

COLLECTIVE BARGAINING AGREEMENT

between

TOWN OF COLCHESTER

and

LOCAL 1303-448 CONNECTICUT COUNCIL 4
AMERICAN FEDERAL OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO

LIBRARY EMPLOYEES

JULY 1, 2019 THROUGH JUNE 30, 2020

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This Agreement is entered into by and between the Town of Colchester, Connecticut, hereinafter referred to as the "Town," and Local 1303-448 of Council 4, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union".

ARTICLE I - RECOGNITION AND SCOPE OF AGREEMENT

1.1 The Town recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining on all matters of wages, hours of employment and other conditions of employment for all employees employed by the Town at the Cragin Memorial Library working twenty (20) hours or more per week, excluding the Library Director, library pages working less than twenty (20) hours per week and other employees excluded under the Connecticut Municipal Employees Relations Act.

ARTICLE II - RIGHTS OF MANAGEMENT

2.1 The Town retains any and all rights and prerogatives of management it enjoyed prior to the execution of this Agreement except as specifically and expressly limited or modified by the provisions of this Agreement.

2.2 The Town shall have the right to hire, discipline, discharge, lay off, assign, promote, direct and control its employees and the operations, methods and management of Town business and the operations of the Cragin Memorial Library, and the Town's decision in such matters shall not be subject to contest or review, except as otherwise specifically and expressly provided herein.

2.3 The Town may continue, and may from time to time make or change, such rules or regulations as it deems appropriate for the conduct of Town and/or Cragin Memorial Library business, provided that same are not inconsistent with any specific and express provisions of this Agreement. All such rules and regulations shall be observed by the employees.

2.4 Nothing herein contained shall prevent supervisors, volunteers, interns or workfare employees from performing duties of bargaining unit employees covered by this Agreement provided that such use shall not directly result in the layoff of a bargaining unit employee.

ARTICLE III - UNION SECURITY

3.1 Employees in the bargaining unit may elect to become members of the Union.

3.2 Upon receipt of an employee's signed authorization form to deduct membership dues or voluntary agency fees, a copy of which is attached to this Agreement as Appendix A, the Town shall deduct from the employee's pay, on a biweekly basis, in equal installments, such membership dues or voluntary agency fees as the Union shall determine. Council 4 reserves the right to modify or replace any such authorization form. Such deductions shall continue unless the Town is notified in writing by Council 4 that the employee is no longer a member or voluntary agency fee payer. The Union agrees to hold the Town harmless from damages arising from the making of authorized deductions.

3.3 (a) Such payroll deductions, as provided herein, shall be remitted to the Council 4 Office of the Union by the fifteenth (15th) day of the next month following the month in which such dues were deducted along with a list of names of employees from whom the deductions have been made.

(b) New employees may sign a payroll deduction card at the time of hire, effective the first payroll following completion of thirty (30) days of employment. It is the responsibility of the Union President to have the card completed and transmit same to the Accounting Department. The Financial Officer of the Union shall notify the Town in writing of the amount of the uniform dues or service fees to be deducted.

3.4 The Union shall indemnify the Town and the Cragin Memorial Library or agent or employee of the Town and/or Library and hold them harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of, any action taken by the Town or Cragin Memorial Library or agent or employee of the Town and/or Library for the purpose of complying with the provisions of this Article. The Union will refund to the Town any amount paid to the Union in error on account of the dues deduction provision.

3.5 The Town shall provide one copy of the contract to each employee upon request. New employees shall be supplied a copy of the contract at the time they are hired. The Union shall be supplied with one (1) signed and one (1) electronic copy of the contract within thirty (30) days from the date it is signed.

3.6 (a) The Town agrees to provide a bulletin board in an area mutually agreeable to the Town and Union. The bulletin board shall be used for posting Union notices and shall be restricted to the following:

1. Notices of Union recreational and social activities;
2. Notices of Union elections and results of such elections;
3. Notice of Union appointments;
4. Notice of Union meetings and reports and minutes thereof;
5. Job postings by the Town;
6. If the Union desires to post any other information or material, the Union shall first submit same to the First Selectman for his/her approval. The First Selectman shall have the sole discretion to approve or disapprove said posting.

(b) Prior to posting any notice on the Union bulletin board, the Union shall file one (1) copy of said notice with the First Selectman.

