

Agreement

between

The Town of Webster

and



Clerk's Unit

July 1, 2007 – June 30, 2010

TABLE OF CONTENTS

| | |
|--|----|
| ARTICLE 1 – RECOGNITION | 1 |
| ARTICLE 2 – MANAGEMENT RIGHTS | 1 |
| ARTICLE 3 – AGENCY SERVICE FEE | 1 |
| ARTICLE 4 – DUES CHECK OFF | 1 |
| ARTICLE 5 – HOURS OF WORK | 2 |
| ARTICLE 6 – WORK WEEK..... | 2 |
| ARTICLE 7 – EMPLOYEE PERFORMANCE EVALUATIONS | 2 |
| ARTICLE 8 – WORK SITE..... | 3 |
| ARTICLE 9 – OVERTIME..... | 3 |
| ARTICLE 10 – HOLIDAYS..... | 3 |
| ARTICLE 11 -- HALF-DAY HOLIDAYS | 4 |
| ARTICLE 12 – HOLIDAY ELIGIBILITY..... | 4 |
| ARTICLE 13 – JURY DUTY | 4 |
| ARTICLE 14 – MATERNITY / PATERNITY | 5 |
| ARTICLE 15 – BEREAVEMENT LEAVE | 5 |
| ARTICLE 16 – SICK LEAVE | 5 |
| ARTICLE 17 – SAFETY | 6 |
| ARTICLE 18 – LEAVE OF ABSENCE..... | 6 |
| ARTICLE 19 – NON-DISCRIMINATION | 6 |
| ARTICLE 20 – DISCIPLINE AND DISCHARGE..... | 6 |
| ARTICLE 21 – GRIEVANCE PROCEDURE | 7 |
| ARTICLE 22 – STEWARD’S TIME..... | 8 |
| ARTICLE 23 – UNION ACTIVITIES | 8 |
| ARTICLE 24 – SENIORITY | 8 |
| ARTICLE 25 – RECALL AFTER LAYOFF..... | 8 |
| ARTICLE 26 – PERSONAL DAYS..... | 9 |
| ARTICLE 27 – JOB BIDDING | 9 |
| ARTICLE 28 – TRAINING | 9 |
| ARTICLE 29 – VACATIONS | 10 |
| ARTICLE 30 – PROTECTED RIGHTS..... | 10 |

| | |
|--|----|
| ARTICLE 31 – PART-TIME POSITIONS..... | 10 |
| ARTICLE 32 – HIGHER CLASSIFICATION PAY..... | 11 |
| ARTICLE 33 – WAGES | 11 |
| ARTICLE 34 – WAGE SCALE..... | 11 |
| ARTICLE 35 – DISPATCHERS / SPECIAL PROVISIONS..... | 12 |
| ARTICLE 36 - LONGEVITY | 13 |
| ARTICLE 37 – REDUCTION IN FORCE | 13 |
| ARTICLE 38 - PROBATIONARY PERIOD | 15 |
| ARTICLE 39 – HEALTH INSURANCE | 16 |
| ARTICLE 40 – FAMILY MEDICAL LEAVE ACT..... | 17 |
| ARTICLE 41 - RECLASSIFICATION | 17 |
| ARTICLE 42 – EMPLOYEE EVALUATIONS..... | 17 |
| ARTICLE 43 - TERMINATION | 18 |
| APPENDIX A..... | 19 |

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 the following unit: all permanent full-time dispatchers and permanent part-time (at least twenty (20) hours per week) dispatchers and all clerks, including the Assistant Town Accountant, Assistant Town Clerk, Assistant Town Treasurer, Assistant Librarian, Library Assistant, Assistant Children's Librarian, and excluding the Town Clerk, the Selectmen's Confidential Secretary and all other Town employees (MCR-1148).

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 (30th) day following the beginning of employment, or the thirtieth (30th) day following formal execution of the Agreement, each employee of the bargaining unit who is not a member in good standing of the Union, shall be required as a condition of employment, to 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 so 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 dispatchers and DPW Clerks.

