

# Agreement

between

Town of Webster

and

**Local 888**



**SEIU**

Stronger Together

Clerk's Unit

CTW - CLC

July 1, 2023 – June 30, 2026



## TABLE OF CONTENTS

ARTICLE 1 - RECOGNITION.....	4
ARTICLE 2 - MANAGEMENT RIGHTS.....	4
ARTICLE 3 - AGENCY SERVICE FEE.....	4
ARTICLE 4 - DUES CHECK OFF.....	4
ARTICLE 5 - HOURS OF WORK.....	5
ARTICLE 6 - WORK WEEK.....	5
ARTICLE 7 - EMPLOYEE PERFORMANCE EVALUATIONS .....	5
ARTICLE 8 - WORK SITE.....	6
ARTICLE 9 - OVERTIME.....	6
ARTICLE 10 - HOLIDAYS.....	6
ARTICLE 11 - HOLIDAY ELIGIBILITY .....	7
ARTICLE 12 - JURY DUTY.....	8
ARTICLE 13 - MATERNITY / PATERNITY .....	8
ARTICLE 14 - BEREAVEMENT LEAVE .....	8
ARTICLE 15 - SICK LEAVE .....	8
ARTICLE 16 - SAFETY .....	9
ARTICLE 17 - LEAVE OF ABSENCE.....	9
ARTICLE 18 - NON-DISCRIMINATION .....	9
ARTICLE 19 - DISCIPLINE AND DISCHARGE.....	10
ARTICLE 20 - GRIEVANCE PROCEDURE .....	10
ARTICLE 21 - STEWARD'S TIME .....	11
ARTICLE 22 - UNION ACTIVITIES.....	11
ARTICLE 23 - SENIORITY .....	11
ARTICLE 24 - RECALL AFTER LAYOFF .....	11
ARTICLE 25 - PERSONAL DAYS.....	12
ARTICLE 26 - JOB BIDDING .....	12
ARTICLE 27 - TRAINING.....	12
ARTICLE 28 - VACATIONS .....	13
ARTICLE 29 PROTECTED RIGHTS .....	13

ARTICLE 30- PART-TIME POSITIONS .....	14
ARTICLE 31 - HIGHER CLASSIFICATION PAY.....	14
ARTICLE 32 - WAGES .....	14
ARTICLE 33 - WAGE SCALE .....	15
ARTICLE 34 - LONGEVITY .....	15
ARTICLE 35 - REDUCTION IN FORCE.....	15
ARTICLE 36 - PROBATIONARY PERIOD .....	17
ARTICLE 37 - HEALTH INSURANCE .....	17
ARTICLE 38 - FAMILY MEDICAL LEAVE ACT .....	18
ARTICLE 39 - OTHER PROVISIONS .....	19
ARTICLE 40 - TERMINATION .....	19
APPENDIX A.....	20



## **ARTICLE 1-- RECOGNITION**

The Town of Webster, hereinafter referred to as the Employer or Town, recognizes Local 888 Service Employees International Union, CTW, CLC hereinafter referred to as the Union, as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and all other conditions of employment for all Clerical union positions.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

Nothing in this Agreement shall limit the Town in the exercise of its function of management and in the direction and supervision of the Town's business. This includes, but is not limited to, the right to: add or eliminate departments; require and assign overtime; increase or decrease the number of jobs; change process; assign work to be performed; schedule shifts and hours of work and lunch or break periods; hire, suspend, demote, discipline, or discharge for just cause; transfer or promote; lay off because of lack of work or other legitimate reasons; establish rules, regulations, job descriptions, policies and procedures; conduct orderly operations; establish new jobs, abolish or change existing jobs; determine where, when, how and by whom work will be done; determine standards of productivity and performance; except where such rights are specifically modified or abridged by the terms of this Agreement.

## **ARTICLE 3 AGENCY SERVICE FEE**

Effective the thirtieth (30<sup>th</sup>) day following the beginning of employment, or the thirtieth (30<sup>th</sup>) day following formal execution of the Agreement, each employee of the bargaining unit who is a member of the Union may voluntarily pay a monthly service fee during the life of this Agreement to the Union for the cost of collective bargaining and contract administration to be determined on an annual basis by the Union. The Employer shall also notify the Union of the name and address of any new employee within ten (10) days of their hiring.

## **ARTICLE 4 — DUES CHECK OFF**

The Employer shall, for the duration of this Agreement, deduct regular periodic Union dues (or agency fee) in an amount stated to the Employer by the Union, from the weekly paycheck of each employee. The amounts to be deducted shall be certified to the Union and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Union by the last day of the current month, after such deductions are made. Deductions shall only be made from the pay of employees who sign authorization cards as required by the Town Treasurer.

