AGREEMENT

by and between the

VILLAGE OF WEBSTER

and

CSEA, Local 1000 AFSCME,

AFL-CIO

Village of Webster Unit #7417

Monroe County Local 828

June 1, 2016 - May 31, 2020

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PREAMBLE

The Village of Webster ("Village") and Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO ("Union") have entered this agreement to establish wages, hours and other terms and conditions of employment for the employees covered by this agreement.

ARTICLE I

RECOGNITION

The Village recognizes the Union as the exclusive negotiating agent for full-time employees (that is, employees who regularly work at least 40 hours per week) employed in the Village's Public Works and Wastewater Departments with the following functional titles: Working Foreman, Senior Motor Equipment Operator, Motor Equipment Operator, Chief Waste Water Plant Operator, Grade 2 Operator, Grade 3 Operator, Waste Water Treatment Plant Operator, and any other pertinent titles as assigned by Monroe County Civil Service. The Village does not recognize the Union as the agent, negotiating or otherwise, of supervisors, managerial and confidential employees and all other Village employees.

ARTICLE II

STATUTORY NOTICE

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE III

MANAGEMENT OF RIGHTS

Section 1

The Board and Mayor retain the sole right to manage the Village's operations and services and to direct its work force, including, by way of example and not by way of limitation, the sole right:

A. To determine the services which the Village will provide, the activities in which the Village will engage, the number and location of its buildings and facilities, the methods and procedures of providing services to the Village's constituents, and the size and composition of the Village staff;

B. To establish new positions or change the content of existing positions;

C. To sell, use, lease, discontinue, or dispose of any part of its building, equipment, services or materials;

D. To maintain order and efficiency in Village operations which includes, by way of example and not by way of limitation, the right to regulate personnel practices, the right to establish work rules and procedures for evaluating the performance of its employees, and the right to suspend, discipline and discharge employees;

E. To hire, layoff, assign, transfer and promote employees including the right to determine qualification of employees or prospective employees;

F. To determine and adjust the starting and quitting times, the number of hours to be worked and the term of employment for employees covered by this agreement;

G. To interview and speak with its employees about all matters relating to or affecting the Village's business, duties, services and mission (including disciplinary matters and matters that might result in discipline); and

H. To establish or change production standards or other terms and conditions of employment, subject only to such regulations governing the exercise of these rights as are expressly provided in this agreement or provided by law.

Section 2

Any of the rights, powers and authority that the Board and the Mayor had prior to entering this agreement are retained by them except as expressly and specifically abridged, delegated, granted or modified by this agreement.

Section 3

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

ARTICLE IV

UNION BUSINESS AND RIGHTS

Section 1 — Bulletin Board

The Village shall designate bulletin boards in its Sewer and Highway Departments on which the Union shall be permitted to post notices concerning Union meetings and Union elections, names of Union officials and representatives, notices about Union social, recreational and educational meetings or events and other notices which are authorized for posting by the Village. The Union

shall designate a representative, who shall be an employee of the Village, to assume responsibility for notices posted on the bulletin board. No notice or communication of any kind may be posted on the bulletin board by any person other than this designated Union representative. Except to the extent authorized by this provision, the Union shall not distribute or post any written materials or other physical items on the premises of the Village.

Section 2 — Access

A duly authorized representative of the Union, designated in writing, after reporting to the Village office, shall be admitted to the premises for the purpose of assisting in the adjustment of grievances or for investigating complaints that the contract is being breached. Upon arrival, the Union representative shall state the purpose of his or her visit. Except in an emergency, at least one (1) day advance notice must be given to the Superintendent of Public Works or his or her designated representative. Where an emergency exists, the Union shall provide notice to the Superintendent of Public Works or his or her designated representative as soon as possible prior to the visit. The Village shall not be obligated to permit access to its facilities or properties by the Union representative unless the Union previously has notified the Superintendent of Public Works or his or her designated representative prior to the visit. If it reasonably appears that inspection of the Village's premises, facilities or work sites is required to ascertain whether the contract is being breeched, then the Village shall permit inspection of the areas in question by a Union representative, provided that a Village representative shall accompany the Union representative during the inspection and further provided that such inspection shall not interfere with, hamper or obstruct normal operations.

Section 3

The Union will be granted use of a designated meeting room during non-working hours for general membership meetings, provided the Union gives the Superintendent of Public Works at least three (3) calendar days advance notice of the meeting and use of the meeting room is approved in advance by the Superintendent of Public Works. In no event, however, shall the Village be obligated to provide the Union with use of the designated meeting room more than twice per month.

Section 4 — Working Time

The Union and its members recognize that working time is for conducting and pursuing Village business only. The Union and its members, representatives or agents shall not solicit membership, carry on Union activities, or pursue Union business during the time that they or any employees contacted are earning wages from the Village, unless expressly agreed to in writing by the Superintendent of Public Works. Union representatives shall be released from their regular duties, without pay, to conduct Union business, provided that the Village shall not be obligated to grant release time to more than two employees at the same time and further provided that such activity shall not interrupt the operations of Village government or the provision of

Village services. Union representatives shall not suffer any loss in pay to attend meetings scheduled by mutual agreement of the Village and the Union during their normal working day or to attend grievance or disciplinary meetings scheduled by the Village during their normal workday. 'In no event, however, shall the Village be required to pay Union representatives for attendance at any arbitration or any administrative or judicial proceeding.

ARTICLE V

DUES DEDUCTION

Section 1

Membership in the Union or the payment of dues to the Union shall not be a requirement for employment, and employees covered by this agreement shall have the right to participate or refrain from participating in the activities of the Union.

Section 2

The Village will deduct Union dues bi-weekly from the wages of those bargaining unit employees who authorize and request in writing the deduction of such initiation fees and dues. The Village will remit amounts deducted as dues to the Civil Service Employees Association, 143 Washington Avenue, Albany, New York 12210, not later than five (5) working days after the date of the deductions. The Union agrees to provide the Village with no less than thirty (30) days notice of any change in the amount of dues or fees to be deducted from an employee's wages.

Section 3

The Union shall indemnify and hold harmless the Village from any and all liability, including costs and attorney's fees, resulting from the deduction of dues or fees under the terms of this agreement.

ARTICLE VI

NO STRIKE PLEDGE

Neither the Union nor its members or agents will engage in, promote or encourage any strike. The term "strike" shall be defined as any activity or conduct prohibited by New York Civil Service Law, Section 210 (prohibiting strikes by public employees) as that provision has been or shall be interpreted and applied by the New York State Public Employment Relations Board and the courts.

In addition to any legal or equitable remedies available to the Village for violation of this no strike pledge, the Union shall be liable for liquidated damages of $500.00 per day for each day or

part thereof that the Union, its members or agents engage in conduct or actions which violate this no strike pledge.

ARTICLE VII

PROMOTION, TRANSFER, LAYOFF AND RECALL

Section 1

Vacancies in existing positions and newly created positions in the bargaining unit shall be posted in the Highway and Sewer Departments for a period of five (5) working days prior to any decision by the Village to fill such vacancies or positions.

Section 2

In all cases of promotion, or transfer to bargaining unit positions, the Village shall consider the following factors:

A. The candidate's specific skills, education and experience;

B. The candidate's ability to perform the work in question; and

C. The quality of the candidate's prior job performance.

If the Village determines that these factors are substantially equal for two or more candidates, then the promotion or transfer shall be determined by seniority. Such decisions shall be grievable.