When there is a Monday holiday, one ½ hour will be added to the workday for Tuesday, Wednesday, and Thursday resulting in the following schedule:

Hours for Monday holiday weeks:

- Monday 7.5 hours holiday pay
- Tuesday 8 hours, from 8 a.m. to 4:30 p.m.
- Wednesday 8 hours, from 8 a.m. to 4:30 p.m.
- Thursday 8 hours, from 8 a.m. to 4:30 p.m.
- Friday 3.5 hours, from 8:30 a.m. to 12 noon

ARTICLE 6 – WORK WEEK

Five consecutive work days (Monday through Friday) will constitute the work week; provided, however, that Saturday is also a work day 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.

ARTICLE 7 – EMPLOYEE PERFORMANCE EVALUATIONS

Employee performance assessments are a standard used to measure and record the capabilities of bargaining unit members. By evaluation 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, Highway Garage, and the Dispatch Center 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 ½) their regular rate of pay for all hours worked in excess of eight (8) hours in one day, and/or forty (40) hours in one week. The exception to this rule is the so-called "long day" in which employees shall work 9 hours on a Monday at straight time.

An Employee may elect to take compensatory time off in lieu of overtime pay. Compensatory time shall accumulate at one and one-half (1 ½) 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.

ARTICLE 10 – HOLIDAYS

Holidays recognized and observed as paid holidays for employees:

| | |
|------------------------|------------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Columbus Day |
| Washington's Birthday | Veterans' Day |
| Good Friday | Thanksgiving Day |
| Patriots' Day | Day after Thanksgiving |
| Memorial Day | Christmas Day |
| Independence 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, except for dispatchers, 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 – HALF-DAY HOLIDAYS

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. Dispatchers will be allowed to combine the half-day holidays into a full "floating" holiday. The Dispatcher's floating holiday shall be used during the contract year in which it was earned.

ARTICLE 12 – 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) work days 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 13 – 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 14 – 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 five (5) 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 15 – BEREAVEMENT LEAVE

In case of death in the immediate family, an employee shall be granted up to four (4) working days off without loss of pay. Immediate family shall include spouse, child, mother, father, brother, sister, step-parents, step-children, 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 one (1) day's leave for attendance at the funeral.

ARTICLE 16 – SICK LEAVE

Any permanent and/or full-time employee will be allowed sick leave at the rate of one and one-half (1 ½) days per month cumulative to one hundred fifty (150) days. 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 than one hundred twenty (120) unused sick leave days at his/her regular hourly rate of pay.

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

7 days or less sick days used per contract year – payment for 3 working days
8 days or less sick days used per contract year – payment for 2 working days
9 days or less sick days used per contract year – payment for 1 working day

PAYMENTS SHALL BE MADE BY JULY 31 OF EACH CONTRACT YEAR, following the year the days are earned. All sick leave shall be accrued on an hourly basis.

ARTICLE 17 – 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 18 – 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 19 – 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 20 – 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.

Any employee who comes to work drunk may be immediately suspended for one (1) day.

ARTICLE 21 – 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 22 – STEWARD’S TIME

The Steward shall be allowed a reasonable amount of time to conduct Union affairs, 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 ½) hours per week. In case of a major dispute, the Steward’s time may be extended another two hours per week.

ARTICLE 23 – 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, for the purpose of attending Union trainings, events, or conventions.

ARTICLE 24 – 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 Town Clerk’s bargaining unit, such as library employees and dispatchers, 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 25 – 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 26 – PERSONAL DAYS

All employees covered by this Agreement shall be entitled to three (3) personal days a year. Personal days can be used any time during the year. Request will be made by an employee to his Department Head and answered within twenty-four (24) hours.

Personal leave shall not be unreasonably denied. Personal leave cannot be used to extend vacations or holiday leave.

All personal leave shall be accrued on an hourly basis.

ARTICLE 27 – 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. 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 28 – 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 29 – 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 on the basis of 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.

Vacation time shall be taken in increments of two (2) hours or more and in the case of dispatchers, vacation time shall be taken in increments of four (4) hours or more.

ARTICLE 30 – PROTECTED RIGHTS

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

ARTICLE 31 – 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 32 – 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 thirty (30) 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 thirty (30) days, the employee shall not receive the higher classification pay. If for any reason, the absent employee does not return on the thirtieth (30th) day, the employee assigned to perform the higher classification work will receive the higher classification rate of pay on the thirtieth (30th) day of the employee's absence.

