

# Collective Bargaining Agreement

Between



**UE Local 222, CILU #81-4082**  
**(Library Non-Supervisors)**

And



**The Town of Wethersfield**

**July 1, 2018 through June 30, 2021**

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## AGREEMENT

This agreement is entered into effective July 1, 2018 by and between the Town of Wethersfield (hereinafter called the "Town", "Employer" or "Management") and UE Local 222, CILU/CIPU and its sublocal CILU # 81-4082, affiliated with the United Electrical, Radio and Machine Workers of America (hereinafter called the "Union" or "UE").

This agreement shall be binding upon the parties hereto, their administrators, executors and assignees. In the event the operation is sub-contracted in part or whole, or placed in receivership or bankruptcy, such operations shall be subject to the terms and conditions of this Agreement for the life thereof. The Employer shall give notice of the existence of this Agreement to any transferee, lessee, assignee, etc. of the operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union no later than the effective date of this change.

### ARTICLE I – RECOGNITION

The Employer recognizes UE Local 222, CILU/CIPU and its sublocal CILU #82, affiliated with the United Electrical, Radio and Machine Workers of America (UE) as the sole and exclusive bargaining agent for all full and part-time employees of the Library working twenty (20) hours or more per week including office assistant, office manager, library associate, librarian, library assistant, excluding the Library Director and Department Managers, for the purposes of collective bargaining with respect to wages, hours and other conditions of employment, in accordance with the Connecticut Labor Department Certification ME-25, 423.

### ARTICLE II - UNION RIGHTS AND SECURITY

#### SECTION 1 - UNION SECURITY

A. Subject to applicable law, all employees of the Town covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement or who become members of the Union in good standing following the effective date of this Agreement shall as a condition of employment remain members of the Union in good standing insofar as the payment of periodic dues and initiation fees is uniformly required.

B. Subject to applicable law, all present employees who are not members of the Union and individuals hired after the effective date of this Agreement shall as a condition of employment, beginning on the thirtieth (30<sup>th</sup>) day following the effective date of this Agreement or the thirtieth (30<sup>th</sup>) day following employment, whichever is later, become and remain members of the Union in good standing insofar as the payment of periodic dues and initiation fees, uniformly required, is concerned, or in lieu of Union membership pay to the Union an equivalent service fee.

**SECTION 2 - UNION ACCESS**

A. The Union will provide the Town with the name and contact information of any Union Staff assigned to work with the Union Members. A Union Representative shall be able to visit the workplaces(s) during regular work hours in order to fulfill their representation responsibilities. Notice will be provided to the Town in advance of such visits. Such visits shall not unreasonably interrupt the work duties of the Union Members.

B. The Town, based on public service desk work schedules, has the right to re-schedule such a visit based on mutual agreement. The Library Director will not unreasonably delay re-scheduling such visits.

**SECTION 3 - UNION DUES AND DEDUCTIONS**

A. During the term of this Agreement, the Town agrees to deduct regular Union dues on a bi-weekly basis, in accordance with the Constitution and Bylaws of the Local Union, from the wages of each employee who authorizes such deduction in writing in accordance with the following "Application for Membership/Check Off Authorization":

UE Local 222,  
CLLU/CIPU —  
Application for  
Membership-

I hereby request and accept membership in UE local 222, CILU/CIPU a/w the United Electrical, Radio & Machine Workers of America (UE) and authorize it to represent me, and in my behalf to negotiate and conclude all agreements as to hours of labor, wages, and all other conditions of employment.

Name of Employee:

Home Address ..... City & Zip

Telephone .....

Municipal Employer

Employee Written Signature ..... Date

UE LOCAL 222, CILU/CIPU  
affiliated with UNITED ELECTRICAL, RADIO & MACHINE WORKERS OF AMERICA (UE)  
PO Box 935, GLASTONBURY, CT 06033 FAX: (860) 657-9921

*Note: The top half goes to the Union and the bottom half goes to the employer.*

**Check-off Authorization**

To: .....

