before January 1, 2023, must utilize vacation time within the calendar year in which said vacation becomes available and may not accumulate the time for future years. Up to forty (40) hours of vacation may be carried over to the next year, provided use does not interfere with the operations of the department and use is approved in advance by

the Department Head or designee. During the last year before retirement, an employee may carry over up to three (3) weeks of vacation.

Employees hired on or after January 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 XVIII** **ORDERED MILITARY DUTY**

### **Section 18.1**

Members of the National Guard or the Reserve of the Army, Navy, Marine Corps, Air Force, or Coast Guard will be granted military duty leave of absence up to thirty (30) continuous calendar days with pay in a calendar year for such service.

The Town will pay the differential between military base pay and Town base pay for such period of service.

## **ARTICLE XIX** **JURY DUTY AND COURT ATTENDANCE**

### **Section 19.1**

Employees will be granted time off with pay for jury duty. Leave with pay will also be granted if an employee is subpoenaed to testify as a witness on behalf of the Town. However, any compensation received by the employee, except for parking and mileage fees, will be reimbursed by the Town employee to the Town of Webster.

## **ARTICLE XX** **LEAVE OF ABSENCE WITHOUT PAY**

### **Section 20.1**

During any leave of absence without pay earned credits do not accrue.

**Extended Military Duty:** If an employee is required to render military duty, they shall be granted a military leave of absence pursuant to Section 243 of the Military Law of the State of New York.

Application for reinstatement must be made within ninety (90) days from the day military service is terminated, provided such return to service with the Town of Webster takes place within six (6) months of term of military service. All sick and vacation credits to which an employee was entitled at the beginning of leave will be restored. Adjustments that would regularly be made to an employee's job title will be awarded in accordance with Civil Service Law.

## **Section 20.2**

**Maternity Leave:** An employee who is pregnant may continue working as long as she, and her physician, feels she can adequately perform her work. During the period of disability, the employee will be required to use sick leave credits in the same manner as any other type of disability. In maternity cases the employee will be required to utilize accrued leave credits before being placed on maternity leave without pay. If the employee qualifies for disability benefits, the benefits will start when all leave credits are used. The employee has a right to be reinstated in a position of equivalent pay within one (1) year of maternity leave.

## **Section 20.3**

**Leave for Other Reasons:** A written request for a leave of absence without pay for reasons not cited in the contract must be submitted to the employee's Department Head. Upon recommendation and approval of the Town Supervisor, 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.

## **ARTICLE XXI** **PROBATIONARY EMPLOYEES**

### **Section 21.1**

A full-time employee shall obtain permanent status after the successful completion of a probationary period of fifty-two (52) weeks from employee's date of employment.

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 their probationary period.

## **ARTICLE XXII** **FULL-TIME EMPLOYEE DEFINED**

### **Section 22.1**

A full-time employee is one who is hired as a full-time employee, works on an annual basis and is employed regularly forty (40) hours per week or more.

## **ARTICLE XXIII** **Reserved**

**ARTICLE XXIV**  
**TIME ACCOUNTING CARDS**

**Section 24.1**

Each employee must sign a time accounting card certifying his or her employment over each two (2) week earning period. The Town will make available, to each employee, a payroll savings plan.

**ARTICLE XXV**  
**TENURE**

**Section 25.1**

It is hereby agreed between the parties hereto that all Highway and Sewer Department employees who have been employed by the Town of Webster for a period of one (1) year or longer shall not be suspended without pay, discharged, receive a disciplinary demotion, a letter of reprimand or any other type of written disciplinary action without just and sufficient cause.

Any employee who is subjected to disciplinary action must be served with a notice of such action, which should set forth the reason for such action. This notice is to be presented to such employee at the time the action is taken, and a copy is to be served simultaneously upon the employee's negotiating representative.