Payment for higher classification work shall be at the step in the higher classification that is at least twenty-five cents (\$0.25) per hour greater than the employee's regular hourly rate.

ARTICLE 33 – WAGES

Effective July 1, 2007, all bargaining unit employees shall receive a 3% increase across the board. This raise shall be retroactive to the aforementioned date.

Effective July 1, 2008, all bargaining unit employees shall receive a 3% increase across the board.

Effective July 1, 2009, all bargaining unit employees shall receive a 3% increase across the board.

ARTICLE 34 – WAGE SCALE

A wage scale which shall be effective July 1, 2007 shall be attached to this contract as Exhibit A.

All dispatchers working 4:00 p.m. to 12:00 a.m. shall receive \$0.80 per hour shift differential and all dispatchers working 12:00 a.m. to 8:00 a.m. shall receive \$1.00 per hour shift differential.

ARTICLE 35 – DISPATCHERS / SPECIAL PROVISIONS

Notwithstanding anything contained in this Agreement to the contrary, the following special provisions shall apply to the dispatchers:

1. Dispatchers will be assigned to work forty (40) hours per week, Monday through Friday. Shifts on Saturday and Sunday may be filled with non-bargaining, “per diem” employees.
2. The last paragraph of Article 10, relative to holidays, shall not apply to the dispatchers. Additionally, in order to be entitled to double pay for working a scheduled shift on which a holiday occurs, a dispatcher must work his or her regularly scheduled shifts immediately prior to and after the holiday shift, unless excused by authorized vacation leave, bereavement leave, jury duty, personal day or maternity leave. Dispatchers who work on a holiday shall have the option to take compensatory time off (comp time) at straight time rates (i.e., one day of comp time for one day of work on a holiday) in lieu of the extra day’s pay; such comp time shall be taken within ninety (90) days of the holiday and in any event prior to the end of the fiscal year.
3. Effective July 1, 2008, the Town shall provide a clothing allowance in the amount of \$750.00 to all full-time dispatchers.

Effective July 1, 2009, the Town shall provide a clothing allowance in the amount of \$825.00 to all full-time dispatchers.

Lump sum non-taxable payments shall be made to each employee eligible for such payment by the first pay period in October of the applicable fiscal year.

4. Dispatchers do not have an exclusive right to perform dispatching duties, and dispatching duties may be performed by non-bargaining unit personnel. However, dispatchers have the right to perform dispatching duties, and dispatching duties may be performed by non-bargaining unit personnel. However, dispatchers have the right of first refusal for all overtime opportunities for dispatching work and dispatchers will be allowed to work fully their regularly assigned shifts. As part of their dispatching duties, the dispatchers shall also be required to perform such routine desk and dispatch center duties as may be assigned by the Police Chief or Fire Chief.
5. Notwithstanding the above, non-bargaining “per diem” employees may be used to cover the remainder of regular working shifts of four (4) hours or less and bargaining unit dispatchers shall not have the right of first refusal in these instances.
6. The following procedure will be utilized to contact matrons:
 1. Officer in charge will notify dispatcher to call in a matron unless a female dispatcher is working.
 2. Dispatchers will call matrons listed on department phone directory.

3. If the dispatcher is unable to contact a department matron, the dispatcher will contact adjacent communities to secure a matron.
4. Contact adjacent communities to request that the female prisoner be transferred to a lock-up where a female dispatcher is on duty.
5. When unable to accomplish any of the above, and there is a male dispatcher on duty, a female officer on shift will assist the male dispatcher with any female prisoner duties and monitoring.

If, within the duration of this contract, the Town wishes to alter the Dispatcher schedule, the contract shall be reopened for the purposes of negotiating that sole issue.

ARTICLE 36 - LONGEVITY

Effective July 1, 2007, the following longevity schedule shall be implemented for employees:

- a. \$ 700.00 incentive after 7 years of service.
- b. \$1,000.00 incentive after 10 years of service.
- c. \$1,500.00 incentive after 15 years of service.
- d. \$2,000.00 incentive after 20 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 37 – 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 three distinct job units within which bargaining unit employees are assigned (i.e., Town Hall, Library and Dispatch).