Section 3

Seniority is defined to mean an employee's length of continuous service with the Village, computed from the last date of hire. An employee's length of service shall not be reduced by time lost due to authorized leave of absence or absence for bona fide illness or injury certified by a physician not in excess of one (1) year. An employee's seniority shall be eliminated if any of the following occur:

A. Discharge;
B. Resignation;
C. Failure to return promptly upon expiration of authorized leave;
D. Absence for five (5) consecutive working days without leave or notice;
E. Absence for illness or injury for more than one (1) continuous year; or
F. Layoff for longer than twelve (12) consecutive months.

Section 4

Should the Village determine that a temporary or permanent reduction in the size of the workforce is necessary or appropriate, employees with the least seniority, as defined in Section 3 above, in each affected job title shall be the first to be laid off. Any employee who is laid off shall have the right to displace an employee in a lower job title which the laid off employee previously held or which, in the Village's judgment, the laid off employee is qualified to perform. A laid off employee seeking to displace another employee must have greater seniority, as defined in Section 3 above, than the employee he/she is attempting to displace. Employees on layoff shall be recalled based on seniority, as defined in Section 3 above, to vacancies in job titles which the employee previously held or which, in the Village's judgment, the employee is qualified to perform, with the most senior employee being recalled first.

Section 5

The procedures outlined in these provisions shall not apply where the employment decision at issue is governed by or subject to limitations imposed by law including, without limitation, the New York Civil Service Law.

ARTICLE VIII

PROBATIONARY PERIOD

Employees hired to positions in the bargaining unit shall be considered probationary during the period prescribed by state or local civil service laws and regulations, or if there is no provision for a probationary period under state or local law, for the first year of their employment. Employees who are disciplined or discharged prior to the satisfactory completion of their probationary period shall have no recourse or remedy under this agreement.

ARTICLE IX

DISCIPLINE

Employees who have successfully completed their probationary period shall not be disciplined or discharged without just cause. If the Village discharges or suspends an employee, a copy of the discharge or suspension notice giving reasons for the discipline shall be given to the grievant and to the Union President within 48 hours of the discharge or suspension. If requested by the employee, a Union representative may be present at any meeting where discipline is to be administered. Discipline allegedly imposed in violation of this provision may be contested through the grievance/arbitration procedure.

ARTICLE X

RETIREMENT

The Village shall continue to participate in the New York State Employee Retirement System and shall continue the retirement plans and programs, including optional plans and programs, in place on the effective date of this agreement. If statutory or regulatory changes alter the Village's obligations, whether economic or otherwise, under these optional plans and programs, however, the Village reserves the right to terminate its participation in these programs if permissible by law. The Village presently participates in optional programs under Section 75i and 41j of the New York Retirement and Social Security Law.

ARTICLE XI

NORMAL WORKWEEK AND WORKDAY

Section 1

The normal workweek shall be forty (40) hours per week. These hours normally will be scheduled during the weekdays, Monday through Friday, between the hours of 6:00 AM and 6:00 PM. Presently, the normal workweek is Monday through Friday 8:00 AM to 4:30 PM, with a one-half hour unpaid lunch period. Nothing in this provision, however, shall be construed as a guarantee that employees will work any particular schedule or number of hours during a pay period.

Section 2

There shall be two (2) paid break periods during the normal workday. Break periods shall not exceed ten (10) minutes each and shall be held at the employee's job site or at any other location approved by the Superintendent of Public Works or his or her designee. One break period shall be scheduled in the first half of any employee's regular shift, and the second break period shall be scheduled in the second half of the employee's regular shift.

Section 3

Any employee who works more than four (4) hours shall receive an unpaid meal period of one-half (1/2) hour.

Section 4

The Village of Webster will provide one (1) months notice to the union before the start of the winter workweek schedule and one (1) months notice to the union before the start of the summer workweek schedule.

ARTICLE XII

COMPENSATION

Section 1

A. Effective June 1, 2016: The Village agrees to adjust the 2015-2016 salary scale by an amount equal to 3% for all unit members who have completed at least six months of employment as of June 1st 2016.

B. Effective June 1, 2017: The Village agrees to adjust the 2016-2017 salary scale by an amount equal to 3% for all unit members who have completed at least six months of employment as of June 1st 2017

C. Effective June 1, 2018: The Village agrees to adjust the 2017-2018 salary scale by an amount equal to 3% for all unit members who have completed at least six months of employment as of June 1st 2018

D. Effective June 1, 2019: The Village agrees to adjust the 2018-2019 salary scale by an amount equal to 3% for all unit members who have completed at least six months of employment as of June 1st 2018

E. Initial placement on the wage schedule for any particular job title shall be decided by the Village in its discretion.

Section 2 — Step Increases

A. Beginning June 1, 2016, and during the term of this agreement only, movement from any wage step for any particular job title to the next higher wage step for that title shall be based solely on performance. To be eligible for consideration for a step increase of any type, an employee must have worked at least 10 months in the wage step for the job title from which they seek to be promoted. Village employees eligible for step increases shall be evaluated by the Village on an annual basis using the Employee Performance Appraisal Form attached to this agreement as Appendix II. Employees eligible for step increases shall receive a copy of their written performance appraisal and shall meet with the person or persons who prepared that performance appraisal to discuss its contents prior to May 15th of any contract year. No employee may be promoted more than one wage step in any contract year, except by promotion to a higher job title.

B. Employees eligible to be considered for step increases to the second, third or fourth step of any particular job title may be promoted to the next higher wage step for that title if they receive a total overall rating of their performance which equals or exceeds five (5) points. Employees eligible to be considered for step increases to the fifth, sixth, seventh or eighth steps

of any particular job title may, with the Superintendent of Public Works' recommendation and Board approval, be promoted to the next higher wage step of that title provided they receive a total overall rating of their performance which equals or exceeds eight (8) points.

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

Decisions by the Village not to promote any employee to the fifth, sixth, seventh or eighth step of the wage schedule for any job title shall not be arbitral or reviewable in any forum.

Section 3 — Direct Deposit

The parties agree that the Village of Webster may offer bargaining unit employees the option of having their wages directly deposited in banks or other financial institutions with whom the Village has made appropriate arrangements for the direct deposit.

ARTICLE XIII

OVERTIME

Section 1— Overtime

Recognizing the substantial public interest in the prompt and efficient delivery of services to the Village's residents, employees shall be required to work overtime upon request. The Village shall use its best efforts to notify employees required to work overtime as far in advance as possible of their regular quitting time to allow them to make proper preparations. Employees shall be responsible for ensuring that the Village is able to contact them should the need for overtime work arise. If the Village is not able to contact an employee to request that employee to work overtime or if the employee fails or refuses to respond to a request to work overtime, then the Village may take appropriate disciplinary action which may range from a verbal warning, to a

permanent or temporary reduction in wage grade, and all the way to discharge. The Village, in its sole discretion, shall determine when overtime work is needed, who shall receive overtime work and the duration of any overtime assignment. If the Village determines that overtime work is needed, and, after exhausting the overtime roster, decides that the work cannot effectively, efficiently, or safely be performed by Village employees then available, then the Village is free to take all steps it deems necessary to complete the work, including the use of outside vendors, without breaching any legal or contractual obligation owed to the Union or to its employees.

Employees who actually work more than forty (40) hours per week shall be paid for that time at one and one-half (1 1/2) times their regular rate, as that term is defined under the Fair Labor Standards Act. No employee shall work overtime unless expressly authorized by the Village. Paid leave time shall be considered working time for the purposes of calculating overtime.

Employees will not work more than sixteen (16) continuous hours, unless the employee volunteers to exceed that time.