3.7 The Union shall have reasonable access to work locations for purposes of processing grievances or concerning matters within the scope of representation provided that the supervisor of such work location is notified prior to entry. Such access shall not interfere with the work process, safety, or security of the work location.

ARTICLE IV - DISCIPLINE AND DISCHARGE

4.1 The disciplining of employees for breach of the rules, policies or practices of the Town and/or Cragin Memorial Library is the right of management.

4.2 Each new employee shall serve a probationary period which shall consist of ninety (90) days of work. During such probationary period, an employee may be disciplined or discharged at the Town's discretion, and such discipline or discharge shall not be subject to the grievance or arbitration procedures of this Agreement.

4.3 No employee shall be discharged or otherwise disciplined without just cause.

4.4 Disciplinary actions or measures will normally include, but may not necessarily include, any of the following depending upon the conduct in question:

- (a) oral reprimand,
- (b) written reprimand,
- (c) suspension, or
- (d) discharge.

ARTICLE V - SENIORITY

5.1 For Employees hired on or after March 1, 2011, an employee's seniority shall be based upon his/her length of continuous full-time service within his/her job classification within the bargaining unit beginning on the employee's last date of hire in such classification. For employees hired prior to March 1, 2011, an employee's seniority shall be based upon his/her length of continuous full-time service with the Library.

Seniority shall be broken by:

- (a) Voluntary resignation,
- (b) Discharge for cause,
- (c) Unauthorized absence without notifying the Town in writing, unless failure to do so is for reasons beyond the employee's control,
- (d) Layoff for a period of more than six (6) months, or
- (e) Strikes or other forms of work stoppage.

5.2 If seniority is broken, the employee shall be considered a new hire for all purposes if employment subsequently resumes.

5.3 When an employee has completed his/her probationary period, he/she shall be placed on the seniority list from the date of his/her most recent hire within his/her classification, in accordance with Section 5.1.

5.4 Full-time service shall mean at least thirty-five (35) hours of work per week inclusive of lunch. Part-time service shall mean at least twenty (20) hours of work per week provided that only part-time employees who work more than thirty (30) hours per week shall be eligible for pro-rated fringe benefits (vacation, holidays, sick leave, life insurance and participation in defined contribution retirement plans) as provided in this Agreement. Part-time service shall be pro-rated and credited for seniority purposes. Employees moving from part-time to full-time status will be credited for all part-time accrued seniority.

ARTICLE VI - VACANCIES

6.1 Full-time Vacancy. For the purposes of this Article, a full-time vacancy is created when the Town determines to increase the work force by creating a new position or by filling a vacancy in an existing position.

6.2 Posting. Prior to filling any vacant bargaining unit position, the employer shall first send notice of any such vacancy to the Union and the Union-designated stewards and shall concurrently post a notice of the vacancy on the bulletin boards it ordinarily uses to notify bargaining unit employees. Such notice shall be posted for not less than five (5) calendar days, and the position shall not be filled prior to the expiration of the posting period but nothing will preclude the Town from concurrently posting or

advertising, outside of the bargaining unit. In no situation will outside applicants be interviewed prior to interviewing bargaining unit applicants. The Town shall have the right to select the best qualified candidate, as the Town deems appropriate based on the relative skill, experience and/or ability of the applicants, irrespective of their status as an internal or external candidate.

ARTICLE VII - LAYOFF AND VOLUNTARY QUIT

7.1 The Town may lay off employees within its discretion for any business reason. The Town will provide thirty (30) calendar days' notice in advance of a layoff to the Union President and affected employee.

7.2 If it is determined by the Town that layoffs are necessary, employees will be laid off as follows:

- (a) probationary employees;
- (b) thereafter; by classification in the sole discretion of the First Selectman, based on inverse order of seniority within the classification.

7.3 Layoffs shall take effect, as set forth in Section 7.2. Laid-off bargaining unit employees shall have recall rights to the position which they held at the time of layoff for a period of up to twelve (12) months from the date of layoff. No new employees shall be hired in those classifications until the affected employees have been given an opportunity to return to work. Five (5) calendar days written notification sent certified return receipt to the last known address shall be sufficient notification of the opportunity for recall. If no reply is received within ten (10) calendar days after the mailing of notification, or if the employee declines the recall opportunity within such time period, then the employee shall forfeit all recall rights. Returning employees, under the provisions of this section, must return to work no later than fifteen (15) work days from the date of the mailing of the notification.