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., and Clerk cannot bump a Senior Clerk), or into a position in a different job unit (e.g., a Town Hall employee cannot bump a Dispatcher; a Dispatcher 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 38 - 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.

Effective July 1, 2006, any permanent employee who is entitled to a step increase within the fiscal year shall be paid such increase on July 1, 2006 and on July 1 of each subsequent year of the contract instead of his/her anniversary date regardless of the employee's date of hire.

ARTICLE 39 – HEALTH INSURANCE

BLUECROSS / BLUE SHIELD

Employees who are enrolled in a town medical insurance plan shall contribute 20% of the premium cost for Fiscal Year 2008.

Effective July 1, 2008, and for the duration of this Agreement, employees who are enrolled in a town medical insurance plan shall contribute 25% of the premium cost.

DENTAL / 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 premium conversion 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. Proof of change in insurance status 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 employer and the Town to ensure that the employee has been compensated but not overcompensated, for any waiver elected in this section.

Notice of the intent to waive insurance coverage must be sent to the Town Treasurer not later than October 1, to be effective on January 1 of each contract year. The election to waive coverage shall be approved after the employee has provided the Town with proof of alternative Insurance coverage. Waiver of insurance coverage procedures must be acceptable to the applicable insurance carrier.

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

ARTICLE 40 – 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 41 - RECLASSIFICATION

Upon ratification of the contract, the positions of Clerk in the Board of Assessors' office and Collector's office will be restored to Senior Clerk positions.

ARTICLE 42 – EMPLOYEE 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 know 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.

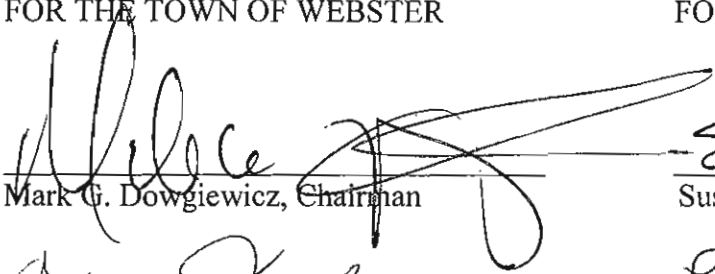
ARTICLE 43 - TERMINATION


This contract shall take effect on July 1, 2007 and shall remain in effect up to and including June 30, 2010. The contract shall renew itself from year to year thereafter, unless either party to the Agreement gives written notice by registered or certified mail to the other party at least sixty (60) days prior to the expiration of this Agreement. Pending renegotiating, this contract will remain in effect.

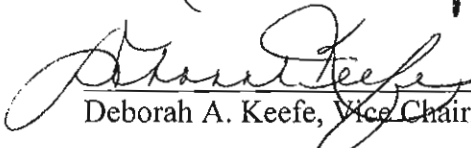
SIGNED AND SEALED on this 17th day of December, 2007.