ARTICLE XIV

SHIFT TIME DIFFERENTIAL

An additional increment of $2.50 per hour shall be paid to employees who are directed by the Superintendent of Public Works to work during full 8-hour shifts that are scheduled outside of the normal working hours of 6:00 AM to 6:00 PM. Shift time differential shall only be paid for those hours worked outside of the normal working hours of 6:00 AM until 6:00 PM. Shift time differential shall not be paid for any overtime hours that are not part of a specific shift scheduled outside normal working hours or for work performed on a rotating shift, except as otherwise provided in this agreement.

ARTICLE XV

CALL IN PAY

Employees who are called to work outside their scheduled working hours shall be paid, at time and one-half their regular rate, for the actual hours worked or one (1) hour, whichever is higher. Employees who are called back to work may be required to perform their regular work or any other work that they are capable of performing.

ARTICLE XVI

HEALTH INSURANCE BENEFITS

Section 1

The Village shall offer employees covered by this agreement with health insurance through Blue Cross Blue Shield, Excellus, Simply Blue Plus Gold 9, in network including the 100/50 Smile Saver dental plan.

Section 2

The Village reserves the right, in its discretion, to provide health and dental insurance coverage similar to that established by this agreement through any provider it chooses or through self-insurance. Changes to the specific health or dental insurance plans offered by the Village shall be mutually agreed to by the Village and the Union prior to the start of the open enrollment period. The provisions of this agreement with respect to payment for health insurance coverage also shall apply to health insurance coverage provided through self-insurance or providers other than Blue Cross Blue Shield, Excellus.

Section 3

A. The Village shall contribute toward the cost of the health insurance program selected by an employee an amount equal to a percentage of cost of single or family coverage, whichever is applicable, under the Simply Blue Plus Gold 9. The Village's contribution towards the cost of health insurance will be the full in-network deductible and a percentage of the monthly premiums for the Simply Blue Plus Gold 9 Plan as follows:

    1. For June 1, 2016-May 31, 2017, the Village will contribute 95.0% of the monthly premium cost for a covered employee.

    2. For June 1, 2017-May 31, 2018, the Village will contribute 93% of the monthly premium cost for a covered employee.

    3. For June 1, 2018-May 31, 2019, the Village will contribute 92% of the monthly premium cost for a covered employee.

    4. For June 1, 2019-May 31, 2020, the Village will contribute 90% of the monthly premium cost for a covered employee.

B. The Village shall pay the full cost of dental insurance, single or family plan, under the 100/50 smile saver dental plan.

C. The in-network deductible for single, family, or two person Simply Blue Plus Gold 9 Plan policies will be made available every January 1st or first business day in January, to each individual employee's *Health Savings Account to be known as (HSA)* in a form as determined by the Village of Webster. In addition, the Village will contribute, to the HSA, an additional $350.00 for a single plan and $700.00 for a family plan or two-person plan on the same date.

D. Medical/ Dental Insurance Buyout Option-

1. Medical Insurance Buy-Out

a. Eligibility – A full-time employee who is eligible for medical insurance coverage made available through the Village may receive a cash buy-out in lieu of receiving medical insurance benefits. To be eligible for the medical insurance buy-out, the employee must provide documentation of comparable medical health insurance coverage in a manner and form to be determined by the Village, and sign an appropriate waiver of health insurance coverage and waiver of liability to the Village.

b. Amount of Buy-Out – An employee who is eligible for and elects the medical insurance buy-out will receive the following paid on a quarterly basis:

c.

Coverage Eligibility	Annual Payment	Quarterly Pmt.
Single Coverage	$ 2,000	$ 500
Subscriber and Child(ren)	$ 3,000	$ 750
Subscriber and Spouse	$ 4,000	$1,000
Family Coverage	$4,000	$1,000

d. Reinstatement - In the event the employee loses coverage under the alternate insurance plan, the employee may resume coverage under one of the medical insurance plans made available through the Village. Coverage will begin on the first of the month immediately following the employee giving notice, provided the employee gives such notice at least five business days prior to the first of the month and meets all eligibility requirements of the insurance plan. The Buy-Out amount shall be refunded to the Village on a prorated basis.

2. Dental Insurance Buy-Out

a. Eligibility – A full-time employee who is eligible for dental insurance coverage made available through the Village may receive a cash buy-out in lieu of receiving dental insurance benefits. To be eligible for the dental insurance buy-out, the employee must provide documentation of comparable dental health insurance coverage in a manner and form to be determined by the Village, and sign an appropriate waiver of dental insurance coverage and waiver of liability to the Village.

b. Amount of Buy-Out – An employee who is eligible for and elects the dental insurance buy-out will receive the following paid on a quarterly basis:

c.

Coverage Eligibility	Annual Payment	Quarterly Pmt.
Family Coverage	$240	$60
Single Coverage	$120	$ 30

d. Reinstatement - In the event the employee loses coverage under the alternate insurance plan, the employee may resume coverage under one of the dental insurance plans made available through the Village. Coverage will begin on the first of the month immediately following the employee giving notice, provided the employee gives such notice at least five business days prior to the first of the month and meets all eligibility requirements of the insurance plan. The Buy-Out amount shall be refunded to the Village on a prorated basis.

The HSA is established for the purpose of offsetting some out-of pocket medical expenses for unit members. Any use of said monies for non-deductible medical expenses will be taxed as revenue to the employee and will be fined according to IRS standards and tax laws. The HSA bank account is the sole responsibility of the employee. The Village of Webster has no responsibility for managing the account.

If the employee fails to manage their HSA account properly, the Village of Webster has no responsibility for the remaining deductible or "out of pocket" expenses required for the remaining fiscal year. It is the responsibility of the employee to keep track of deposits, expenditures, and all of their respective receipts to verify the amount spent towards their deductible. The employee may need to send copies of receipts to Excellus to ensure that they were recorded towards the deductible.

The employee is allowed by the IRS to invest the funds in their HSA. The same types of investments permitted for IRA's are allowed for HSA's including stocks, bonds, mutual funds, and certificates of deposit. This is certainly at the employee's own risk.

E The Simply Blue Plus Gold 9 Plan will cover employees/retirees until the age of 65. At the age of 65 the employee/retiree will be required to move to an approved senior care plan. A "working senior", an employee who continues to work after the age of 65, may be eligible to remain on the same healthcare plan in which they were enrolled prior to the age of 65. The continued enrollment of the working senior will be evaluated based upon the health care laws and regulations in effect when the eligible employee reaches the age of 65.

The Village will fund HSA's for eligible retirees up to the age of 65 in the manner described in Section 3(C) of this Article. In the year that the retiree is to reach the age of 65, the HSA funding will be prorated to the end of the month in which the retiree turns 65.

At age 65 you can continue to use your HSA account tax-free for out of pocket health expenses. If you need to move to a senior care plan and your wife/husband is not yet 65 you can use your savings in this account over the years to pay for your senior plan and the Village will take out a single plan for your spouse until they reach 65. If the employee still has dependents living at home that he/she can claim on their tax return at the time he or she turns 65, the Village of Webster will provide the cost for one plan only, since the senior plan is less costly, it will be assumed the plan of choice for the employee to pay.

The Village is prohibited from making contributions to the HSA of an employee's spouse after that employee/retiree reaches 65 and switches to Medicare. If the employee/retiree dies, the spouse will be responsible for the cost of their own healthcare.

Once you reach 65, you can also use your account to pay for things other than medical expenses. If used for other expenses, the amount withdrawn will be taxable as income but will not be subject to any other penalties at age 65. Individuals under age 65 who use their accounts for non-medical expenses must pay income tax and a 10% penalty on the amount withdrawn.

F In order to qualify for the Healthcare Plan, the employee/retiree or employee's /retiree's spouse or dependent must not be participating in any other health care provider's plan.