Any employee alleging that they have been subjected to disciplinary action without just and sufficient cause shall have full recourse as set forth in the Grievance Procedure (Article XXVII)

**ARTICLE XXVI**  
**SENIORITY AND LAYOFF**

**Section 26.1**

Seniority shall be defined as length of continuous service with the Town of Webster in a title within each department. In the event of layoff, employees shall be laid off in accordance with Civil Service Law. Those not covered by the layoff procedures of Civil Service Law shall be laid off in accordance with their seniority within each department by job title. Employees subject to layoff shall be given at least fourteen (14) calendar days' notice prior to the date of termination. Employees with the greatest seniority within a job title shall be the last to be laid off.

By written notice to the Employer, within five (5) working days after said notice of layoff, a senior laid off employee may exercise their seniority, as above defined, to displace employees with less seniority performing work in job titles previously held by the senior laid

off employee, provided said employee is still qualified to perform such work as determined by the Department Head or designee. Recall shall be in the exact inverse order of layoff.

## **Section 26.2**

Continuous service shall be defined as the last date of hire as a full-time employee within a title after successful completion of the employee's probationary period. Continuous service shall be broken upon the occurrence of the following events:

- 1)** Resignation (except where reinstated within a period permitted by applicable provisions of the Civil Service Law);
- 2)** Retirement;
- 3)** Discharge;
- 4)** Refusal of a recall to employment; and
- 5)** Layoff for a period exceeding twelve (12) months.

## **Section 26.3**

The relative seniority of two (2) or more employees hired or appointed on the same day shall be in the order of their hiring or appointment by the Department Head or designee.

When no documented information is present as to which employee was hired first the following will be done:

- 1)** Determine what employee was hired first as part-time for the department.
- 2)** Determine what employee filled out the employment application first.

## **Section 26.4**

For purposes of shift assignment, overtime, vacation and personal leave, seniority shall be defined as length of service within the department.

Each department will maintain a current seniority list of its unit. This list will be used to determine individual employee preference in vacation, leave credit decisions and job security.

## **Section 26.5**

Overtime shall be distributed on a fair and equitable basis within the limits of practicability.

## **ARTICLE XXVII** **GRIEVANCE PROCEDURE**

### **Section 27.1**

Each employee shall have the right to present their grievance to representatives of the Town of Webster free from interference, coercion, restraint, discrimination or reprisal, and shall have the right to representation at all stages of the grievance procedure.

A grievance shall be defined as any claimed violation of this contract or of applicable laws, rules, procedures, regulations, administrative orders or work rules which relate to employee health, safety, physical facilities or equipment furnished to employees, and employee's rate of compensation, position classification, provided, however, that such term shall not include any matter involving retirement benefits or any matter which is otherwise renewable pursuant to law or any rule or regulation having the force and effect of law or matter which the Town of Webster is without the authority to act.

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

### **Section 27.2**

**Step 1:** A grievance, as defined herein above, between an employee or a group of employees and the Town of Webster shall be initiated in the first instance by the employee(s) involved and/or the employee (s) representative with the Department Head of the department involved. The grievance shall be submitted, in writing, and signed by the aggrieved party or, in the event of a grievance on behalf of a group of employees, by the representative of such group of employees. A grievance, if it is to be considered, shall be presented within ten (10) business days from its known occurrence.

The Department Head will serve a written reply to the aggrieved party, or parties, within ten (10) business days of submission of the grievance.

**Step 2:** In the event the grievance is not disposed of under Step 1, the aggrieved employee (s) may request a review of the grievance with the Town Supervisor. Such request shall be submitted to the Town Supervisor in the same manner provided for in Step 1 of the grievance within ten (10) business days of the conclusion of Step 1.

The Town Supervisor or their designee shall conduct an informal hearing at which all parties involved may present oral or written statements in support of their position.

The Town Supervisor or their authorized designee shall serve a written reply to the aggrieved employee (s) within ten (10) business days from the close of the hearing.

**Step 3:** If a satisfactory solution is not reached, the employee (s) shall have the right to submit the grievance to final and binding arbitration within seven (7) working days following completion of the preceding stage, by written notice to the employer. Following

such notice, the Union shall request a panel of seven (7) arbitrators from the New York State Public Employees Board (NYS PERB) and shall alternatively strike names from the panel until one (1) name remains, the remaining name to be the duly selected arbitrator. The arbitrator shall promptly hear the grievance and render their decision, in writing, within thirty (30) days of the date of the hearing. Both parties to this agreement will share equally the cost of the arbitration. If the arbitration hearing is either postponed or canceled during the penalty period provided by the arbitrator, the party requesting the postponement or cancellation shall be responsible for the arbitrator's fees.