Municipal Employer

Effective Date

I hereby authorize the above-named employer to deduct from my pay each pay period, or the first full pay period of each month, the amount certified as the regular dues and to remit such amounts to the employee organization in accordance with its arrangements with my employer. I further authorize any change in the amount to be deducted which is certified by the above-named employee organization as a uniform change in its dues structure.

\_\_\_\_\_  
Employee's Signature

B. The Town shall remit the amount of dues so deducted to the Financial Secretary-Treasurer of UE Local 222, CILU Local # 81 on a monthly basis, along with a report listing the names of all individuals from whom it deducted dues.

C. The Union shall establish and maintain a procedure so that employees may object to the calculations of the Agency Fee and request a reduction in such Fee. Copies of this procedure can be obtained by writing to UE Local 222, CILU/CIPU 36B Kreiger Lane, P.O. Box 938, Glastonbury, Connecticut 06033.

D. The obligation of the Town for funds actually deducted under this article terminates upon delivery of the deductions so made to the person authorized to receive such amounts from the Town. Neither any employee nor the Union shall have any claim against the Town for errors in the processing of deductions unless a claim of error is made in writing to the Town Finance Director within thirty (30) working days after the date such deductions were made or should have been made.

E. The Union agrees to indemnify and save harmless the Town for any sums which the Town incurs, such as but not limited to legal fees, as a result of a claim that the sums of money herein referred to have been illegally deducted or for any liabilities which may arise from the Town having complied with or enforced this provision.

#### **SECTION 4 - BULLETIN BOARD**

The Town shall provide a Bulletin Board for the exclusive use of the Union in the Library where bargaining unit employees's work.

#### **SECTION 5 - CONTRACT COPIES**

The Town shall provide each bargaining unit member with a copy of this contract within thirty (30) days of the signing of this contract. The Town will provide new employees with a copy of this contract upon employment.

### **ARTICLE III - MANAGEMENT RIGHTS**

#### **SECTION 1 - MANAGEMENT RIGHTS**

Except where such rights, powers and authority are specifically relinquished, abridged or limited by a specific term of this Agreement, the Library has and will continue to retain, whether exercised or not, all the rights, powers and authority heretofore had by it. Except where such rights, powers and authority are specifically relinquished, abridged or limited by a specific term of this Agreement, it shall have the sole and unquestioned right, responsibility and prerogative to manage the operations of the Library, to determine the methods, materials and personnel by which such operations are to be conducted and to direct the working forces, including, but not limited to the following:

- a. To determine the mission of the Library and its departments and the methods and means necessary to fulfill that mission.
- b. To determine the services to be offered by the Library.
- c. To establish or continue policies, practices and procedures for the conduct of Library business and, from time to time, to change or abolish such policies, practices or procedures.
- d. To determine the Library's organization and to reorganize as needed.
- e. To determine the selection, care, maintenance and operation of equipment and property used for and on behalf of the purposes of the library.
- f. To utilize fully its work force and equipment.
- g. To limit, curtail, or discontinue processes or to discontinue their performance by employees.
- h. To determine the number and types of employees required to perform the Library's operations.
- i. To determine the standards and qualifications of selection for Library employment and to select employees.
- j. To establish, implement, amend or change job descriptions, specifications and qualifications, and to assign other duties as needed.
- k. To transfer, promote or demote employees, or to layoff, terminate for just cause or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Library.
- l. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them and to the Union.
- m. To establish contracts or sub-contracts for Library operations so long as such contracts are not established for the purposes of undermining the Union.
- n. To ensure that employees outside the bargaining units will continue to work with the members of these groups in the performance of their tasks as they have in the past to meet the needs of the Library.
- o. To fulfill all of its legal responsibilities as mandated through Local, State and Federal laws.