G The employee has the right to not accept any healthcare coverage from the Village of Webster. They also have the ability to participate in all medical and dental insurance buy-outs as stated in the Section D above.

Section 4

The Union recognizes the substantial increases in health insurance premiums for plans available in the Rochester, New York area which have occurred in the recent past and agrees that continued increases in health insurance premiums will have a direct bearing on the Village's

ability to offer employees additional economic benefits in the future, or, in extreme circumstances, to continue the economic benefits which they currently enjoy.

Section 5

A. The Village shall pay the full cost of health insurance premium (excluding dental) for eligible retired Village employees who retire prior to June 1, 2016. To be eligible for this benefit, the retired former employees must be at least 55 years old, eligible for retirement under the NYSERS, have at least 20 years of active service in the Village, and have been a member of the health insurance plan sought to be continued for at least one (1) year prior to retirement.
B. Effective June 1, 2016, The Village shall pay 90% of the costs of health insurance premium (excluding dental) for eligible employees who retire. To be eligible the employee must meet the eligibility requirements as defined in paragraph A of this section.

ARTICLE XVII

VACATION

Section 1

Employees shall not receive or be eligible for paid vacation days during the first year of their employment.

Section 2

After completing one (1) year of continuous employment, full-time employees shall receive ten (10) paid vacation days per year. After completing four (4) years of continuous employment, full-time employees shall receive fifteen (15) paid vacation days per year. After completing twelve (12) years of continuous employment, full-time employees shall receive twenty (20) paid vacation days per year. After completing eighteen (18) years of continuous employment, full time employees shall receive twenty-five (25) paid vacation days per year. After completing twenty-five (25) years of continuous employment, full-time employees shall receive thirty (30) paid vacation days per year.

Section 3

Accrued vacation days must be used no later than the next anniversary date of the employee's hire, provided, however, that the Superintendent of Public Works, in his or her sole discretion, may permit an employee to carry over up to five (5) accrued vacation days from one calendar year to the next.

Section 4

Employees may not use accrued vacation in increments of less than one hour.

Section 5

Employees must submit a written request for vacation as soon as possible prior to the anticipated starting date of the vacation. Recognizing the need to ensure the continuous and effective delivery of services to Village residents, it is agreed that the Village shall retain the right to approve or deny vacations. Employees may not take vacation without the prior approval of the Superintendent of Public Works or his or her designated representative. For operational reasons, the Village may rescind its approval of an employee's request for vacation.

Section 6

For operational reasons, no more than two (2) employees of the Public Works Department may be granted vacation at the same time and no more than one (1) employee in the Water and the Waste Water Departments may be granted vacation at the same time.

ARTICLE XVIII

HOLIDAYS

Section 1

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

A. New Years Day

B. Memorial Day

C. Independence Day

D. Labor Day

E. Thanksgiving Day

F. Day After Thanksgiving Day

G. Day Before or Day After Independence Day as determined by the Village

H. Christmas Day

I. Floating Holiday. Employees in the bargaining unit shall receive the day before or the day after labor day as determined by the Village, as the floating holiday.

J. Washington's Birthday

K. Good Friday

L. Columbus Day

M. Veterans' Day

If a paid holiday falls on a Saturday, the prior Friday shall be designated as a paid holiday. If a paid holiday falls on a Sunday, the subsequent Monday shall be designated as a paid holiday.

Section 2

To be eligible for holiday pay, an employee must be employed full-time for at least thirty (30) days and must actually work the workday before and the workday following the holiday unless excused by the employee's immediate supervisor.

Section 3

If a holiday occurs while an employee is on vacation, emergency leave or sick leave, the employee shall receive holiday pay for that day and no deduction from the employee's accumulated vacation or sick time shall be made for that day.

Section 4

Employees who actually work on a scheduled or designated holiday shall be paid for hours worked at time and one-half their normal hourly rate plus pay for the holiday.

ARTICLE XIX

SICK LEAVE

Section 1

All full-time employees shall accrue one (1) day of paid sick leave for each complete month of active employment with unlimited accumulation. Employees who have accumulated at least 175 sick days may redeem up to 10 sick days per contract year at a flat rate of $100 per day less withholding required by law. Requests to redeem sick days must be in writing and shall be submitted to the Village Treasurer. Payments for approved requests to redeem sick leave shall be made in the first payroll in June and the first payroll for December of each year, except that the Village may make payments at any other times if it is satisfied that such payments are warranted by emergency circumstances that could not have been foreseen by the requesting employee. Requests for payments in June must be submitted on or before May 15, and requests for payments in December must be submitted on or before November 15.

Section 2

Employees may use sick days for personal or immediate family illness or injury only, with immediate family being defined in Article XX. For any absence of three days or more, of if a pattern of absence is a cause for concern, the Village reserves the right, in its discretion, to request written verification from a physician of any employee's illness or ability to return to work.

Section 3

The Village may require any employee who is absent from work for more than one (1) consecutive week or more than ten (10) days in any calendar year to be examined by a physician.

Section 4

To be eligible for sick pay, an employee must report his or her illness to the Village no later than one-half hour before the employee's normal starting time on the first day of any absence. The Village, in its discretion, may excuse an employee's failure to make a timely report of his or her absence.

Section 5

Sick leave may not be used in less than one-half hour increments.

ARTICLE XX

EMERGENCY LEAVE

All full-time employees who have been employed for at least one (1) year shall be given up to three (3) days of leave with pay when a death or acute illness occurs in their immediate family which shall include their parents, spouse, children, brothers, sisters, grandparents or a person occupying the position of a parent of the employee's household.

ARTICLE XXI

PERSONAL DAYS

Section 1

Full-time employees who have completed their probationary period shall receive one (1) personal day (8 hours) per year. Personal leave may not be taken without the prior approval of any employee's Supervisor.

Section 2

Personal leave may not be accumulated from year to year, and may not be used in less than one hour increments

ARTICLE XXII

JURY DUTY

Employees who are required to serve on jury duty shall be excused from the performance of their duties with pay but shall be required to report to work when their presence is not required by the Court. Any reimbursement or pay that an employee receives for jury duty, with the exception of payment for meals and travel, shall be given to the Village. Employees who are called to serve on jury duty agree to cooperate with the Village when, in the Village's opinion, deferral or postponement of jury duty is appropriate.

ARTICLE XXIII

MILITARY LEAVE

Section 1

The Village recognizes its obligations to employees who enlist in the armed forces or are members of the National Guard or the Armed Forces Reserves under New York Military Law, Sections 242 and 243 and the Uniformed Services Employment and Re-Employment Rights Act of 1994. A basic summary of employees' rights under these laws is contained in Appendix IV to this agreement, and the Village confirms its intent to abide by these laws.

Section 2

Employees entitled to military leave under state or federal law shall comply with the following requirements:

A. The employee shall notify his or her immediate supervisor of any military leave or assignment in writing as far in advance of the leave or assignment as possible but not later than the first available opportunity following receipt of military orders or other notification of assignment. Upon request, the employee must provide his or her immediate supervisor with a copy of his or her military orders or assignment.

B. An employee who takes military leave shall be responsible for furnishing to his or her immediate supervisor an official record of time spent on military leave or assignment if the employee is entitled to payment for all or part of that time.

C. The employee will cooperate with the Village to request deferral of military duty when, in the Village's judgment, deferral is necessary or appropriate.

D. The Village may adjust the work schedule of any employee whose military duty requires attendance on weekends if that employee's work schedule also requires weekend work.