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.

### **Section 27.3**

Either party to the grievance shall have the right to have its representative present at all stages of the grievance procedure.

### **Section 27.4**

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, unless extended in writing by mutual agreement.

### **Section 27.5**

An employee and their representative shall be allowed such time off from their regular duties as may be necessary and reasonable for the processing of a grievance adopted pursuant to this agreement and without loss of pay or vacation or other time credits.

## **ARTICLE XXVIII** **WORKERS COMPENSATION**

### **Section 28.1**

Any employee who is necessarily absent from duty because of occupational injury or disease, as defined by the Worker's Compensation law may, while their disability renders them unable to perform the duties of their position, be granted leave with full pay for a period not to exceed six (6) months (exclusive of accumulated sick leave credits 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 further period not to exceed six (6) months subject to approval of the Town Supervisor. When such employee has been awarded by the Worker's Compensation board compensation for the period of their leave with pay, such compensation award shall be credited to the Town.

**ARTICLE XXIX**  
**OUT-OF-TITLE WORK**

**Section 29.1**

When an employee has completed a training period and is directed to perform the duties of a higher salary grade title not common to their title, for more than five (5) consecutive days, they shall be paid the difference between what the affected employee was earning at the time they performed such work and what they would have earned at the time in the entry level of the higher salary grade title.

Employees directed to perform duties of a lower classification with no change in job title shall not have their rates of pay reduced because of such assignment.

Out-of-title workdays will be granted to employees who have completed a training period for a higher job classification not common to their current classification. The Department Head or designee shall determine the length of training period for each employee.

**ARTICLE XXX**  
**UNIFORMS AND SAFETY EQUIPMENT**

**Section 30.1**

All employees will be furnished with no less than ten (10) sets of work uniforms and two (2) sets of coveralls. The Town will maintain and clean uniforms. Lost uniforms will be the responsibility of the employee and they will be charged for it. Uniforms are not to be worn when not on official Town business.

**Section 30.2**

The Town will furnish five (5) Safety-sensitive t-shirts. Thereafter, these items will be replaced five (5) per year.

**Section 30.3**

All employees will be provided a winter coverall. All employees will be provided a winter jacket. Thereafter, these items will be replaced as needed.

**Section 30.4**

All employees will be furnished with gloves, hard hats, rain boots, rain gear and ear protection when required for job performance. The Town will reimburse the employee up to two hundred dollars (\$200.00) on the purchase of safety shoes per year, except under exceptional circumstances. The Town will pay up to seventy-five dollars (\$75.00) for single vision glasses, one hundred dollars (\$100.00) for bi-focal or tri-focal glasses, and one hundred and thirty dollars (\$130.00) for no line glasses. Employees may purchase glasses

in excess of the listed cost; however, the employee shall be responsible to pay any amount over the above stated costs.

### **Section 30.5**

In addition, electrical maintenance personnel will be furnished with high voltage electrical safety gloves, shoes and shells.

### **Section 30.6**

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** **WORKING CONDITIONS**

### **Section 31.1**

Automotive mechanics and service employees in the Town of Webster who are required to supply their own hand tools shall be paid five hundred dollars (\$500.00) per year for tool replacement allowance. Tool receipts for the five hundred dollars (\$500.00) must be provided to the Town by the employee. The Town will comply with the IRS regulations, which may require this allowance to be taxable.

### **Section 31.2**

The Town will provide comprehensive insurance for the mechanics tools that are located on the Town property for a loss due to a catastrophic event (fire, grand theft, tornado, etc.). The mechanics will provide an updated tool list and cost in the first month of each new year.

### **Section 31.3**

All working conditions shall be maintained according to the New York safety code of industrial workers.