ARTICLE VIII - WAGES

8.1 Effective on the signing of this Agreement, the wage rates for all bargaining unit employees shall be those in effect on June 30, 2019 resulting in the wage schedules set forth in Appendix B, subject to the following:

There shall be a two and one quarter percent (2.25%) general wage increase applied to the wage rates in effect on June 30, 2019 during the July 1, 2019 through June 30, 2020 fiscal year.

8.2 Employees shall have all wages and other payments earned by an employee deposited directly to a bank or credit union account of the employee's choosing, on the normal paydays for such wages and other payments.

8.3 After the completion of the fifth (5th) year of service, longevity compensation shall be paid in the first payroll of each fiscal year as follows:

6 th to 9 th year	\$450.00
10 th to 14 th year	\$500.00
15 th to 19 th year	\$600.00
20 years or more	\$750.00

Employees hired on or after July 1, 2013 shall not be eligible for longevity pay.

Longevity payments, like all other payments, shall be made by way of direct deposit into an account designated by the employee.

ARTICLE IX - HOURS

9.1 Due to the nature of the Town's duties and responsibilities in providing services to the community, the Union agrees that in cases of unusual job requirements or emergencies starting time may be staggered to meet varying needs of the Town.

9.2 The work schedule shall be set according to availability of funds and to meet the needs of the Cragin Memorial Library, including but not limited to staffing service desks, conducting programs, attending meetings and representing the Cragin Memorial Library in the community. In order to meet these needs, work hours will include evening and weekend hours.

9.3 The regular hours of employment for full-time bargaining unit employees shall be thirty-five (35) hours per week. The regular hours for part-time bargaining unit employees shall be twenty (20) hours to thirty-four (34) hours per week. The hours of work will be scheduled generally between the hours of 9:00 a.m. and 9:00 p.m. Monday through Thursday and generally between the hours of 9:00 a.m. and 6:00 p.m. Friday and Saturday. Full-time employees working shall receive a ½ hour paid lunch break each working day in accordance with existing practice. Employees may request to revise their work schedule if necessary subject to the approval of and in the sole discretion of the Library Director or his or her designee. The denial of any such request to revise the schedule shall not be subject to the grievance and arbitration provisions of this Agreement.

9.4 Full-time employees will be required to work at least one night per week. Part-time employees may be required to work multiple nights during any one week.

9.5 Full-time employees will work one Saturday in every four week period. Part-time employees may be scheduled to work between one and four Saturdays per month. The Library Director or his/her designee will adjust the rotation so that holiday weekends will be evenly distributed.

9.6 In the event that Sunday hours are established by the Town in its discretion, the Town and the Union shall negotiate the terms of Sunday work hours.

9.7 The Library Director shall determine when overtime shall be worked. Overtime assignments shall be on a rotational basis by seniority in the same job classification. Employees who may be required to return to work, outside their normally scheduled hours, shall be paid no less than two (2) hours at his/her straight time hourly rate, unless otherwise eligible for overtime for such hours worked.

9.8 Hours authorized by the Library Director or his/her designee worked in excess of forty (40) hours in a work week shall be regarded as overtime and shall be paid for at the rate of one and one-half times the employee's regular hourly rate.

9.9 There shall be no pyramiding or duplication of overtime or premium payments for the same hours worked.

9.10 Nothing in this Article shall in any way restrict the right of the Town to increase or decrease the number of hours of work per week for any bargaining unit position at any time. In the event that the weekly hours of work for any bargaining unit position(s) are to be reduced through the regular annual budget process or at any time throughout the fiscal year, the Town shall notify the Union and the employee in the affected position at least fourteen (14) calendar days in advance of the implementation of any reduction in hours. During such fourteen (14) calendar days, the parties shall meet and discuss the reasons for such anticipated reduction in hours.

ARTICLE X - HOLIDAYS

10.1 The Town will recognize the following days as paid holidays for all employees regularly scheduled to work at least thirty (30) hours per week:

New Year's Eve (1/2 day)
New Year's Day
Martin Luther King Day
Lincoln's Birthday (Floater)
Presidents' Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve (1/2 Day)
Christmas Day

Lincoln's Birthday will be treated as a floating holiday at the employee's option with the prior approval of the First Selectman. Any such floating holiday to be scheduled by mutual agreement, at least two weeks in advance, by the employee and the First Selectman or his/her designee.

10.2 Payment for each holiday will be at the employee's regular rate of pay for the average daily straight time hours worked.