## ARTICLE 5 — HOURS OF WORK

Employees will work such hours as stated by the Town with a minimum of 35 hours' work each week for full-time employees. The Employer shall have the right to require employees to use a time clock. Except for the provision relating to time clocks, this Article shall not apply to DPW Clerks Administrative Assistant.

In the event of layoffs, the Union and Management agree to reevaluate the number of hours performed during the work week. Any reduction in hours will be consistent with changes in operating hours for the respective work site.

## ARTICLE 6 — WORK WEEK

Five consecutive workdays (Monday through Friday) will constitute the work week; provided, however, that Saturday is also a workday for Library Employees.

In Town Hall offices, the work week shall consist of 9 hours Monday, 7.5 hours Tuesday, Wednesday and Thursday, and 3.5 hours Friday.

In the Senior Center, the work week shall consist of 8:00-3:30 with a half hour for lunch.

In the DPW Highway Department, the work week shall consist of 8 hours Monday – Friday.

## ARTICLE 7 — EMPLOYEE PERFORMANCE EVALUATIONS

Employee performance assessments are a standard used to measure and record the capabilities of bargaining unit members. By evaluating personnel comparatively, the Administration acquires an accurate and unbiased source of every member's proficiency, and which is used to maintain high standards of performance.

By providing feedback to all employees on their level of performance, members knows that the department recognizes good or outstanding performance, a member can work to improve deficient performance and all employees know that documentation of actual performance will occur.

The purpose of annual performance evaluations is to provide input to individuals for their professional development. To this end performance evaluations will not be used for promotions or pay increases within the union or discipline.

Performance evaluations will be conducted by the individual member's direct supervisor who is not a member of this bargaining unit.



## ARTICLE 8 - WORK SITE

The Union recognizes and agrees that the Town Hall, the Library, the senior center, and the Highway Garage are independent work sites, and that the Employer may close one (i.e., in the event of inclement weather) without having to close the other.

## ARTICLE 9 — OVERTIME

Employees will receive time and one-half ( $1 \frac{1}{2}$ ) their regular rate of pay for all hours worked in excess of forty (40) hours in one week.

An Employee may elect to take compensatory time off in lieu of overtime pay. Compensatory time shall accumulate at one and one-half ( $1 \frac{1}{2}$ ) time the amount of such overtime hours worked, with a maximum accumulation of eighty (80) hours. Compensatory time may be taken only with the prior approval of the department head, which approval shall not be unreasonably denied. All compensatory time shall be accrued on an hourly basis.

If an employee and Department Head both agree in advance, an employee may "flex" time within the same week at a 1:1 straight time ratio—meaning an employee may work additional hours one day in order take that same amount of time off at another time during the week.

If an employee is specifically required by their Department Head or the Town Administrator to work through lunch or beyond 8 hours in any given day or beyond 9 hours on so-called "long day Mondays", they shall be eligible for overtime or compensation time as described above. The Department Head or Town Administrator may close the office rather than requesting an employee work through lunch.

## ARTICLE 10 — HOLIDAYS

Holidays recognized and observed as paid holidays for employees:

New Year's Day  
Martin Luther King  
Day Washington's  
Birthday Good Friday  
Patriots' Day  
Memorial Day  
Independence Day  
Juneteenth

Labor Day  
Columbus Day  
Veterans' Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

Employees shall work a half-day equivalent to four (4) hours before the following holiday and shall be paid for the full day: Christmas, New Year's Day, and Thanksgiving Day.

For day off purposes, when a holiday falls on a Saturday, Friday shall be the day off and when a holiday falls on a Sunday, Monday shall be the day off.

And any other day declared a holiday by federal or state government and required to be observed by Municipal Government.

Employees shall receive one day's pay equivalent to the number of hours he or she is normally scheduled to work on that day (i.e., for Town Hall offices, 9 hours on a Monday, 7.5 hours on a Tuesday, Wednesday and Thursday, and 3.5 hours on a Friday) for each of the holidays listed above on which they perform no work. If an employee works on any of the above-listed holidays, he/she shall be paid the following premium rates: double time, i.e., he/she shall be entitled to their holiday pay plus their regular daily rate of pay for such days as are worked.

An employee, required to work a holiday for emergency purposes shall receive double time per hour, based on his regular daily rate of pay, for the hours worked, or be given the option of taking the time off, at any time within the next thirty (30) days, assuming there is no emergency, or the time may be used to extend the employee's vacation. Only single time will be counted when taking time off or extending employee's vacation.