ARTICLE XXIV

UNPAID LEAVE OF ABSENCE

A leave of absence may be granted to full-time employees. The leave may be granted at the discretion of the Village Board for a period not to exceed six months without pay or benefits. Employees applying for unpaid leave should notify the Superintendent of Public Works as soon as possible so that arrangements for substitute help can be made if the leave request is granted. Previously accumulated sick leave may be carried over until return. Accumulated vacation must be used before a leave of absence may be granted. Employees on unpaid leave will not be paid for holidays that occur during the leave. Unpaid leave may not immediately precede or follow any established holiday or vacation period.

ARTICLE XXV

ROTATING SHIFT

Reserved

ARTICLE XXVI

REQUIRED LICENSES

An employee required to obtain a special license (other than a typical class D license) in order to operate vehicles or equipment of the Village shall be granted time off with pay for the purpose of taking any necessary test, the Village will not reimburse the employee for the cost of such initial license(s). This provision shall apply only to licenses that are prerequisites to the employee's job. It is the employee's responsibility to continue and renew the special license, and the employee shall be reimbursed by the Village for the cost of renewing the license. In the case of a commercial driver's license, the reimbursement shall be for the difference between the commercial license and a Class D license.

ARTICLE XXVII

VOLUNTEER FIRE DEPARTMENT RESPONSE

Employees who are members of a Volunteer Fire Department will not automatically respond to a fire call while they are on Village time. If a fireman monitors a call for which he or she feels an immediate compulsion to respond, then he or she shall contact his or her immediate supervisor by phone, radio or verbally to acknowledge release to the fire call.

If Village vehicles are the only immediate means of transportation from a work area then following his or her Supervisor's authorization he or she may either be taxied or return a vehicle to its proper housing in order to respond to the fire call via his or her personal vehicle.

Employees who are assigned specific responsibilities for Village functions, such as weekend duty, shall not respond to a fire call during the assigned period of responsibility. The employees shall, however, give all necessary support and coordination requested of the Village as may be required for any emergency.

ARTICLE XXVIII

TUITION REIMBURSEMENT

Any employee covered by the bargaining unit may apply for tuition reimbursement, in writing to their immediate supervisor 90 days prior to the beginning of the college semester.

The Village must notify each employee, in writing, of acceptance or disapproval for tuition reimbursement within 30 days of the beginning of the college semester.

The desired course work must be directly related to work actually done by an employee at work which may be reasonably expected to be performed by the employee in the near future. The Village shall determine what courses are related to the employee's work.

Tuition reimbursement will be granted to employees only for course work or degree programs taken outside of normal work hours.

The maximum reimbursement to any employee will be equal to 90% of the tuition, to a maximum of $1,500.00 in any one calendar year.

Reimbursement shall be made only upon submission of evidence of satisfactory completion of the course.

ARTICLE XXIX

SUBCONTRACTING

Generally, It is the policy of the Village to continue to utilize its employees to perform work they are qualified to perform. Should the Village contemplate subcontracting work normally or usually performed by Village employees to other public or private persons or entities, in situations other than emergencies, the parties agree to proceed as follows:

A. The Village shall advise the CSEA labor relations specialist in writing that it is contemplating the subcontracting of certain Village work.

B. If the Village certifies and represents that the contemplated subcontracting will not adversely impact the normal pay, benefits, and other terms of employment of any bargaining unit employee, it shall be allowed to subcontract without negotiating the decision to subcontract or the impact of that decision with the union. Upon request, however, the Village will meet with the Union to explain what work will be subcontracted and the reasons for that decision.

C. If the Village fails or refuses to certify that the contemplated subcontracting will not adversely affect the normal pay, benefits and other terms of employment of bargaining unit employees, then, upon request from the Union, the Village shall meet with the Union (within 10 days of its receipt of the request and at reasonable times thereafter) to negotiate in good faith regarding the decision to subcontract as well as the impact of that decision.

    1. If the Village and the Union are not able to reach agreement on the issue of subcontracting and its impact within 60 days of the Village's initial notice to the Union that it was contemplating subcontracting, the Village may decide whether to subcontract and may implement its decision, provided no bargaining unit employee shall suffer reduction in pay or benefits for 60 days after the Village announces its decision to subcontract. During this 60 day period, bargaining unit employees whose employment might be terminated or whose pay or benefits might be adversely affected by the contemplated subcontracting shall be identified and shall receive reasonable assistance from the Village in locating alternative employment which shall include reasonable paid leave from work (not to exceed ten (10) hours in any week) for the purpose of locating alternative employment, attending interviews, or attending to other matters relating to the employee's job search.

    2. After 60 days has elapsed from the date that the Village announces its decision to subcontract, the decision to subcontract may be implemented fully (which may include layoffs, termination, transfer, etc.), provided that the Village shall continue to have an obligation to negotiate with the Union about the impact of the subcontracting decision.

D. **Seasonal Employees.** Nothing in this agreement shall restrict the Village's right to continue to employ seasonal workers within the DPW. However, the Village shall not employ more than 3 seasonal employees at any time.

ARTICLE XXX

SAFETY

Section 1— Safety Equipment

Promoting safety in the workplace is an objective shared by the Union, the Village and the Village's employees; therefore, the Union, the Village and the Village's employees commit themselves to the cooperative enforcement of the Village's safety rules and regulations as well as all applicable federal and state safety rules and regulations. Toward this end, employees are required to use and wear safety equipment as dictated by the Village's safety regulations or applicable federal or state safety rules and regulations. Required safety equipment will be provided by the Village without cost to its employees and shall be worn and used by employees in the performance of their job duties. The Village reserves the right, however, to require employees to pay for replacement safety equipment, if any employee repeatedly loses or damages the safety equipment proved him or her (normal wear and tear excepted).

Section 2 — Safety and Work Clothing Provision

The Village provides the following safety gear to each employee: hard hat, goggles and ear plugs. The Village will make back support belts available to sign out for use. Hard hats will be worn at all times while conducting Village business or work functions unless the business or work function is specifically exempted. On June 1st of each year, or the first workday after June 1st, the Village will provide each employee with a $600 credit with a vendor contracted by the Village to provide work and safety clothing. Any unused funds will rollover into the following year. However, at no time shall the amount of credit for any individual employee exceed $900.00. The Village and the Union will mutually agree on the selection of products eligible for purchase with the credit. The selection shall include, but not be limited to, the following items: safety boots, safety shoes, shirts, pants, gloves, jackets, rain gear, and sweatshirts.

Section 3 — Safety Shoe Policy

All Public Works employees shall be required to wear safety shoes with a minimum compliance to the American National Standards Institute (ANSI) Safety Toe Footwear, ANSI Z41-1999, "American National Standard for Personal Protection -- Protective Footwear," or ANSI Z41-1991, "American National Standard for Personal Protection -- Protective Footwear,". These safety shoes shall be worn at all times while conducting Village of Webster business or work functions. Employees may purchase safety shoes or boots from the contract vendor as referenced in Section 2 of this Article.

The parties recognize and agree that employees are responsible for properly caring for and maintaining their safety shoes which, at a minimum, includes regular oiling of the leather and appropriate use of protective boots.

Section 4 — Safety Glasses Policy

Safety glasses will be provided by the Village of Webster for their employees once a year on their anniversary dates. The Village of Webster will pay $75.00 for single vision, $100.00 for bifocals, or trifocals, and $130.00 for progressions. The employee pays for any charges over those amounts.

ARTICLE XXXI

GRIEVANCE PROCEDURE

Section 1— Definition of Grievance

A grievance is a claim that there has been a violation, misinterpretation or inequitable application of a specific provision of this agreement or of any applicable Village work rule. A grievance does not include any matter covered by the state or local civil service laws or rules, or any matters otherwise covered by law, except that this grievance procedure shall replace and supersede any hearing or procedure to which an employee might be entitled under Sections 75, 76 or 77 of the New York Civil Service Law or related statutory provisions governing the discipline or discharge of civil service employees only.