10.3 An employee working on a holiday shall be paid his/her regular straight time pay in addition to any holiday pay the employee is entitled to receive.

10.4 In order to qualify for holiday pay, an employee must work his/her scheduled workday before and after such holiday, unless the absence is authorized by the employee's supervisor or occasioned by a bona fide illness and a doctor's note confirming the illness, if requested by the Town.

10.5 Whenever any of the holidays listed in Article 10.1 occurs while an employee is on a leave of absence for illness that has been authorized by the Town, the employee shall accept the day as a holiday with no charge to sick leave.

10.6 When a holiday occurs during a regularly approved vacation, said day shall be treated as a holiday and shall not be charged against the employee's earned vacation time.

10.7 Employees shall be eligible to receive holiday pay upon hire.

ARTICLE XI - VACATION

11.1 (a) All full-time employees shall receive their vacation time on January 1st of each year based on completed years of service as follows:

<u>Length of Service</u>	<u>Annual Vacation</u>
6 months-1 year	3 days
1 year	10 days
2 years	11 days
3 years	12 days
4 years	13 days
5 years	15 days
+1 day/year to tenth year (max 20 days)	

(b) Part-time employees regularly scheduled to work at least thirty (30) hours per week shall receive vacation on a pro-rated basis, based on the number of hours the employee is regularly scheduled to work.

(c) The vacation chart in section (a) above shall be interpreted as follows. After six months of employment, the employee shall be allotted three vacation days. On the employee's one year anniversary date, the employee is allotted an additional seven vacation days. In the next subsequent January, the employee shall be allotted ten vacation days and on the next employee anniversary date, one vacation day. Vacation days shall thereafter be allotted on January 1 based on years of service, with one additional day each year allotted on the employee's anniversary date.

11.2 The vacation period will be set by mutual agreement between the supervisor and the employees except that if there is a conflict, seniority shall govern preference within the department.

11.3 Requests for vacation shall be submitted to the employee's immediate supervisor in writing at least twenty (20) business days in advance. Vacation dates require approval by the First Selectman upon the recommendation of the employee's supervisor, giving consideration to the operating requirements of the Town and Cragin Memorial Library. Requests for vacation time during June, July or August must be submitted in writing to the employee's supervisor no later than April 20 of each year so that all requests of all employees may be considered and staffing needs met. Employees will be allowed to carry over accrued but not used vacation days up to a maximum of five (5) per year to a maximum accumulation of thirty (30) days.

11.4 Effective January 1 of each calendar year, each full-time employee will receive five (5) personal leave days. Employees hired during the year shall receive pro-rata personal leave days as follows:

Hired on or after January 1 through March 31 - 3 personal days
Hired on or after April 1 through June 30 - 2 personal days
Hired on or after July 1 through September 30 - 1 personal day
Hired on or after October 1 through December 31 - 0 personal days

Employees may not use personal leave during their probationary period. Part-time employees who are regularly scheduled to work at least thirty (30) hours per week shall be entitled to four (4) personal days per year. Personal days are to be used for transacting personal affairs which cannot be conducted during non-work hours.

11.5 In extenuating circumstances and/or when deemed to be in the best interests of the Town, additional paid vacation leave may be granted at the sole discretion of the First Selectman.

ARTICLE XII - SICK LEAVE - INJURY LEAVE

12.1 Upon successful completion of the probationary period, full-time employees shall accrue sick leave at the rate of one (1) day per month, retroactive to the date of hire. Part-time employees who are regularly scheduled to work at least thirty (30) hours per week shall be entitled to sick leave on a pro-rated basis, based on the number of hours the employee is regularly scheduled to work. Illness necessitating absence from work shall be reported to the employee's supervisor as early as possible. For illnesses extending more than one day, the employee, if practical, must contact his/her supervisor for approval by 4:00 p.m. daily if he/she does not expect to report to work the next day. The Town (First Selectman and/or Library Director) may require a doctor's note confirming the illness after three (3) consecutive days of illness or where the Town suspect's abuse based on frequency of sick leave or a discernible pattern of sick leave.

12.2 Employees shall be allowed to accumulate up to sixty (60) days of sick leave. The rate of sick pay shall be the employee's regular straight-time hourly rate of pay in effect from the employee's regular job at the time sick leave is being taken. Sick leave may be taken for non-service connected personal illness or disability, which renders the employee unable to perform the duties of his or her position. For the purpose of bridging the ninety (90) day waiting period for Long Term Disability (LTD) insurance under Article 13, Section 13.8, employees may accumulate up to 30 additional days of sick leave which can also be drawn from in special circumstances involving serious health conditions at the discretion of the First Selectman.