#### ARTICLE 11 - HOLIDAY ELIGIBILITY

Employees shall be eligible for holiday pay under the following conditions:

1. The employee would have been scheduled to work on such day if it had not been observed as a holiday.
2. If a holiday is observed on an employee's scheduled day off or during his/her vacation, he/she shall be paid for the unworked holiday.
3. Permanent employees who are on an inactive status due to layoff or sick leave that commenced less than thirty (30) workdays prior to the week in which the holiday occurs shall receive pay for such holiday. In addition, no employee shall be deducted any vacation or sick benefits.



## ARTICLE 12 — JURY DUTY

The Town will pay the difference between jury pay and regular salary to any employee serving on a jury, and no travel expenses will be paid. The employees shall provide the Town Administrator's office with a copy of the court attendance slip.

## ARTICLE 13 — MATERNITY / PATERNITY

An unpaid leave for the care of a newborn child or for the care of a newly adopted child may be taken for a period not to exceed four (4) months. The employee requesting the leave must give the employer at least two (2) months' written notice of the intent to take the leave and must provide one (1) month's written notice of the intent to return to work. An employee taking such leave may be permitted to use paid vacation and personal leave, if available. Health care benefits will continue through the leave with the employee responsible for his/her share. It is understood that any leave taken under this Article shall be counted as time used for the purposes of the Family Medical Leave Act.

Any disability due to pregnancy will be subject to the sick leave policies.

## ARTICLE 14 - BEREAVEMENT LEAVE

In case of a death of a spouse, child, mother or father, foster child, step child, step parent, brother or sister an employee shall be granted up to five (5) non-consecutive working days off without loss of pay within forty five (45) days upon approval from the Town Administrator, and shall be granted four (4) days off for a grandmother, grandfather, father-in-law, mother-in-law, grandchild and any member living in the immediate household. In the case of the death of an employee's brother-in-law, sister-in-law, aunt or uncle, an employee will be granted two (2) days leave. For a niece or nephew, an employee will be granted one (1) day leave.

## ARTICLE 15 — SICK LEAVE

Any permanent full-time employee will be allowed sick leave at the rate of one and one-half (1 1/2) days per month cumulative to one hundred fifty (150) days. Employees may use sick leave to care for a member of their immediate household or immediate family (mother, father, sister, brother, child). The employee shall provide documentation (i.e., a physician's or nurse's note) for the third occasion. For Employees hired prior to July 1, 2016, after fifteen (15) years of service, upon an employee's retirement (whether voluntary or involuntary), layoff, voluntary termination or death, the employee or his/her estate, as the case may be, shall receive payment for not more one hundred twenty (120) unused sick days at his/her regular hourly rate of pay. Unused sick time shall be paid to the employee upon termination. Payment for employees hired on or after July 1, 2016 shall be upon retirement or death only. Employees hired on or after July 1, 2023, payment of sick leave upon retirement or death to be paid after twenty (20) years of service.

In the event of hospitalization of immediate family/household member, where the family/household member is on the danger list or in critical condition, the employee shall be allowed to use sick leave, with Town Administrator approval, to be in attendance of family/household member.

Any permanent and/or full-time employee who uses more than three (3) consecutive sick days and/or more than seven (7) cumulative sick days on a fiscal year basis must, at the Town's request and the employee's expense, supply a doctor's certificate verifying illness for the period of time for which sick leave is sought. When a certificate is requested by the Town and until such certificate is submitted, sick leave will not be applied to the absence.

Any permanent employee who has reached 120 days accumulated unused sick leave shall be eligible to receive payment in accordance with the schedule below. Days paid shall be deducted from the employee's yearly accumulation.

5 days or less sick days used per contract year — payment for 5 working days

6 days or less sick days used per contract year — payment for 4 working days

Payments shall be made by July 31 of each contract year, following the year the days are earned, but at the rate the sick days were earned. All sick leave shall be accrued on an hourly basis.

#### ARTICLE 16 — SAFETY

The Employer and the Union mutually agree to meet upon request of either party through delegated representatives to discuss safety conditions on the job.

#### ARTICLE 17 — LEAVE OF ABSENCE

Eligibility requirements - Employees shall be eligible for a leave of absence after one year's service with the Employer. A written request for a short leave of absence (a leave not exceeding a month) shall be answered within five (5) days by the Employer. A written request for a leave exceeding one (1) month, but not exceeding three (3) months, shall be answered within ten (10) days. No employee shall be allowed a leave of absence for the purpose of taking other employment. A leave of absence denial is subject to the grievance procedure.

In addition to accruing seniority while on any leave of absence, granted under Article 24 of this Agreement, employees shall be returned to the position they had at the time the leave of absence was granted.