### **Section 31.4**

An employee required to obtain a new or special license in order to operate vehicles or equipment of the Employer shall be granted time off with pay for the purpose of taking any necessary vehicle to take the test and will be reimbursed by the Employer for the cost of such license(s). This provision shall apply only to license that are prerequisites to the employee's job and it is agreed that, after the initial license has been obtained, it is the employee's responsibility to continue and retain the licensing requirements.

The Town shall reimburse an employee for the base cost of renewal of a special license required by the Town to perform the job.

**ARTICLE XXXII**  
**LOCKERS AND SHOWERS**

**Section 32.1**

Each employee shall be assigned a locker for his or her individual use. Shower stalls shall be generally available for all employees.

**ARTICLE XXXIII**  
**MISCELLANEOUS CONDITIONS**

**Section 33.1**

Periodically, at the discretion of the Town of Webster, license checks will be made to protect the Town, as well as the individual. This will be done for Town insurance update purposes also.

**ARTICLE XXXIV**  
**PHYSICAL EXAMINATIONS**

**Section 34.1**

If an employee is required to incur any expense for a physical examination in order to obtain any certificates required by the Town of Webster, the Town will pay said portion of the expense not covered by insurance.

An employee shall be reimbursed to a maximum amount of one hundred dollars (\$100) bi-annually for the cost of a physical. Such reimbursement will only be provided for that portion of the cost of a physical, which is not covered by the individual employee's medical insurance.

**ARTICLE XXXV**  
**PERSONNEL FILES**

**Section 35.1**

An employee shall have the opportunity to review their personnel file in the presence of their Department Head upon five (5) days' notice to their Department Head. The employee shall be given copies of any warnings placed in their 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 their personnel file no later than five (5) days following the employee's receipt of a warning notice.

**ARTICLE XXXVI**  
**FEDERAL AND STATE WORK PROGRAMS**

**Section 36.1**

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; and
- 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 XXXVII**  
**COMPLETE AGREEMENT**

**Section 37.1**

The parties acknowledge that during the negotiations that preceded this agreement, each had unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective negotiations, and that the understanding and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this agreement. Therefore, for the life of this agreement, the Employer and the Union each voluntarily and unqualifiedly, waive the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to or covered in this agreement, or any subject or matter not covered in this agreement.

**Section 37.2**

This agreement shall represent all employees rights, privileges and benefits granted by the Town to its employees, and unless specifically set forth in this agreement, all benefits previously granted are not in effect.

### **Section 37.3**

Current Labor/Management agreements and Settlement agreements shall be included at the end of the contract and will remain in effect for the length of the contact.

### **ARTICLE XXXVIII**

#### **DURATION**

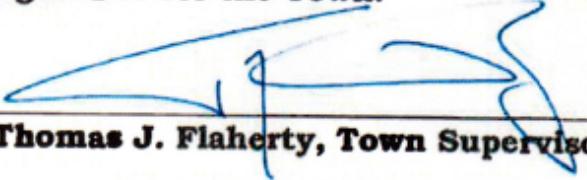
### **Section 38.1**

This agreement shall become effective on the 1<sup>st</sup> day of January 2023 and shall remain in full force and effect until the 31<sup>st</sup> day of December 2026.

### **Section 38.2**

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.