12.3 Each employee who retires with ten (10) or more years of service with the Town will be paid for accumulated sick leave at the base rate of pay. Upon the death of a current employee, the employee's designated beneficiary shall be paid for accumulated sick leave at the base rate of pay.

12.4 Employees who sustain injuries which arise out of and in the course of their employment with the Town will be eligible for workers' compensation benefits in accordance with the provisions of the Workers' Compensation Act.

ARTICLE XIII - INSURANCE AND PENSION

13.1 Each full-time bargaining unit employee may elect single, two-person, or family coverage under the following medical benefit plan:

Eligible employees may elect coverage under a HDHP/HSA Plan with deductibles of Two Thousand Dollars (\$2,000) for single and Four Thousand Dollars (\$4,000) for two-person and family coverage. In and out-of-network benefits share the same deductible. For out-of-network the member will have an additional responsibility for twenty percent (20%) of the cost of services after deductible until the cost share maximum ("CSM")

reaches Four Thousand Dollars \$4,000 single (includes deductible) and Eight Thousand Dollars \$8,000 family (includes deductible). The CSM also includes prescription copays after deductible in the amount of five dollar (\$5) generic/ twenty-five dollar (\$25) formulary / forty dollars (\$40) non-formulary.

In the 2019-2020 fiscal year, the Town shall fund forty five percent (45%) of the deductible cost through a deposit to a Health Savings Account (“HSA”) for each eligible employee. Deductible deposits shall be made into each employees’ Health Savings Account (“HSA”) proportionately in four quarterly installments in July, October, January and April. Such funding shall continue until otherwise agreed or arbitrated.

Effective July 1, 2019, the premium share shall increase to nineteen percent (19%). Dental premium share contribution shall be the same as the health care premium share. For Medicare eligible employees over age 65, the Town shall establish a Health Reimbursement Account in lieu of the HSA and fund such account in the same amount as is funded for eligible employees participating in the HSA.

If the Town receives notice that the total cost of a group health plan or plans offered under this Agreement will trigger an excise tax under Internal Revenue Service Code 49801, or any other local, state or federal statute or regulation during the term of this Agreement, the Town and the Union will, upon the request of the Town, engage in mid-term negotiations regarding the impact of such excise tax, in accordance with the Municipal Employees Relations Act (MERA). Only the impact of such excise tax, as set forth in this Article would be subject to the reopener and no other provisions of the collective bargaining agreement would be opened for mid-term negotiations referred to in this paragraph.

Medical contribution credits equal to one percent (1%) of the applicable premium rates will be applied to employee payroll deductions if the employee is compliant with the Town’s Wellness program.

The Town’s Wellness Program requires employees to do the following in order to qualify for their Medical contribution credit:

- Have their physician complete a Preventive Health Attestation Form indicating they are current for age appropriate screenings:
 - Physical Exam
 - Breast Cancer Screening
 - Colon Cancer Screening
 - Cervical Cancer Screening
- Have their physician provide them with Biometrical Results including:
 - LDL, HDL, Total Cholesterol, Blood Glucose, Height, Weight, Body Mass Index, Waist Circumference, Blood Pressure, Pulse

Complete an on-line Health Risk Assessment, including Biometrical Results.

13.2 All references in this Agreement to types of benefits are solely for the purposes of description and identification, and in all cases the terms and provisions of the insurance policies themselves shall govern any claim. The Town shall provide a copy of the insurance plans to all employees covered by this Agreement.

13.3 The Town shall have the right to change medical plans, benefits, carriers' and to self-insure any of the benefits offered to bargaining unit employees provided that the benefits offered shall be no different than the benefits offered to non-union employees. Any change shall be made effective on July 1 of any contract year.

13.4 The Town shall maintain a plan under Section 125 of the Internal Revenue Code for the purpose of permitting employees to make their premium contributions on a pre-tax basis, to the extent provided by law.