#### ARTICLE 18 - NON-DISCRIMINATION

The personnel policies and practices of the Town of Webster will ensure that no person will be employed, retained, paid, dismissed, suspended, demoted, transferred, or retired because of race, color, national origin,



religious belief, residence, physical disability, political activities, professional association activity, age, marital status, family relationship, sex or sexual orientation.

#### ARTICLE 19— DISCIPLINE AND DISCHARGE

Disciplinary actions or measures shall include only the following:

1. Oral Reprimand
2. Written reprimand
3. Suspension (can be immediate for one (1) day without pay)
4. Discharge (in writing)

Disciplinary action may be imposed on any employee only for failing to fulfill his/her responsibilities as an employee. Any disciplinary action imposed on an employee may be processed as a grievance through the regular grievance procedure.

The Employer shall not discharge any employee without just cause. The Union shall have the right to take up the suspension and/or discharge as a grievance at the third step of the grievance procedure. The matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary by either party. Any employee found to be unjustly suspended or discharged, shall be reinstated with full compensation for lost time and receive full restoration of all other rights and conditions of employment, if found to have been unjustly suspended or discharged by an arbitrator.

Conviction or plea bargain of a felony may be considered just cause for discharge with or without prior disciplinary action.

Depending upon the severity of the action/inaction that requires disciplinary measures, the Town Administrator may suspend for more than one (1) day without pay. Additionally, the disciplinary action being imposed may include all steps as enumerated in this Article.

#### ARTICLE 20— GRIEVANCE PROCEDURE

The Union Steward, with or without the employee, shall take up the grievance with the employee's immediate supervisor within five (5) working days of his/her knowledge of the occurrence. The supervisor shall attempt to resolve the matter and shall respond to the Union Steward within five (5) working days.

If the grievance has not been settled, it shall be forwarded in writing by the Union Steward or Union Representative to the Department Head in writing within five (5) working days after the previous supervisor's response is due. The Department Head shall respond in writing to the steward, within five (5) working days.



If the grievance remains unsettled, it shall be presented to the Town Administrator within seven (7) working days of the Department Head's due date of response. The Town Administrator will answer the grievance within ten (10) working days following reception of the grievance.

If the grievance remains unsettled, the Union and/or the Town of Webster can request arbitration through the State Board of Conciliation and Arbitration. The arbitrator will be chosen from a list requested by either party from the State Board of Conciliation and Arbitration. The decision of the designated arbitrator shall be binding and final for both parties.

#### ARTICLE 21 — STEWARD'S TIME

The Steward shall be allowed a reasonable amount of time to conduct Union affairs, introduce new employees to the Union, investigate and process grievances, during working hours, without loss of pay. This time shall not exceed thirty (30) minutes per day, or two and one-half (2 1/2) hours per week. In case of a major dispute, the Steward's time may be extended another two hours per week.

#### ARTICLE 22 — UNION ACTIVITIES

The Union shall be granted reasonable access for the purposes of posting notices, attending negotiation meetings, transmitting communications, filing grievances and administering the contract. Union stewards and officers will be granted up to two (2) days per year, without loss of pay. In case of a major dispute, the Steward's time may be extended another two hours per week.

#### ARTICLE 23 - SENIORITY

Seniority shall be the most determining factor in regard to layoff, vacation assignment and shift assignment.

Employees who were originally hired by the Town in non-bargaining unit job classifications and subsequently had their job classification accreted into the original Clerical bargaining unit, such as library employees, will use their date of hire with the Town for purposes of determining length of vacation. The date of accretion into the bargaining unit will be the seniority date for determining layoff, vacation assignment, shift assignment and job bidding. The earlier date of hire will determine seniority for those employees who were accreted into the bargaining unit on the same date.

#### ARTICLE 24— RECALL AFTER LAYOFF

Employees who are laid-off will be placed on a recall list for a period of fifteen (15) months from the effective date of the respective layoff. Employees on the recall list shall be recalled to the positions from which they were laid-off in the inverse order of layoff.

An employee who is eligible for recall shall be given three (3) weeks' notice of recall, and notice of recall shall be sent to the employee by certified mail with a copy, by certified mail, to the Union's office. The employee must notify the Department Head of his or her intention to return, within fourteen (14) days after the Town's mailing of notice and recall. The Town shall be deemed to have fulfilled its obligation by mailing the recall notice by certified mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the Department Head with his or her latest mailing address. If the employee refuses the offer of recall or fails to respond to the Town within fourteen (14) days of the Town's mailing notice, the town shall have no further obligations to such employee under this Article.

A recalled employee must be qualified for the position he or she is being recalled to perform. The Town may require a physical exam (including drug and alcohol testing) for a recalled employee.