Section 2 — Procedure for Resolution of Grievances

STEP 1: As a condition precedent to the processing or consideration of a grievance, an aggrieved employee must present the grievance in writing to the Assistant Superintendent of Public Works or the Assistant to the Superintendent of Public Works (if the Assistant Superintendent of Public Works position is not filled) within five (5) working days of the act or occurrence giving rise to the grievance and must attempt to resolve the grievance informally at that level. The written grievance must set forth the specific provision of the agreement alleged to have been misapplied or violated and should describe in reasonable detail the facts and circumstances on which the grievance is based.

STEP 2: If the grievance is not resolved informally or answered within five (5) working days of the date that it is submitted to the Assistant Superintendent of Public Works or to the Assistant to the Superintendent of Public Works, then the grievant or the Union may submit the grievance to the Superintendent of Public Works or his or her designated representative no later than ten (10) working days after the grievance was submitted to the Assistant Superintendent for Public Works or to the Assistant to the Superintendent of Public Works. The Superintendent of Public Works shall investigate and consider the grievance. Such investigation shall include meeting with the employee who is the subject of the grievance, and a union representative if requested by the aggrieved employee. The Superintendent of Public Works may hold a meeting with the aggrieved employee, a Union representative if requested by the employee, and representatives of

the Village. The Superintendent of Public Works or his or her designated representative shall render a written decision on the grievance within ten (10) working days of receipt of the written grievance and shall send copies of the decision to the Union and the grievant.

STEP 3:

A. If the grievance is not resolved at the previous step, and the Union desires to submit the grievance to arbitration, then no later than ten (10) working days after the Union receives the Superintendent of Public Works' written decision, the Union shall submit to the Superintendent of Public Works or his or her designated representative written notice of its intent to proceed to arbitration, and shall simultaneously forward a copy of that notice to the New York State Public Employment Relations Board with a request for voluntary arbitration according to PERB's rules of procedure.

B. Arbitration shall not be obtainable if the grievance:

1. Involves the existence of alleged violations of any agreement other than the current agreement between the parties;

2. Would require an arbitrator to consider, rule on, or decide any issue which is not a "grievance" as that term is defined in this agreement;

3. Pertains in any way to the establishment, administration, interpretation or application of insurance, pension, savings or other employee welfare benefit plans in which employees are eligible to participate; or

4. Involves discipline or discharge of employees who have not satisfactorily completed their probationary period.

C. The arbitrator shall have no power or authority to ignore, add to, subtract from or modify any provision of this agreement. No decision by the arbitrator shall require retroactive action of any kind beyond the thirty (30) calendar days preceding the date the grievance was initiated. The arbitrator's decision shall be final and binding on the parties, subject to judicial review as provided by law.

D. No arbitrator shall decide more than one grievance except by the mutual agreement of the parties. The fees and expenses of the arbitrator and the cost of the hearing room shall be shared equally by the Village and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the other party's share of the divided costs or of the expense of witnesses or participants called by the other.

Section 3

The time limits for initiating and processing a grievance are mandatory and shall be considered conditions precedent to the Village's obligation to entertain a grievance. 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 by this agreement. The Village's failure at any step of the grievance procedure to communicate its decision within the time required shall permit the lodging of an appeal at the next step of the procedure within the time which would have been allotted had the decision been communicated to the grievant of the Union on the final day.

Section 4

The time limits established by this grievance procedure may be extended only by written agreement of the parties. Any extension of time for a particular grievance, however, shall not alter or modify the time limits for processing any other grievance.

ARTICLE XXXII

SEVERABILITY

In the event that any provision of this agreement between the parties shall be held by the operation of law or by a court or administrative agency of competent jurisdiction to be unlawful or unenforceable, the remaining provisions of this agreement shall not be affected thereby, but shall be continued in full force and effect. If a provision is declared to be unlawful or unenforceable and that decision becomes final (that is, not subject or appeal or other attack by either the Village or the Union), then, upon written request of either party, the parties shall meet within thirty (30) days to discuss modification of replacement of the unlawful or unenforceable provision.

ARTICLE XXXIII

COMPLETE AGREEMENT

The parties acknowledge that this agreement establishes the terms and conditions of employment for employees within its coverage and supersedes any rules or regulations or practices which are contrary to or inconsistent with its terms. The parties further acknowledge that they have had ample opportunity to negotiate about all existing past practices affecting mandatory subjects of collective bargaining; therefore, the Village shall not be required to continue any existing past

practice not expressly incorporated into this agreement. Should the Village decide not to continue an existing past practice, not incorporated in this agreement, it shall notify the Union of its decision and meet with the Union to discuss its decision, provided that nothing in this provision shall diminish or affect the Village's right to implement its decision.

ARTICLE XXXIV

DURATION AND CHANGES

Section 1

Subject to ratification and legislative approval by the Village Board and ratification by the Union membership, this agreement shall become effective on the date it is executed by the parties and shall remain and continue in effect until May 31, 2020. Where specific provisions of this agreement provide for different effective dates, the effective dates of the specific provision shall apply and govern.

Section 2

The parties acknowledge that the provisions of this agreement may not be altered, modified, supplemented or deleted except by written amendment executed by the parties.

ARTICLE XXXV

MISCELLANEOUS

Section 1

The Village shall pay employees subject to this agreement on a bi-weekly basis.

Section 2

If either party desires to delete, modify or supplement any of the provisions of this agreement, that party shall give written notice to the other party specifying the changes desired at least 180 calendar days prior to the expiration of this agreement. If notice served, the party receiving notice must notify the party giving notice of additional changes to the agreement which it desires within 15 calendar days. Once both parties have served written notice of proposed modifications to the agreement, they shall use their best efforts to commence negotiations within 15 calendar days, and, at their initial meeting, shall discuss and, to the extent feasible, arrange a schedule of dates for negotiations concerning a successor agreement.

The parties agree to use their best efforts to meet this negotiations schedule; however, failure to do so shall not result in automatic renewal of the contract or otherwise limit either party's bargaining rights.

Section 3

To improve communications for emergency response and other legitimate government purposes, the Village shall pay $10.00 per month to employees who: (a) have acquired cellular telephones at their own expense, (b) have provided their cellular telephone numbers to the Village, and (c) have regularly responded to calls from the Village placed to their cellular telephones.

Section 4 — Weekend Duty

When needed, employees will be asked to cover emergency calls on weekends and holidays. Employees must have a cell phone. The employee will receive four hours compensation time each for Saturday, Sunday and Holidays. If a call is received for the employees area of work (DPW or Sewer) they may work the overtime needed to complete the job. If the call is for another area of work they will contact a person in that department to take care of the problem. There will be a rotating list of employees, and if an employee refuses to work the weekend duty, they will go to the bottom of the list.