13.5 (a) For non-Medicare eligible full-time employees who were hired prior to July 1, 2009 and who retire with a minimum of ten (10) years of service on or after July 1, 2009, medical coverage for the most cost-effective plan offered to Town employees shall be provided for the retiree and the retiree's spouse at the group rate for such benefits for a period not to exceed five (5) years or upon the retiree's eligibility for credible Medicare D coverage with the cost of the monthly premium paid by the retiree. Once an employee opts out of such plan coverage he or she will not be eligible for readmission.

(b) At such time as a retiree who retires on or after July 1, 2009 becomes eligible for Medicare, the Town shall provide for Medicare risk plan coverage as an alternative to Medicare with the cost of the monthly premium paid by the retiree as long as such plans are available to the Town. This section applies only to full-time employees who were hired prior to July 1, 2009 and who retire with a minimum of ten (10) years of service on or after July 1, 2009.

13.6 The Town may elect to implement a program of cost containment procedures (including, but not limited to, pre-admission review, admission planning services, admission and continued stay review, second surgical opinions and hospital bill audits). Prior to implementing any such program, the Town will provide informational sessions for employees.

13.7 (a) Full time employees who are regularly scheduled to work at least thirty-five (35) hours per week are eligible to participate in a Section 401 (a) Plan after satisfactory completion of the probationary period with the Town. Plan details will be provided to each eligible employee. The Town and the employee will each contribute 6 % of base pay *only* (not including overtime, etc.) after satisfactory completion of the probationary period with the Town. Employee contributions will be made on a pre-tax basis. The combined contribution by the Town and the Employee will not exceed the maximum allowed by law per year. Employees can voluntarily contribute more than the maximum percentages quoted above on an after tax-basis subject to annual limits allowed by law including pre-tax employer and employee contributions.

(b) Part-time employees who are regularly scheduled to work at least thirty (30) hours per week are eligible to participate in a Section 401(a) Plan after satisfactory completion of the probationary period with the Town. Plan details will be provided to each eligible employee. The Town and the employee will each contribute 4 % of base pay only (not including overtime, etc.) after satisfactory completion of the probationary period with the Town. Employee contributions will be made on a pre-tax basis. The combined contribution by the Town and the Employee will not exceed the maximum allowed by law per year. Employees can voluntarily contribute more than the maximum percentages quoted above on an after tax-basis subject to annual limits allowed by law including pre-tax employer and employee contributions.

(c) Full-time employees who are regularly scheduled to work at least thirty-five hours per week and part-time employees who are regularly scheduled to work at least thirty (30) hours per week shall have the option of contributing to the Town's Section 457 Plan after satisfactory completion of their probationary period. Upon completion of the probationary period with the Town, employees may contribute to the Town's 401(a) plan described in Section 13.6 (a) and (b) (as applicable) to the maximum contributions allowed by law per year. Plan details will be provided to each eligible employee. The Town will not make matching contributions to the 457 Plan.

(d) New employees who are hired on or after July 1, 2010 shall be subject to the following vesting schedule with respect to any benefits of the Town 401(a) plan:

- 1 Year of Participation in 401A Plan -- 20 % vested
- 2 Years of Participation in 401A Plan -- 40 % vested
- 3 Years of Participation in 401A Plan -- 60% vested
- 4 Years of Participation in 401A Plan -- 80% vested
- 5 Years of Participation in 401A Plan -- 100% vested

13.8 As set forth more fully in the long term disability plan design which will be made available to all full-time employees and part time employees who work at least 30 hours of work per week, an eligible employee who is disabled due to an accident or sickness which is not compensable under the Workers' Compensation Act and who has exhausted all of his/her paid leave benefits shall be eligible for weekly accident/sickness disability insurance payments up to 60 % of his/her base rate at the time of disability to a maximum of \$2,000 per month. These benefits will be offset by weekly workers' compensation benefits (not to include specific indemnity benefits covering specific loss or disfigurement), and other state or federally mandated benefits the employee receives. In no instance shall such benefits begin until after 90 days of disability. The Town reserves the right to terminate an employee while on disability if circumstances warrant such termination without violating state or federal law.

13.9 (a) Full-time employees who work at least 35 hours of work per week will be provided group life insurance in the amount of \$50,000.

(b) Each part-time employee who works at least 30 hours per week will be provided group life insurance in the amount of \$10,000.