#### ARTICLE 25 - PERSONAL DAYS

All employees covered by this Agreement shall be entitled to twenty-eight (28) personal hours that work a 35 hour work week; and thirty-two (32) personal hours that work a 40 hour work week. Personal days can be used any time during the year. Requests will be made by an employee to his Department Head and answered within twenty-four (24) hours. Personal leave shall not be unreasonably denied. All personal leave shall be accrued on an hourly basis.

#### ARTICLE 26 - JOB BIDDING

In those instances where the Employer decides to fill an existing vacancy or create a new job classification, the Employer agrees to post promotional or job vacancy notices on a bulletin board in a conspicuous place for at least five (5) working days and to email a copy of the posting to the Union Steward. This union posting can be waived by the Union Steward if there is written confirmation that there is no interest from any of the current members.

If no permanent member of Local 888 seeks the job, it shall be advertised to the general public. Any dispute concerning job vacancies shall be subject to the grievance procedure and shall begin at Step 3. In filling a job vacancy or new job creation, the Town agrees to fill the position with the most senior, qualified permanent employee in the clerical unit, who is a member of Local 888, employed in that particular office of Town government in which the opening exists. If no person in that particular office seeks the job, the job vacancy or newly created position shall be filled by the most senior qualified permanent employee in the clerical unit who is a member of Local 888.

#### ARTICLE 27 – TRAINING

In instances where it is mutually agreed (a) that an employee can be trained to fill a job vacancy, either current or expected, or (b) that educational courses or seminars will strengthen an



employee's skills for his or her job, the cost of such agreed-upon training, courses or seminars shall be paid fully by the Employer.

The Employer retains the discretion and authority to determine whether or not an employee may attend such training, courses or seminars. An Employee's voluntary attendance at training programs, courses, or seminars outside of his or her regular working hours, shall not be considered to the "hours worked" for salary, overtime or any other purpose.

The Town and the Union mutually agree to create a Training Committee comprised of Union and non-Union members to review training procedures and make recommendations as how to enhance employee training and cross-training of positions.

#### ARTICLE 28— VACATIONS

An employee who has completed six (6) months of service shall be granted two (2) weeks' vacation with pay. Computation for vacation eligibility will be based on the anniversary date of hire for all employees in the bargaining unit.

An employee who has completed two (2) years of service shall be granted three (3) weeks' vacation with pay.

An employee who has completed ten (10) years of service shall be granted four (4) weeks' vacation with pay.

An employee who has completed fifteen (15) years of service shall be granted five (5) weeks' vacation with pay.

Employees may carry over up to one (1) week of vacation from one fiscal year to the next with the approval of the Department Head and the Town Administrator. Vacation carryovers must be used by September 30<sup>th</sup> of the following fiscal year or be forfeited.

Alternatively, employees may elect to convert up to one (1) week of unused vacation at the end of the fiscal year to a cash payment with the approval of the Department Head and the Town Administrator. Payments shall be made by July 31<sup>st</sup> of each contract year, following the year the vacation time was earned at the rate at which the vacation time was earned.

#### ARTICLE 29 — PROTECTED RIGHTS

This contract in no way will abridge the existing rights and benefits that are currently enjoyed by the employees.



## ARTICLE 30- PART-TIME POSITIONS

Permanent employees working part-time, at least a minimum of twenty (20) hours per week, will receive all contractual benefits, on a pro-rated basis.

## ARTICLE 31 — HIGHER CLASSIFICATION PAY

Whenever an employee is assigned in writing by the Department Head the work of higher pay classification, that employee shall receive the pay rate of the higher classification as long as he/she performs the work. An employee will not be required to perform higher classification work if the higher classification work is not assigned in writing by the Department Head.

In cases where an employee is assigned in writing higher classification work because she/he is filling in for someone who is to be absent from work fourteen (14) or more days, the employee shall receive the higher classification pay from the first day of the employee's performance of higher classification work.

In cases where an employee is assigned in writing higher classification work because she/he is filling in for someone who is to be absent for less than fourteen (14) days, the employee shall not receive the higher classification pay. If for any reason, the absent employee does not return on the fourteenth (14<sup>th</sup>) day, the employee assigned to perform the higher classification work will receive the higher classification rate of pay on the fourteenth (14<sup>th</sup>) day of the employee's absence.

Payment for higher classification work shall be at the step in the higher classification that is at least two dollars (\$2.00) per hour greater than the employee's regular hourly rate for the hours worked at the higher classification. Sick, vacation and personal time are not subject to the \$2.00 increase.

## ARTICLE 32— WAGES

Effective July 1, 2023, all bargaining unit employees shall receive a 2 % increase across the board.

Effective July 1, 2024, all bargaining unit employees shall receive a 2% increase across the board.