## **SECTION 2 - INHERENT RIGHTS**

The above rights, responsibilities and prerogatives are inherent in the Library management by virtue of statutory and charter provisions and are not subject to delegation in whole or in part. The above rights, responsibilities and prerogatives may not be subject to any grievance or arbitration proceeding except as specifically provided for in this Agreement.

## **SECTION 3 - IMPACT BARGAINING**

It is recognized by the parties that the Town of Wethersfield funds the wages and fringe benefits provided in accordance with the provisions of this Agreement and in the event that the funding by the Town becomes no longer available, the parties agree to meet and negotiate the impact any such loss of funding may have on the employees.

### **ARTICLE IV - NO STRIKE / NO LOCKOUT**

In accordance with applicable law, the Union agrees that it will not conduct a strike. The Town agrees that it will not lock-out bargaining unit employees.

### **ARTICLE V - GRIEVANCE PROCEDURE**

#### **SECTION 1 - PURPOSE, DEFINITIONS, RIGHTS AND RESPONSIBILITIES**

A. Grievances are defined as disagreements arising out of the collective bargaining agreement between the Library and the Union.

B. A good faith effort will be made by both management and the members of the bargaining unit to communicate concerns and resolve differences so that formal grievances are unnecessary. The purpose of the grievance procedure shall be to settle employee grievances at as low an administrative level as is possible and practicable, so as to insure efficiency, equity, fairness, and employee morale.

C. The Library Director and a committee comprised of two (2) members of the bargaining unit shall meet periodically at a time mutually convenient for the purpose of discussing matters of mutual interest with the intent to avoid the necessity for individual recourse to the formal grievance procedure and to generally promote a satisfactory relationship.

D. Probationary employees shall be subject to all provisions of this agreement, except they shall not have the right to the grievance procedure. Termination of employment during probation shall not be subject to the grievance or arbitration procedures.

E. The Union shall be responsible for providing copies of grievances to their affected members, which will include the name of the employee filing the grievance, if applicable.

F. In accordance with Section 7-468 (e) of Connecticut's Municipal Employee Relations Act, nothing contained herein shall prevent any bargaining unit employee from presenting his/her own grievance or requesting to have bargaining unit representation at any step of the grievance procedure. The Union, however, must receive a copy of all grievances and all employer decisions in response to grievances. No grievance settlement made as a result of an individually processed grievance shall contravene the provisions of this agreement.

G. The bargaining unit shall designate one of its members for the purpose of adjusting grievances. This designated member may carry on the actual process of investigating grievances and of meeting with the Department Manager, Library Director or Town Manager during their normal working schedule without loss of pay. The person designated to adjust grievances and with the approval of the Library Director, shall be granted no more than two (2) working hours per week without loss of pay to investigate and process said grievance, when such activity takes place at a time when said members are scheduled to be on duty. Attendance at meetings by union members other than the grievant(s) shall be limited to when their testimony is needed.

## **SECTION 2 - TIME LIMITS**

A. In order to be valid, all grievances must be presented in writing within fifteen (15) calendar days of the date the employee and/or the Union knew, or by due diligence should have known of the situation, act, omission, or incident giving rise to the grievance, provided that this does not exceed thirty (30) calendar days after the alleged situation, act, omission, or incident occurred.

B. A grievance shall be deemed forfeited, not grievable, and not arbitrable, if an employee and/or the Union fails to submit the grievance in writing to the Department Manager with a copy to the Library Director within these time limits.

C. Time extensions beyond those stipulated in this grievance procedure may be arrived at in writing by mutual agreement of both parties concerned. Absent an extension of time, failure at any step to appeal within the specified time limits shall forfeit the grievance. Failure by the Department Manager, Library Director or by the Town Manager to respond within the specified time limits to a grievance will be considered a denial.

## **SECTION 3 - STEP ONE (1) - DEPARTMENT MANAGER**

A. The employee by himself/herself and/or the Union shall present the grievance in writing to his/her Department Manager within fifteen (15) calendar days of the date the situation, act, omission, or incident occurred, or when knowledge of such was gained, provided that this does not exceed thirty (30) calendar days after the alleged incident, act, or omission occurred. The Department Manager shall provide a written decision to the employee within ten (10) calendar days of the date the grievance was presented.