ARTICLE XIV - BEREAVEMENT PAY

14.1 In the event of a death of an employee's immediate family member or in the event that an employee experiences a miscarriage, leave with pay not to exceed three (3) consecutive working days, beginning with the date of death and ending with and/or including the day after the funeral or final services, shall be granted to a full-time employee. "Immediate family" includes the employee's spouse, parent, child, grandparent, grandchild, mother-in-law, father-in-law, grandparent-in-law, brother-in-law, sister-in-law, brother, sister or any other relative who is living in the employee's household. Additional paid bereavement leave may be granted at the sole discretion of the First Selectman.

All full-time employees shall be granted leave with pay for a maximum of one (1) day to attend the funeral or final services of a niece, nephew, aunt or uncle.

Additional bereavement leave without pay may be given to a full-time employee at the discretion of the First Selectman, upon recommendation of the employee's supervisor.

14.2 To be eligible for such paid absence, an employee must notify the Town as early as possible prior to the first day of such absence.

ARTICLE XV - JURY DUTY

15.1 All employees who are called (not volunteered) to serve as jurors will receive their regular pay less their pay as a juror for each work day while on jury duty, which shall not include "on call" jury time when employees are able to be at work. The employees shall report for work for any portion of regular work day when he/she is not requested to be in court. The receipt of a subpoena or notice to report for jury duty must be reported immediately to the Town and the Town may request that the employee be excused or exempted from jury duty if, in the opinion of the Town the employee's services are essential at the time of the proposed jury service. To obtain reimbursement, the employee must present a statement from the Court showing the dates of jury service and jury fees received.

ARTICLE XVI - MILITARY RESERVE LEAVE

16.1 Military leave and the rights and benefits associated therewith shall be provided in accordance with State and Federal law (USERRA), as amended from time to time. Copies of active duty orders or a written request for a military reserve leave shall be provided to the First Selectman or his/her designee as soon as the employee is informed of the dates of the military training or service.

ARTICLE XVII - GRIEVANCE PROCEDURE AND ARBITRATION

17.1 For the purpose of this Agreement, the term "grievance" means any dispute between the Town and the employees, or the Union, concerning the application, claim of breach or violation of a specific provision of this Agreement.

17.2 Any such grievance shall be settled in accordance with the following grievance procedure:

- a. Step 1 - The aggrieved employee and/or his or her Steward or Representative shall, within fifteen (15) working days of the time the grievant knew, or reasonably should have known, of the event or condition giving rise to the grievance, file a written grievance with the Library Director in an effort to resolve the grievance immediately. The Library Director shall promptly meet with the aggrieved employee and/or his/her Steward or Representative upon receipt of the grievance in an attempt to adjust the grievance at once, and shall respond to the grievance in writing no later than ten (10) working days after receipt of the written grievance. Nothing herein shall be construed as prohibiting an employee from attempting to resolve the matter informally with his/her Director, prior to filing a written grievance.
- b. Step 2 - If the grievance is not settled at the first step, the aggrieved party or the Union may elect to file a written grievance within fifteen (15) working days of the Library Director's response, or the expiration of the time period for such response, with the First Selectman. The First Selectman will arrange a meeting with the grieving party and the Union within fifteen (15) working days after receiving the grievance in an attempt to resolve the grievance. If the grievance is not resolved by the First Selectman at that meeting, an answer will be submitted to the Union and the aggrieved, in writing, within ten (10) working days after the above meeting has been held.
- c. Step 3 - If the Union is not satisfied with the disposition of the grievance by the First Selectmen, it may submit said grievance within twenty (20) working days of receipt of the First Selectman's decision, or the expiration of the time period for such a decision, whichever is sooner, to the State

Board of Mediation and Arbitration for arbitration in accordance with its rules and procedures. The arbitrator shall have no power to add to, subtract from, delete or modify in any way any of the specific terms of this Agreement. The ruling of the arbitrator shall be binding upon both parties, as provided by law. Each party shall pay its own arbitration costs.

17.3 Nothing herein shall be construed as prohibiting an aggrieved party from handling his or her own grievance if he or she so desires, but no agreement shall be made that is contrary to any of the terms of this Agreement. Only the Union shall have the power to submit a grievance to arbitration.

17.4 The Employer shall allow the aggrieved employee(s) and a Union representative or officer the necessary time off without loss of pay to resolve any such grievance(s) in accordance with those procedures as set forth in 17.2 Steps 1 through 3.

17.5 All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

17.6 The time limits specified within this Article, except for the initial filing, may be extended by mutual agreement of the Union and the Town in writing.