Effective July 1, 2025, all bargaining unit employees shall receive a 2% increase across the board.

The Town acknowledges that the Assistant Town Accountant, the Assistant Town Treasurer, the Assistant Town Collector, the Assistant Town Clerk and the Assistant Assessor as well as any other eligible member, have the ability to earn certifications issued by their respective associations (CGA, MCMT, MCMC, CMMC, MCPPO and MAA) and, as recognition of such designation, the Town agrees that these individuals shall be entitled to receive an annual stipend in the amount of

\$2,000 in addition to their regular annual compensation, payable the first pay date of December of each fiscal year.

#### ARTICLE 33 WAGE SCALE

A wage scale is attached to this contract as Exhibit A. Effective July 1, 2019 the position of "Assistant" will have a separate wage schedule for any member hired after July 1, 2019.

Effective July 1, 2023, when promoted, employees will be placed on the Step at least \$2.00 higher than current step.

#### ARTICLE 34 - LONGEVITY

The following longevity schedule shall be followed for employees:

- a. \$ 700.00 incentive after 5 years of service.
- b. \$ 1,500.00 incentive after 10 years of service.
- c. \$2,000.00 incentive after 15 years of service.
- d. \$2,500.00 incentive after 20 years of service.
- e. \$3,000.00 incentive after 25 years of service.
- f. \$3,500.00 incentive after 35 years of service.

Longevity shall be pro-rated for all part-time members of Clerical Union Local 888.

Please note: The following language shall be used to clarify the longevity payment process:

Continuous service: continued, uninterrupted service including approved leaves of absence of three (3) months or less.

Payments shall be made the first week of December of the next fiscal year after completion of the specified years of service.

#### ARTICLE 35 — REDUCTION IN FORCE

The Town and the Union agree that in the event of the layoff of bargaining unit employees, the following reduction in force provision shall apply.

Definitions. For purposes of this Agreement, the following definitions shall apply:

*Layoffs:* Shall mean a reduction in the number of employees in the bargaining unit as a result of a lack of work or money, or abolition of position(s), and shall not apply to reductions in force brought about by termination for disciplinary reasons, by death or retirement, by attrition, or by any other cause.



*Seniority:* Shall mean the length of continuous, permanent service from the first date of employment with the Town. Authorized military leave or authorized leaves of absence will not constitute a break in service. In the event that the length of service of two employees is equal, seniority will be determined between those employees by lottery.

*Job Units:* Shall mean those two distinct job units within which bargaining unit employees are assigned (i.e., Town Hall and Library).

*Implementation:* Seniority shall be the most determining factor in regard to layoff. An employee who is notified of his/her layoff will have the opportunity to bump an employee with less seniority in a lower or equivalent wage classification within his/her job unit if, after having been interviewed by the Department Head, the employee can reasonably be expected to perform the work in the new position efficiently and effectively within a reasonable period of time. If, within a trial period not to exceed two months, the Town makes a good faith determination that the employee cannot reasonably be expected to efficiently and effectively perform the duties of the position within such two month period, the employee shall thereupon be laid off; the Town's good faith determinations as to the employee's qualifications and ability shall not be subject to the grievance procedure of the collective bargaining agreement. The Town will make a good faith effort to provide reasonable on-the-job training and supervision to the employee during this period of time. Within three (3) working days of receipt of notice of layoff, the employee must notify the Town in writing that he/she intends to exercise his/her opportunity to bump. An employee shall have only one opportunity to bump. Anything to the contrary notwithstanding, an employee shall not have the right to bump into a position having a higher wage classification (e.g., a Clerk cannot bump a Senior Clerk), or into a position in a different job unit (e.g., a Town Hall employee cannot bump a Library employee).

**No Bumping.** No employee shall bump into the positions of Assistant Town Accountant or Assistant Town Treasurer, regardless of seniority or classification.

**Recall to Duty.** Employees who are laid off will be placed on a recall list for a period of fifteen (15) months from the effective date of the respective layoffs. Employees on the recall list shall be recalled to the positions from which they were laid off in the inverse order of layoff.

An employee who is eligible for recall shall be given three (3) weeks' notice of recall, and notice of recall shall be sent to the employee by certified mail, with a copy by certified mail, to the Union's office. The location and address of the Union's office shall be given in writing to the Town Administrator and Town Attorney. The employee must notify the Department Head of his or her intention to return within fourteen (14) days after the Town's mailing of notice of recall. The Town shall be deemed to have fulfilled its obligation by mailing the recall notice by certified mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the Department Head with his latest mailing address. If the employee refuses the offer of recall or fails to respond to the town within fourteen (14) days of the Town's mailing of notice, the Town shall have no further obligation to such employee under this section.