FOR THE UNION:

John Carnevale
CSEA Unit President

DATED: 6/22/17

RE ~~6-22~~ Robert E. Ellis

Robbie Ellis
CSEA Labor Relations Specialist

DATED: 6-22-17

Dan Bortle
CSEA Unit Vice President

DATED: 6/22/17

FOR THE VILLAGE OF WEBSTER:

John Cahill
Mayor

DATED: 6/22/17

James "Jake" Swingly
Superintendent of Public Works

DATED: 22 June 2017

APPENDIX I

2016-2017 Wage Scale

Wage Rates
2016-17

HIRE PRIOR TO June 1, 2009						
Step	Motor Equipment Operator	Senior Motor Equipment Operator	Working Foreman	Grade II Operator	Grade III Operator	Chief Plant Operator
1	19.96	24.60	26.89	24.60	26.89	29.39
2	20.55	25.34	27.70	25.34	27.70	30.26
3	21.18	26.11	28.54	26.11	28.54	31.17
4	21.82	26.89	29.41	26.89	29.41	32.11
5	22.47	27.70	30.30	27.70	30.30	33.07
6	23.15	28.54	31.20	28.54	31.20	33.94
7	23.85	29.41	32.15	29.41	32.15	35.09
8	24.58	30.30	33.12	30.30	33.12	36.16

HIRE AFTER June 1, 2009						
Step	Motor Equipment Operator	Senior Motor Equipment Operator	Working Foreman	Grade II Operator	Grade III Operator	Chief Plant Operator
1	16.28	17.80	20.03	17.80	20.03	22.54
2	16.77	18.33	20.63	18.33	20.63	23.22
3	17.27	18.88	21.25	18.88	21.25	23.91
4	17.80	19.45	21.89	19.45	21.89	24.64
5	18.33	20.03	22.54	20.03	22.54	25.38
6	18.88	20.63	23.22	20.63	23.22	26.14
7	19.45	21.25	23.91	21.25	23.91	26.92
8	20.03	21.89	24.64	21.89	24.64	27.72

Wage Rates
2017-18

HIRE PRIOR TO June 1, 2009						
Step	Motor Equipment Operator	Senior Motor Equipment Operator	Working Foreman	Grade II Operator	Grade III Operator	Chief Plant Operator
1	20.55	25.34	27.70	25.34	27.70	30.27
2	21.16	26.10	28.54	26.10	28.54	31.17
3	21.81	26.89	29.40	26.89	29.40	32.10
4	22.47	27.70	30.29	27.70	30.29	33.08
5	23.15	28.54	31.20	28.54	31.20	34.06
6	23.85	29.40	32.14	29.40	32.14	34.96
7	24.57	30.29	33.11	30.29	33.11	36.14
8	25.32	31.20	34.11	31.20	34.11	37.24

HIRE AFTER June 1, 2009						
Step	Motor Equipment Operator	Senior Motor Equipment Operator	Working Foreman	Grade II Operator	Grade III Operator	Chief Plant Operator
1	16.77	18.33	20.63	18.33	20.63	23.22
2	17.28	18.88	21.25	18.88	21.25	23.91
3	17.79	19.44	21.89	19.44	21.89	24.63
4	18.33	20.03	22.55	20.03	22.55	25.38
5	18.88	20.63	23.22	20.63	23.22	26.14
6	19.44	21.25	23.91	21.25	23.91	26.92
7	20.03	21.89	24.63	21.89	24.63	27.72
8	20.63	22.55	25.38	22.55	25.38	28.55

Wage Rates
2018-19

HIRE PRIOR TO June 1, 2009						
Step	Motor Equipment Operator	Senior Motor Equipment Operator	Working Foreman	Grade II Operator	Grade III Operator	Chief Plant Operator
1	21.17	26.10	28.53	26.10	28.53	31.18
2	21.80	26.89	29.39	26.89	29.39	32.10
3	22.47	27.70	30.28	27.70	30.28	33.07
4	23.15	28.53	31.20	28.53	31.20	34.07
5	23.84	29.39	32.14	29.39	32.14	35.08
6	24.56	30.28	33.10	30.28	33.10	36.01
7	25.31	31.20	34.11	31.20	34.11	37.23
8	26.08	32.14	35.13	32.14	35.13	38.36

HIRE AFTER June 1, 2009						
Step	Motor Equipment Operator	Senior Motor Equipment Operator	Working Foreman	Grade II Operator	Grade III Operator	Chief Plant Operator
1	17.28	18.88	21.25	18.88	21.25	23.92
2	17.79	19.45	21.89	19.45	21.89	24.63
3	18.33	20.03	22.55	20.03	22.55	25.37
4	18.88	20.63	23.22	20.63	23.22	26.14
5	19.45	21.25	23.92	21.25	23.92	26.93
6	20.03	21.89	24.63	21.89	24.63	27.73
7	20.63	22.55	25.37	22.55	25.37	28.56
8	21.25	23.22	26.14	23.22	26.14	29.41

Wage Rates
2019-20

HIRE PRIOR TO June 1, 2009						
Step	Motor Equipment Operator	Senior Motor Equipment Operator	Working Foreman	Grade II Operator	Grade III Operator	Chief Plant Operator
1	21.81	26.89	29.39	26.89	29.39	32.11
2	22.45	27.69	30.27	27.69	30.27	33.07
3	23.14	28.53	31.19	28.53	31.19	34.06
4	23.84	29.39	32.14	29.39	32.14	35.09
5	24.56	30.27	33.11	30.27	33.11	36.14
6	25.30	31.19	34.10	31.19	34.10	37.09
7	26.07	32.14	35.13	32.14	35.13	38.34
8	26.86	33.11	36.19	33.11	36.19	39.51

HIRE AFTER June 1, 2009						
Step	Motor Equipment Operator	Senior Motor Equipment Operator	Working Foreman	Grade II Operator	Grade III Operator	Chief Plant Operator
1	17.79	19.45	21.89	19.45	21.89	24.63
2	18.33	20.03	22.55	20.03	22.55	25.37
3	18.87	20.63	23.22	20.63	23.22	26.13
4	19.45	21.25	23.92	21.25	23.92	26.92
5	20.03	21.89	24.63	21.89	24.63	27.73
6	20.63	22.55	25.37	22.55	25.37	28.56
7	21.25	23.22	26.13	23.22	26.13	29.41
8	21.89	23.92	26.92	23.92	26.92	30.29

APPENDIX II

Employee Performance Appraisal Form

EMPLOYEE PERFORMANCE APPRAISAL

EMPLOYEE _____ DATE EMPLOYED _____

JOB CLASSIFICATION _____ SALARY _____

APPROXIMATE LENGTH OF SERVICE: IN PRESENT CLASSIFICATION _____

UNDER PRESENT SUPERVISION _____

PERIOD OF REVIEW: ___

TOTAL DAYS DURING PERIOD: 365 ABSENT DUE TO ILLNESS _____ TARDY _____

RATING LEVELS

NOT ACCEPTABLE: Substantial performance level that does not meet the minimum job requirements and requires immediate managament attention and correction.

SATISFACTORY: Performance consistently meets all job requirements standards for normal efficient operation in the position.

OUTSTANDING (CONT) warrant this employee to be considered for immediate available promotion and/or substantial adjustment within the salary range or the position.

NEEDS IMPROVEMENT: In a new position, performance is progressing but further development is necessary to become fully satisfactory. Substandard or declining performance for an experienced employee that does not meet or maintain job standard requirements for normal efficient operation in that position and usually requires a performance plan for improvement

ABOVE AVERAGE: Performance consistently meets all, and exceeds most job requirement standards for the normal, efficient operation in the position.

OUTSTANDING: performance consistently yields superior results which far surpass all job requirement standards. The type of sustained performance, exhibiting strong and effective self-initiative, that would

INSTRUCTIONS: Evaluations are to be completed by the employee's immediate supervisor prior to that employee's anniversary date when possible. Any ratings of outstanding or not acceptable require documented substantiation which copies must accompany this appraisal.