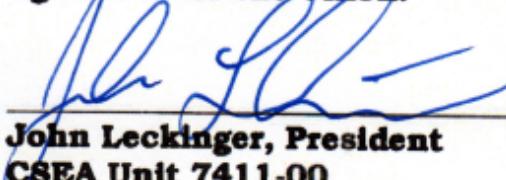
#### **Agreed to for the Town:**



Thomas J. Flaherty, Town Supervisor

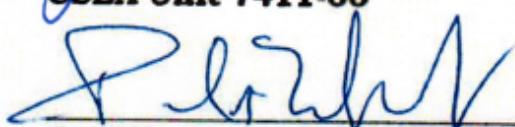
DATED: 7/20/23

#### **Agreed to for the Union:**



John Leckinger, President  
CSEA Unit 7411-00

DATED: 7/31/23



Paul Markwitz, Labor Relations Specialist  
CSEA Local 1000 AFSCME, AFL-CIO

DATED: 7/31/23

**APPENDIX A**  
**HIGHWAY DEPARTMENT NEW CAREER LADDER SALARY SCHEDULE**

<b>12/31/2022</b>						
<b>CLASSIFICATION</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>	<b>Step F*</b>
Foreman Roads	\$38.63	\$39.26	\$40.00	na	na	na
Labor Foreman	\$37.74	\$38.34	na	na	na	na
Working Foreman	\$37.43	\$38.03	na	na	na	na
Sr. MEO	\$31.24	\$31.96	\$32.75	\$33.53	\$34.54	\$35.66
MEO	\$24.15	\$26.62	\$27.86	\$29.41	\$30.52	na
MEO Trainee	\$20.12	\$22.09	na	na	na	na
Laborer	\$18.00	na	na	na	na	na
Sr. Automotive Mechanic	\$33.65	\$34.85	\$36.05	na	na	na
Automotive Mechanic	\$26.62	\$27.86	\$29.41	na	na	na

<b>5/1/2023</b>	<b>3%</b>					
<b>CLASSIFICATION</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>	<b>Step F*</b>
Foreman Roads	\$39.79	\$40.44	\$41.20	na	na	na
Labor Foreman	\$38.87	\$39.49	na	na	na	na
Working Foreman	\$38.55	\$39.17	na	na	na	na
Sr. MEO	\$32.18	\$32.92	\$33.73	\$34.54	\$35.58	\$36.73
MEO	\$24.87	\$27.42	\$28.70	\$30.29	\$31.44	na
MEO Trainee	\$20.72	\$22.75	na	na	na	na
Laborer	\$18.54	na	na	na	na	na
Sr. Automotive Mechanic	\$34.66	\$35.90	\$37.13	na	na	na
Automotive Mechanic	\$27.42	\$28.70	\$30.29	na	na	na

<b>1/1/2024</b>	<b>2.25%</b>					
<b>CLASSIFICATION</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>	<b>Step F*</b>
Foreman Roads	\$40.68	\$41.35	\$42.13	na	na	na
Labor Foreman	\$39.75	\$40.38	na	na	na	na
Working Foreman	\$39.42	\$40.05	na	na	na	na
Sr. MEO	\$32.90	\$33.66	\$34.49	\$35.31	\$36.38	\$37.56
MEO	\$25.43	\$28.04	\$29.34	\$30.97	\$32.14	na
MEO Trainee	\$21.19	\$23.26	na	na	na	na
Laborer	\$18.96	na	na	na	na	na
Sr. Automotive Mechanic	\$35.44	\$36.70	\$37.97	na	na	na
Automotive Mechanic	\$28.04	\$29.34	\$30.97	na	na	na

\* Sr. MEO Step F is grandfathered to only those holding the old MEO I, II or III pay grade as of 12/31/2022.

<b>1/1/2025</b>	<b>2%</b>					
<b>CLASSIFICATION</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>	<b>Step F*</b>
Foreman Roads	\$41.50	\$42.17	\$42.97	na	na	na
Labor Foreman	\$40.54	\$41.19	na	na	na	na
Working Foreman	\$40.21	\$40.85	na	na	na	na
Sr. MEO	\$33.56	\$34.33	\$35.18	\$36.02	\$37.10	\$38.31
MEO	\$25.94	\$28.60	\$29.93	\$31.59	\$32.79	na
MEO Trainee	\$21.61	\$23.73	na	na	na	na
Laborer	\$19.34	na	na	na	na	na
Sr. Automotive Mechanic	\$36.15	\$37.44	\$38.73	na	na	na
Automotive Mechanic	\$28.60	\$29.93	\$31.59	na	na	na

<b>1/1/2026</b>	<b>2%</b>					
<b>CLASSIFICATION</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>	<b>Step F*</b>
Foreman Roads	\$42.33	\$43.02	\$43.83	na	na	na
Labor Foreman	\$41.35	\$42.01	na	na	na	na
Working Foreman	\$41.01	\$41.67	na	na	na	na
Sr. MEO	\$34.23	\$35.02	\$35.88	\$36.74	\$37.85	\$39.07
MEO	\$26.46	\$29.17	\$30.53	\$32.23	\$33.44	na
MEO Trainee	\$22.05	\$24.20	na	na	na	na
Laborer	\$19.72	na	na	na	na	na
Sr. Automotive Mechanic	\$36.87	\$38.19	\$39.50	na	na	na
Automotive Mechanic	\$29.17	\$30.53	\$32.23	na	na	na

\* Sr. MEO Step F is grandfathered to only those holding the old MEO I, II or III pay grade as of 12/31/2022.