Health Insurance. During the layoff period, employees will be allowed to continue their health insurance coverage, at their expense, for a period of time as required by the Comprehensive Omnibus Budget Reconciliation Action (COBRA). Notice of an employee's rights under COBRA will be provided to the employee with his/her layoff notice.

**Notice.** The Town will provide the Union with a list of employees, including seniority and present wage classification and job unit. No employee will be laid off unless he/she receives a notice, in writing, at least seven (7) calendar days in advance of the layoff date. The Union shall be sent a copy of the layoff notice. The Town is required to provide only the initial layoff notice; such layoff notice, shall also serve notice to all other employees who may be laid off as a result of the exercise of bumping opportunities under this Agreement. The Union shall notify all employees who may be potentially laid off as a result of the exercise of bumping opportunities by other employees. The Union will use its best efforts to meet with all employees potentially impacted by an initial layoff notice in order to determine, as soon as possible, how bumping opportunities will be exercised and implemented and will discuss such implementation with the Town without delay.

Benefits. Employees shall be paid, subject to appropriation, for all vacation and sick leave accrued at the time of layoff in accordance with the Collective Bargaining Agreement.

#### ARTICLE 36 - PROBATIONARY PERIOD

All new employees shall serve a probationary period of six (6) months from their date of hire. While on probation, sick and vacation time will accrue but the employee will not be entitled to use the time until the successful completion of the probationary period. An employee who voluntarily resigns or is dismissed prior to the completion of the probationary period will forfeit any accumulated benefits including but not limited to sick time, vacation time and personal time. Once the probationary period has been successfully completed, the employee shall be considered a permanent employee and shall receive a step increase for his/her particular classification.

Any permanent employee who is entitled to a step increase within the fiscal year shall be paid such increase on July 1 of each year of the contract instead of his/her anniversary date regardless of the employee's date of hire.

#### ARTICLE 37 — HEALTH INSURANCE

Employees who are enrolled in a town medical insurance plan shall contribute 25% of the premium cost.

## **DENTAL I OPTICAL PLANS**

As of the ratification of the contract, or as immediately feasible thereafter, the Town agrees to offer employees' dental and optical coverage at the sole cost of the employee and providing a carrier will provide said option(s).

## **PREMIUM CONVERSION PLAN**

In order to shelter the employees' contribution to medical insurance or an HMO plan from income tax, the Town agrees to the extent permitted by law to implement a section 125 Cafeteria plan for health insurance for employees.

### **Waiver of Coverage**

Notwithstanding the above, employees may voluntarily elect to waive, in writing, all medical insurance coverage as outlined above, and in lieu thereof, shall receive an annual payment in cash of \$2,000.00. Payment to those employees waiving or reducing coverage shall be made in equal payments in February and June. The February payment will cover from July 1<sup>st</sup> to December 31<sup>st</sup> of that current fiscal year; the June payment will cover from January 1<sup>st</sup> to June 30<sup>th</sup> of that fiscal year. Proof of change in insurance status or proof of alternative insurance coverage may be required by the Town. Any payments under this Article shall not be regarded as compensation for wages, overtime or pension calculation purposes.

Where a change in an employee's status prompts the employee to resume Town-provided insurance coverage, the written waiver shall, upon written notice to the Town, be revoked. Upon receipt of revocation of the waiver, insurance coverage shall be reinstated as soon as possible, subject, however, to any regulations or restrictions including waiting periods, which may then be prescribed by the appropriate insurance carriers. Depending upon the effective date of such reinstated coverage, appropriate financial adjustments shall be made between the employee and the Town to ensure that the employee has been compensated but not overcompensated, for any waiver elected in this section.

This section shall not apply if both spouses work for the Town of Webster.

## **ARTICLE 38 — FAMILY MEDICAL LEAVE ACT**

The Town agrees to abide by the provisions of the Family and Medical Leave Act of 1993; however, any claim under the provision of the Act is not subject to the grievance procedure.

### ARTICLE 39 — OTHER PROVISION

The Town may implement bi-weekly payroll at its convenience. All members must use automatic direct deposit for payroll checks.

Unless specifically addressed in this Collective Bargaining Agreement or valid past practice to the contrary, all provisions of the Town's Personnel Policies as constituted on July 1, 2019 will be in full force and effect for members of Local 888.