DEGREE OF PERFORMANCE

Definition of Performance Factors	Not Acceptable (0 Points) 0-1	Needs Improvement (3 Points) 2-3	Satisfactory (5 Points) 4-5-6	Above Average (7 Points) 7-8	Outstanding (10 Points) 9-10
QUANITY OF WORK: Volume of work regularly produced. Speed and consistency of output. Ability to organize work assignment (N/A)__	Work volume far below standards for job. Organizes assignments poorly. ____	Requires Prodding to complete assignments. Fails to meet deadlines. ____	Performs Assignments within time permitted. Organizes work well. ____	Consistently above average producer. Will do more than job requires. ____	Outstanding producer. Turns out peak performance in an exceptional manner ____
QUALITY OF WORK: Extent to which work performance meets requirements of accuracy, thoroughness and effectiveness. (N/A) __	Assignments require constant checking due to frequency of errors. Poor workmanship. ____	Fails to adequately meet acceptable job standards for quality work ____	Work is well done with only normal acceptable number of errors. ____	Work is consistently well done, with infrequent errors. ____	Extremely accurate. Minimum verification required ____
JOB KNOWLEDGE: Degree to which employee understands all aspects of work assignments and job responsibilities. (N/A)____	Inadequate job knowledge. Does not understand or grasp elementary job responsibilities. ____	Understands some job elements but requires additional training and experience in some areas of job duties. ____	Knowledge of job duties is sufficient for normal performance. May require assistance on non-routine assignments. ____	Handles assignments with minimum of direction. Possesses knowledge of related jobs ____	Expert in most phases of job. Understands relationship and duties of allied jobs ____
DEPENDABILITY: Extent to which employee is reliable, follows instructions, and fulfills responsibilities including the discretionary treatment of confidential information. (N/A)____	Extremely unreliable, cannot follow instructions properly ____	Can not always be counted on to fulfill responsibilities. ____	Fulfills responsibilities and follows instructions with limited supervision. ____	Consistently dependable in accomplishing job assignments. Requires minimum of supervisory follow up.	Extremely dependable in performing duties. Including non-routine assignments ____
INITIATIVE: Degree to which employee is a self-starter and undertakes assignments on own initiative. (N/A)____	Fails to accomplish routine assignments in compliance with instructions. ____	Does not consistently apply talents in fulfilling assignments. ____	Performs assignments with well sustained interest and drive. ____	Exhibits high degree of resourcefulness and ingenuity. Seeks out improved methods. ____	Assumes additional responsibilities beyond job requirements. Accomplishes results as efficiently possible. ____
ATTITUDE: Amount of interest and enthusiasm towards work assignments, including ability to accept constructive criticism (N/A)____	Exhibits little interest in job assignments, lacks enthusiasm. ____	Should develop more interest or enthusiasm towards some job aspects. ____	Performs all assignments with a favorable degree of interest and enthusiasm. ____	Consistently shows a high degree of enthusiasm and interest. ____	Extraordinary amount of enthusiasm and interest towards work assignments. ____
PERSONAL RELATIONS: Degree of contribution to team effort and sprit, cooperation and friendliness with fellow workers. (N/A)____	Fails to cooperate in team effort. Makes little attempt to gat along with fellow employees. ____	Generally gets along with others. Sometimes fails to exhibit degree of cooperation required. ____	Cooperates well with others to accomplish work objectives. Is a willing team worker. ____	Very cooperative. Always willing to extend effort to contribute towards objectives. ____	Enthusiastic team worker, has respect of fellow workers, displays extraordinary degree of team sprit. ____
ADAPTABILITY: Ability to adjust to changing situations and working assignments and ease with which new duties are learned. (N/A)____	Cannot adjust to changing conditions ____	Has difficultly. Requires details and repeated instructions. ____	Minimum instruction on most new duties. ____	Adaptable, quick to learn and understand. ____	Exceptionally keen in adapting to new jobs and changing situations. ____
COMMUNICATIONS: Effectiveness in communicating with other both orally and in writing (N/A)____	Lacks proper communication skills for job assignment ____	Has difficultly in communicating with others. ____	Exhibits fully satisfactory skills on communicating with others. ____	Demonstrates better than average skills in communicating with others. May be more proficient in one form or another. ____	Extremely accurate, concise, and effective in communicating with others. ____

Does the employee's attendance and punctuality record meet your requirements?

_____ Perfect Record (6 pts) _____ Fully Competent (3 pts) _____ NO- Explain (0pts)

What outstanding accomplishments or progress has the employee demonstrated since previous appraisal?

Does the employee feel well suited for the type of work being performed? What ambitions has the employee for advancement? What is the employee doing both on and off the job to prepare for this advancement?

What specific objectives would you set to improve the employee's current job performance and to prepare the employee for advancement?

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

_____ Yes (4 pts) _____NO (0 pts) Explain

Additional comments regarding employee's overall job performance not covered above.

Sum Category pts + Attendance pts+ Safety pts)/ number of Categories rated = Total Overall Rating

Date Appraisal was discussed with employee: _____

Supervisor's signature Date

Employee's Signature Date

Employee Comments:

APPENDIX III

SUMMARY OF RIGHTS AND DUTIES UNDER THE UNIFORMED SERVICES EMPLOYMENT AND RE-EMPLOYMENT RIGHTS ACT OF 1994 AND THE NEW YORK MILITARY LAW

Recognizing the substantial contribution that the men and women enrolled in the armed forces make to our country, there are federal and state laws which protect the employment interests of public employees who serve in the armed forces*. As a general rule, these laws provide that public employees who enlist or are drafted into military service and who leave a position, other than a temporary position, are entitled to reinstatement to that position, if they: (a) receive an honorable or general discharge; (b) apply for re-employment within specific time frames dependent on their length of military service; and (c) are qualified to perform the duties of their former position or a comparable position with reasonable training efforts by the employer.

Eligible veterans who apply for reinstatement generally must be reinstated to the position which they held before entering military service or a position of like seniority, status and pay, provided they are qualified to perform the duties of the position to which they are returning. An eligible veteran who is not qualified to perform the duties of his or her former position because of a disability sustained during military service must be offered, as a general rule, employment in a position that most nearly approximates the seniority, status and pay of his or her former position and involves duties that he or she is qualified, or with reasonable efforts could become qualified, to perform. An employer, however is not required to reinstate an eligible veteran if its circumstances have so changed "as to make it impossible or unreasonable to do so", or if reinstatement of a veteran who is not qualified for the position would pose an undue hardship. Clearly, issues concerning a particular employee's continued ability to perform the duties of his or her former position or an employer's "changed circumstances" must be evaluated on a case-by-case basis and turn upon the particular facts and circumstances.

Eligible veterans who are reinstated to their former positions are entitled to certain rights upon reinstatement. As a general rule, returning veterans are considered to have been on leave of absence during the period of their military service and are entitled: (a) to be reemployed without loss of seniority; (b) to participate in insurance or other benefits which, at the time the eligible veteran entered the military service, the employer offered to employees on leave of absence; (c) to be protected against discharge without cause within one year (for service more than 180 days) and within six months (for service more than 30 but less than 181 days) after their re-employment; and (d) to receive wages and other benefits at the rate they would have enjoyed had they continued in their employer's employ from the time they entered the military service to the time of their reemployment.

Under New York Military Law Section 242(5), "public employees" are entitled to receive their normal compensation from their employer while on "ordered military duty" not exceeding a total of thirty (30 days or twenty-two (22) working days, whichever is greater. Both federal and New York law require public employers to excuse from employment any employee called to duty in the National Guard or in the reserves of any branch of the armed forces. As a general rule, employers must permit their employees to participate in military reserve training.

This appendix summarizes in a general way the various provisions of the federal and state laws governing military leave. See Uniformed Services Employment and Re-Employment Rights Act of 1994; Veterans, Re-Employment Rights Act, 38 USC Section 2021 et seq.; New York Military Law Subsection 242 and 243. Of course, the actual statutory provisions govern any particular circumstance, and employees who want information about the laws' application to them should review the precise terms of the statues and consult with legal counsel.