**APPENDIX B**  
**SEWER DEPARTMENT NEW CAREER LADDER SALARY SCHEDULE**

<b>12/31/2022</b>				
<b>CLASSIFICATION</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>
Foreman Sewer	\$38.63	\$39.26	\$40.00	na
Labor Foreman	\$37.74	\$38.34	na	na
MM I	\$31.96	\$32.75	\$33.53	\$34.54
MM II	\$27.86	\$29.41	\$30.52	\$31.24
MM III ^	\$20.12	\$22.09	\$24.15	\$26.62
Laborer	\$18.00	\$20.12	\$22.09	na
Sr. Automotive Mechanic	\$33.65	\$34.85	\$36.05	na
Automotive Mechanic	\$26.62	\$27.86	\$29.41	na
WWTPO ^^ **	\$31.96	\$33.53	\$38.52	\$39.20
WWTPO Trainee	\$26.62	\$29.41	na	na

<b>5/1/2023</b>	<b>3%</b>			
<b>CLASSIFICATION</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>
Foreman Sewer	\$39.79	\$40.44	\$41.20	na
Labor Foreman	\$38.87	\$39.49	na	na
MM I	\$32.92	\$33.73	\$34.54	\$35.58
MM II	\$28.70	\$30.29	\$31.44	\$32.18
MM III ^	\$20.72	\$22.75	\$24.87	\$27.42
Laborer	\$18.54	\$20.72	\$22.75	na
Sr. Automotive Mechanic	\$34.66	\$35.90	\$37.13	na
Automotive Mechanic	\$27.42	\$28.70	\$30.29	na
WWTPO ^^ **	\$32.92	\$34.54	\$39.68	\$40.38
WWTPO Trainee	\$27.42	\$30.29	na	na

^ Must have a CDL to progress to MM III Step C or higher

^^ Must have a 4a cert to progress to WWTPO Step C or higher

\*\* Must have a 3a cert to progress to WWTPO Step A or higher

<b>1/1/2024</b>	<b>2.25%</b>			
<b>CLASSIFICATION</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>
Foreman Sewer	\$40.68	\$41.35	\$42.13	na
Labor Foreman	\$39.75	\$40.38	na	na
MM I	\$33.66	\$34.49	\$35.31	\$36.38
MM II	\$29.34	\$30.97	\$32.14	\$32.90
MM III ^	\$21.19	\$23.26	\$25.43	\$28.04
Laborer	\$18.96	\$21.19	\$23.26	na
Sr. Automotive Mechanic	\$35.44	\$36.70	\$37.97	na
Automotive Mechanic	\$28.04	\$29.34	\$30.97	na
WWTPO ^^ **	\$33.66	\$35.31	\$40.57	\$41.28
WWTPO Trainee	\$28.04	\$30.97	na	na

<b>1/1/2025</b>	<b>2%</b>			
<b>CLASSIFICATION</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>
Foreman Sewer	\$41.50	\$42.17	\$42.97	na
Labor Foreman	\$40.54	\$41.19	na	na
MM I	\$34.33	\$35.18	\$36.02	\$37.10
MM II	\$29.93	\$31.59	\$32.79	\$33.56
MM III ^	\$21.61	\$23.73	\$25.94	\$28.60
Laborer	\$19.34	\$21.61	\$23.73	na
Sr. Automotive Mechanic	\$36.15	\$37.44	\$38.73	na
Automotive Mechanic	\$28.60	\$29.93	\$31.59	na
WWTPO ^^ **	\$34.33	\$36.02	\$41.38	\$42.11
WWTPO Trainee	\$28.60	\$31.59	na	na