### ARTICLE 40- TERMINATION

This Agreement shall be for the three-year period from July 1, 2023 to June 30, 2026 and terms contained herein shall become effective on July 1, 2023 unless otherwise specified. Should a successor Agreement not be executed by June 30, 2026, this Agreement shall remain in full force and effect until a successor Agreement is executed or an impasse in negotiations is reached. At the written request of either party, negotiations for a subsequent Agreement will be commenced on or after January 1, 2026.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

For:

The Town of Webster

Thomas T. Klebit

Brian M. Koutas

Amalage A.  
McCoy

The Union: SEIU Local 888

Lisa Dumont

Ruby Rutowski

\_\_\_\_\_  
\_\_\_\_\_



## SEIU Clerk's Unit

	JULY 1, 2022 TO JUNE 30, 2023	FY23 STEP 1	FY23 STEP 2	FY23 STEP 3	FY23 STEP 4	FY23 STEP 5	FY23 STEP 6	FY23 STEP 7	FY23 STEP 8
Clerk		\$19,9481	\$20,3471	\$20,7540	\$21,1891	\$21,6134	\$22,0485	\$22,4894	\$22,9392
Senior Clerk		\$22,0601	\$22,5012	\$22,9513	\$23,4081	\$23,8976	\$24,3871	\$24,8657	\$25,3878
Principal Clerk		\$24,0360	\$24,5168	\$25,0071	\$25,5183	\$26,0296	\$26,5626	\$27,1064	\$27,6720
Assistant (Hired after 7/1/19)		\$25,2379	\$25,7426	\$26,2574	\$26,7942	\$27,3310	\$27,8907	\$28,4618	\$29,0557
Assistant (Hired 7/1/19 or prior)		\$26,4407	\$26,9695	\$27,5090	\$28,0637	\$28,6401	\$29,2384	\$29,8366	\$30,4349

## SEIU Clerk's Unit

JULY 1, 2023 TO JUNE 30, 2024	Step	FY24 STEP 1	FY24 STEP 2	FY24 STEP 3	FY24 STEP 4	FY24 STEP 5	FY24 STEP 6	FY24 STEP 7	FY24
2.00%	Eliminated								
Clerk	\$20.35	\$20.75	\$21.17	\$21.61	\$22.05	\$22.49	\$22.94	\$23.40	\$23.87
Senior Clerk	\$22.50	\$22.95	\$23.41	\$23.88	\$24.38	\$24.87	\$25.36	\$25.90	\$26.42
Principal Clerk	\$24.52	\$25.01	\$25.51	\$26.03	\$26.55	\$27.09	\$27.65	\$28.23	\$28.79
Assistant (Hired after 7/1/19)	\$25.74	\$26.26	\$26.78	\$27.33	\$27.88	\$28.45	\$29.03	\$29.64	\$30.23
Assistant (Hired 7/1/19 or prior)	\$26.97	\$27.51	\$28.06	\$28.62	\$29.21	\$29.82	\$30.43	\$31.04	\$31.66

## SEIU Clerk's Unit

<b>JULY 1, 2024 TO JUNE 30, 2025</b>								
	FY25 STEP 1	FY25 STEP 2	FY25 STEP 3	FY25 STEP 4	FY25 STEP 5	FY25 STEP 6	FY25 STEP 7	FY25
Clerk	\$21.17	\$21.59	\$22.04	\$22.49	\$22.94	\$23.40	\$23.87	\$24.35
Senior Clerk	\$23.41	\$23.88	\$24.36	\$24.87	\$25.37	\$25.87	\$26.42	\$26.95
Principal Clerk	\$25.51	\$26.02	\$26.55	\$27.08	\$27.63	\$28.20	\$28.79	\$29.37
Assistant (Hired after 7/1/19)	\$26.79	\$27.32	\$27.88	\$28.44	\$29.02	\$29.61	\$30.23	\$30.83
Assistant (Hired 7/1/19 or prior)	\$28.06	\$28.62	\$29.19	\$29.79	\$30.42	\$31.04	\$31.66	\$32.29

## SEIU Clerk's Unit

JULY 1, 2025 TO JUNE 30, 2026		FY26	FY26	FY26	FY26	FY26	FY26	FY26	FY26
2.00%		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Clerk		\$21.59	\$22.02	\$22.48	\$22.94	\$23.40	\$23.87	\$24.35	\$24.84
Senior Clerk		\$23.88	\$24.36	\$24.85	\$25.37	\$25.88	\$26.39	\$26.95	\$27.49
Principal Clerk		\$26.02	\$26.54	\$27.08	\$27.62	\$28.18	\$28.76	\$29.37	\$29.96
Assistant (Hired after 7/1/19)		\$27.33	\$27.87	\$28.44	\$29.01	\$29.60	\$30.20	\$30.83	\$31.45
Assistant (Hired 7/1/19 or prior)		\$28.62	\$29.19	\$29.77	\$30.39	\$31.03	\$31.66	\$32.29	\$32.94