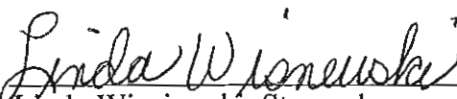
FOR THE TOWN OF WEBSTER

FOR LOCAL 888


Mark G. Dowgiewicz, Chairman


Susana Segat, President, SEIU 888


Deborah A. Keefe, Vice Chairman

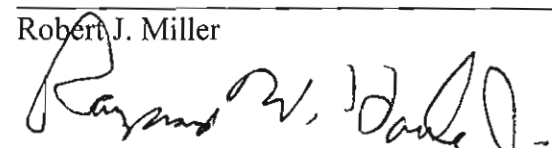

Linda Wisniewski, Steward


Irene A. Martel, Clerk

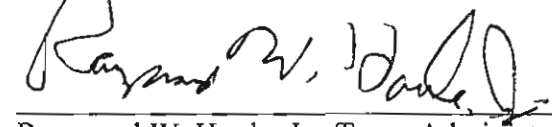

Norma Bembenek

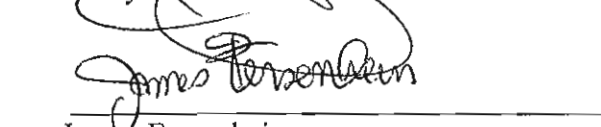

Charles R. Cormier

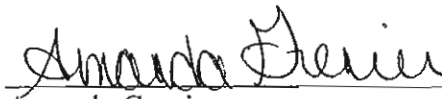

Joanne Korostek


Robert J. Miller


Ruby Jones


Raymond W. Houle, Jr., Town Administrator


James Fersenheim


Amanda Grenier


Shannan Weston, SEIU Local 888

APPENDIX A

JULY 1, 2007 TO JUNE 30, 2008

| | <u>STEP 1</u> | <u>STEP 2</u> | <u>STEP 3</u> | <u>STEP 4</u> | <u>STEP 5</u> | <u>STEP 6</u> |
|--------------------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Clerk | \$16.45 | \$16.78 | \$17.12 | \$17.46 | \$17.82 | \$18.19 |
| Senior Clerk | \$18.18 | \$18.55 | \$18.94 | \$19.32 | \$19.71 | \$20.12 |
| Principal Clerk | \$19.81 | \$20.22 | \$20.63 | \$21.05 | \$21.48 | \$21.92 |
| Dispatcher | \$19.81 | \$20.22 | \$20.63 | \$21.05 | \$21.48 | \$21.92 |
| Youth Services Librarian | \$19.81 | \$20.22 | \$20.63 | \$21.05 | \$21.48 | \$21.92 |
| Assistant | \$21.80 | \$22.24 | \$22.70 | \$23.17 | \$23.64 | \$24.12 |
| Adult Services Librarian | \$21.80 | \$22.24 | \$22.70 | \$23.17 | \$23.64 | \$24.12 |

JULY 1, 2008 TO JUNE 30, 2009

| | <u>STEP 1</u> | <u>STEP 2</u> | <u>STEP 3</u> | <u>STEP 4</u> | <u>STEP 5</u> | <u>STEP 6</u> |
|--------------------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Clerk | \$16.94 | \$17.29 | \$17.64 | \$17.99 | \$18.36 | \$18.74 |
| Senior Clerk | \$18.73 | \$19.11 | \$19.51 | \$19.90 | \$20.30 | \$20.72 |
| Principal Clerk | \$20.41 | \$20.82 | \$21.25 | \$21.68 | \$22.13 | \$22.58 |
| Dispatcher | \$20.41 | \$20.82 | \$21.25 | \$21.68 | \$22.13 | \$22.58 |
| Youth Services Librarian | \$20.41 | \$20.82 | \$21.25 | \$21.68 | \$22.13 | \$22.58 |
| Assistant | \$22.45 | \$22.90 | \$23.38 | \$23.86 | \$24.34 | \$24.84 |
| Adult Services Librarian | \$22.45 | \$22.90 | \$23.38 | \$23.86 | \$24.34 | \$24.84 |

JULY 1, 2009 TO JUNE 30, 2010

| | <u>STEP 1</u> | <u>STEP 2</u> | <u>STEP 3</u> | <u>STEP 4</u> | <u>STEP 5</u> | <u>STEP 6</u> |
|--------------------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Clerk | \$17.45 | \$17.81 | \$18.17 | \$18.53 | \$18.91 | \$19.30 |
| Senior Clerk | \$19.29 | \$19.68 | \$20.09 | \$20.50 | \$20.91 | \$21.34 |
| Principal Clerk | \$21.02 | \$21.45 | \$21.89 | \$22.33 | \$22.79 | \$23.26 |
| Dispatcher | \$21.02 | \$21.45 | \$21.89 | \$22.33 | \$22.79 | \$23.26 |
| Youth Services Librarian | \$21.02 | \$21.45 | \$21.89 | \$22.33 | \$22.79 | \$23.26 |
| Assistant | \$23.13 | \$23.59 | \$24.08 | \$24.58 | \$25.08 | \$25.59 |
| Adult Services Librarian | \$23.13 | \$23.59 | \$24.08 | \$24.58 | \$25.08 | \$25.59 |