<b>1/1/2026</b>	<b>2%</b>			
<b>CLASSIFICATION</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>
Foreman Sewer	\$42.33	\$43.02	\$43.83	na
Labor Foreman	\$41.35	\$42.01	na	na
MM I	\$35.02	\$35.88	\$36.74	\$37.85
MM II	\$30.53	\$32.23	\$33.44	\$34.23
MM III ^	\$22.05	\$24.20	\$26.46	\$29.17
Laborer	\$19.72	\$22.05	\$24.20	na
Sr. Automotive Mechanic	\$36.87	\$38.19	\$39.50	na
Automotive Mechanic	\$29.17	\$30.53	\$32.23	na
WWTPO ^^ **	\$35.02	\$36.74	\$42.21	\$42.95
WWTPO Trainee	\$29.17	\$32.23	na	na

^ Must have a CDL to progress to MM III Step C or higher

^^ Must have a 4a cert to progress to WWTPO Step C or higher

\*\* Must have a 3a cert to progress to WWTPO Step A or higher

**APPENDIX C**  
**2022 HIGHWAY DEPARTMENT NEW CAREER LADDER CROSSWALK**

<b>Department Old Title</b>		<b>Old Pay</b>	<b>New Title</b>	<b>New Pay</b>
Highway	NA	NA	Foreman Roads Step C	\$40.00
Highway	Roads Foreman I	\$39.26	Foreman Roads Step B	\$39.26
Highway	Roads Foreman II	\$38.63	Foreman Roads Step A	\$38.63
Highway	Labor Foreman I	\$38.34	Labor Foreman Step B	\$38.34
Highway	Working Foreman I	\$38.03	Working Foreman Step B	\$38.03
Highway	Labor Foreman II	\$37.74	Labor Foreman Step A	\$37.74
Highway	Working Foreman II	\$37.43	Working Foreman Step A	\$37.43
Highway	MEO I	\$35.66	Sr. MEO Step F*	\$35.66
Highway	MEO II	\$34.54	Sr. MEO Step E	\$34.54
Highway	MEO III	\$33.53	Sr. MEO Step D	\$33.53
Highway	MEO IV	\$32.75	Sr. MEO Step C	\$32.75
Highway	MEO V	\$31.96	Sr. MEO Step B	\$31.96
Highway	MEO VI	\$31.24	Sr. MEO Step A	\$31.24
Highway	MEO VII	\$30.52	MEO Step E	\$30.52
Highway	MEO VIII	\$29.41	MEO Step D	\$29.41
Highway	MEO IX	\$27.86	MEO Step C	\$27.86
Highway	MEO X	\$26.62	MEO Step B	\$26.62
Highway	Laborer I	\$24.15	MEO Step A^	\$24.15
Highway	Laborer II	\$22.09	MEO Trainee Step B	\$22.09
Highway	Laborer III	\$20.12	MEO Trainee Step A	\$20.12
Highway	Laborer IV	\$17.19	Laborer Step A	\$17.19
Highway	Vehicle Mechanic I	\$36.05	Sr. Automotive Mechanic Step C	\$36.05
Highway	Vehicle Mechanic II	\$34.85	Sr. Automotive Mechanic Step B	\$34.85
Highway	Vehicle Mechanic III	\$33.65	Sr. Automotive Mechanic Step A	\$33.65
Highway	NA	NA	Automotive Mechanic Step C	\$29.41
Highway	NA	NA	Automotive Mechanic Step B	\$27.86
Highway	NA	NA	Automotive Mechanic Step A	\$26.62

\* Sr. MEO Step F is grandfathered to only those holding the old MEO I, II or III pay grade as of 12/31/2022.