ARTICLE XVIII - NO STRIKE - NO LOCKOUT

18.1 During the term of this Agreement, neither the employees nor the Union (or its members, agents, representatives, employees, or persons acting in concert with or participation with any of them), shall incite, encourage or participate in any strike, walkout, work stoppage, slowdown, picketing, boycott (primary or secondary), refusal to work, sympathy strike or other such interference with work or Town operations. The Town shall not lock out employees during the term of this Agreement.

18.2 The prohibition of this Article XVIII shall apply whether or not (a) the dispute giving rise to the prohibited conduct is subject to arbitration (b) such conduct is in protest of an alleged violation of any state or federal law.

18.3 If any conduct prohibited by this Article XVIII occurs, the Union will do everything within its power to terminate such conduct.

ARTICLE XIX - SEVERABILITY

19.1 Should any provision or part of this Agreement be declared or rendered illegal or unenforceable by legislative or judicial authority, the balance of the Agreement shall remain in full force and effect.

ARTICLE XX WORKPLACE CONDUCT

20.1 The Cragin Memorial Library and all bargaining unit employees agree to adhere to the American Library Association Code of Ethics and Library Bill of Rights as they may be amended from time to time.

20.2 Employees are encouraged to report all actions that do not conform to these standards to the Library Director or his/her designee.

ARTICLE XXI EVALUATIONS

21.1 The job performance of each employee shall be evaluated annually and/or more frequently as needed to address identified deficiencies in performance. The evaluation shall be conducted by the Library Director or his/her designee.

ARTICLE XXII DURATION

22.1 The Town and the Union agree that unless a particular provision is stated to be retroactive, this agreement shall be effective as of the date of signing and shall remain in full force and effect until June 30, 2020.

22.2 The parties agree that this Agreement shall automatically renew itself unless either party notifies the other no later than one hundred twenty (120) days from the expiration date above that it wishes to modify or change this Agreement in any manner.

ARTICLE XXIII FEDERAL, STATE AND MUNICIPAL LAWS AND REGULATIONS

23.1 The provisions of this Agreement shall be subject to, and shall not supersede, any federal, state or municipal law, regulation, ordinance or other now or hereafter issued or enacted.

TOWN OF COLCHESTER

LOCAL 1303-448 OF CONNECTICUT
COUNCIL 4, AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO

By: 

First Selectman

By: 

Union President

By: 

Council 4, AFSCME
Staff Representative

1/15/19

APPENDIX A

CONNECTICUT COUNCIL #4, AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPALEMPLOYEES AFL-CIO

AUTHORIZATION FOR PAYROLL DEDUCTION (PLEASE PRINT)

I hereby apply for membership in Council 4 (hereinafter "Union") and I agree to abide by its Constitution and Bylaws. I authorize the Union and its successor or assign to act as my exclusive bargaining representative for purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment with my Employer.

Effective immediately, I hereby voluntarily authorize and direct my Employer to deduct from my pay each pay period, regardless of whether I am or remain a member of the Union, the amount of dues certified by the Union, and as they may be adjusted periodically by the Union, and to authorize my Employer to remit such amount monthly to the Union.

This voluntary authorization and assignment shall remain in effect in accordance with the applicable collective bargaining agreement. If the applicable collective bargaining agreement does not address revocation, then this voluntary authorization and assignment shall be irrevocable, regardless of whether I am or remain a member of the Union, for a period of one year from the date of execution or until the termination date of the collective bargaining agreement (if there is one) between the Employer and the Union, whichever occurs sooner, and for year to year thereafter unless I give the Union written notice of revocation not less than ten (10) days and not more than twenty (20) days before the end of any yearly period. The applicable collective bargaining agreement is available for review, upon request. This card supersedes any prior check-off authorization card I signed. I recognize that my authorization of dues deductions, and the continuation of such authorization from one year to the next, is voluntary and not a condition of my employment.

Payments to the Union are not deductible as charitable donations for federal income tax purposes. However, they may be tax deductible as ordinary and necessary business expenses.

Local Number

Last Name	First Name	M.I.
Street Address		Apt. No.
City	State	Zip Code
XXX-XX-		
Social Security No.		Payroll No.
Department		Telephone No.
Signature		Effective Date

APPENDIX B

	<u>FY</u> <u>19-20</u> <u>Hrly Rate</u>
Adult Services Librarian	31.86
Children's Librarian	32.41
Library Cataloger	22.71
Circulation Supervisor	22.20
Assistant to the Children's Librarian	18.16