^ Must have a CDL to progress to this step or higher

**APPENDIX D**  
**2022 SEWER DEPARTMENT NEW CAREER LADDER CROSSWALK**

<b>Department Old Title</b>		<b>Old Pay</b>	<b>New Title</b>	<b>New Pay</b>
Sewer	NA	NA	Foreman Sewer Step C	\$40.00
Sewer	Collection System Foreman I	\$39.20	Foreman Sewer Step B	\$39.26
Sewer	Collection System Foreman II	\$38.40	Foreman Sewer Step A	\$38.63
Sewer	NA	NA	Labor Foreman Step B	\$38.34
Sewer	Collection System Foreman III	\$37.43	Labor Foreman Step A	\$37.74
Sewer	MM I*	\$35.66	MM I off step	\$35.66
Sewer	MM II	\$34.54	MM I Step D	\$34.54
Sewer	MM III	\$33.53	MM I Step C	\$33.53
Sewer	MM IV	\$32.75	MM I Step B	\$32.75
Sewer	MM V	\$31.96	MM I Step A	\$31.96
Sewer	MM VI	\$31.24	MM II Step D	\$31.24
Sewer	MM VII	\$30.52	MM II Step C	\$30.52
Sewer	MM VIII	\$29.41	MM II Step B	\$29.41
Sewer	MM IX	\$27.86	MM II Step A	\$27.86
Sewer	MM X	\$26.62	MM III Step D	\$26.62
Sewer	Laborer I	\$24.15	MM III Step C^	\$24.15
Sewer	Laborer II	\$22.09	MM III Step B/Laborer Step C	\$22.09
Sewer	Laborer III	\$20.12	MM III Step A/Laborer Step B	\$20.12
Sewer	Laborer IV	\$17.19	Laborer Step A	\$17.19
Sewer	WWTPO 1	\$39.20	WWTPO Step D	\$39.20
Sewer	WWTPO 2	\$38.52	WWTPO Step C^^	\$38.52
Sewer	WWTPO 3	\$33.53	WWTPO Step B	\$33.53
Sewer	WWTPO 4	\$31.96	WWTPO Step A**	\$31.96
Sewer	WWTPO 5	\$29.41	WWTPO Trainee Step B	\$29.41
Sewer	WWTPO 6 Trainee	\$26.62	WWTPO Trainee Step A	\$26.62
Sewer	Vehicle Mechanic I	\$36.05	Sr. Automotive Mechanic Step C	\$36.05
Sewer	Vehicle Mechanic II	\$34.85	Sr. Automotive Mechanic Step B	\$34.85
Sewer	Vehicle Mechanic III	\$33.65	Sr. Automotive Mechanic Step A	\$33.65
Sewer	NA	NA	Automotive Mechanic Step C	\$29.41
Sewer	NA	NA	Automotive Mechanic Step B	\$27.86
Sewer	NA	NA	Automotive Mechanic Step A	\$26.62

\* Those holding the old MM I pay grade as of 12/31/2022 go off step with COLA.

^ Must have a CDL to progress to MM III Step C or higher

^^ Must have a 4a cert to progress to WWTPO Step C or higher

\*\* Must have a 3a cert to progress to WWTPO Step A or higher

**APPENDIX E**  
**SETTLEMENT AGREEMENT**  
**BETWEEN**  
**TOWN OF WEBSTER**  
**AND**  
**CSEA, LOCAL 1000**

It is hereby agreed between the parties hereto, to resolve PERB Case No. U-22260 as follows:

1. Employees who wish to be excused from scheduled callout must give to the Department a minimum of forty-eight (48) hours advance notice.
2. Failure of an employee to give forty-eight (48) hours advance notice will require the employee to respond to a callout, except under emergency circumstances.
3. An employee who has failed to give the foregoing notice and who chronically does not respond to a telephone or pager call from the Department, will be subject to progressive disciplinary action.
4. This settlement is made without prejudice to the Town and the Town does not, by virtue of this settlement, waive any of its contractual rights.
5. The Union agrees, upon execution of this agreement, to withdraw the instant improper practice charge.

**Joseph Tichacek**  
**CSEA, Local 1000-Unit 7411**

**DATED: 3/7/01**

**Barry Deane**  
**Town of Webster Highway Superintendent**

**DATED: 3/7/01**

**APPENDIX F**  
**VACATION CHART**

Hire thru 2 years	80 hours
3 years thru 7 years	120 hours
8 years thru 11 years	160 hours
12 years thru 20 years	200 hours
21 years	208 hours
22 years	216 hours
23 years	224 hours
24 years	232 hours
25 years	240 hours