B. The grievance shall state:

1. The grieving employee's name and job title;
2. The specific portion of the agreement upon which the grievance is based;
3. The alleged violation of the specific provision of the agreement;

4. The corrective action that the employee seeks [or the remedy sought].

C. Employees grieving decisions regarding suspension or termination may submit such grievance directly to Step Two (2) and omit Step One (1).

#### **SECTION 4 - STEP TWO (2) - LIBRARY DIRECTOR**

A. If the aggrieved employee and/or Union is not satisfied with the decision of the Department Manager made as a result of Step One, he/she and/or the Union may file the grievance with the Library Director. Such step must be taken within ten (10) calendar days of the date on which the Department Manager made known his/her decision under Step One.

B. A conference under this step between the Library Director and the employee and/or Union shall take place within ten (10) calendar days of the receipt of the grievance by the Library Director. The Library Director shall provide a written decision to the employee and/or Union within ten (10) calendar days of the conference.

#### **SECTION 5 - STEP THREE (3) - TOWN MANAGER**

A. If the aggrieved employee and/or Union is not satisfied with the decision that the Library Director made as a result of Step Two, he/she and/or the Union may file the grievance with the Town Manager. Such step must be taken within ten (10) calendar days of the date on which the Library Director made known his/her decision under Step Two.

B. A conference under this step between the Town Manager or his/her designee and the employee and/or Union shall take place within ten (10) calendar days of the receipt of the grievance by the Town Manager. The Town manager shall provide a written decision to the employee and/or Union within thirty (30) calendar days of the conference.

C. The Library Board has delegated to the Town Manager responsibility for final resolutions in the Grievance Procedure, with the recognition that the Library Board must approve any resolution involving the expenditure of funds from the Library budget.

#### **SECTION 6 - STEP FOUR (4) - MEDIATION AND ARBITRATION**

A. If the grievant(s) and/or the Union are not satisfied with the decision that the Town Manager made as a result of Step Three, either the Town or the Union, if mutually agreed by both parties, may submit the grievance for mediation prior to filing for arbitration. The dispute may be submitted for mediation to the Connecticut State Board of Mediation and Arbitration (hereafter referred to as CSBMA), or, where mutually agreed by both parties, to the American Arbitration Association (hereafter referred to as AAA). Such submission must be filed within thirty (30) calendar days of the issuance of the Step Three decision.

B. If there is not mutual agreement to pursue mediation or if the dispute cannot be resolved through mediation, the Union, on its own and/or on behalf of the employee, may submit the dispute to arbitration by the CSBMA, or where mutually agreed by both parties, to the AAA. Such submission must be made within thirty (30) calendar days of the mediation meeting, or within

thirty (30) calendar days of a refusal to mediate. The Union shall notify the Town Manager and the Library Director in writing of their intent to proceed to arbitration.

C. When both parties do not mutually agree to submit a grievance to the AAA for mediation or arbitration, the Town Manager may elect to use the services of the American Arbitration Association instead of the CSBMA at the Town's sole expense.

D. The Arbitrator or Arbitrators shall be limited to the terms of this Agreement and shall not have the power to modify, amend or delete any terms or provisions of this Agreement. The decision of the Arbitrator or Arbitrators shall be final and binding on the parties.

E. The fee and expenses of the arbitrator (and/or mediator) under CSBMA rules shall be borne equally by the Union and the Town.

## ARTICLE VI - HOURS OF WORK

### SECTION 1 – DEFINITIONS

- A. Full-time - Full-time bargaining unit employees, for the purposes of this agreement, are any employees who work thirty-five (35) or thirty-seven and one half hours (37.5) per week per Section 2D and 2E.
- B. Part-time - Part-time bargaining unit employees, for the purposes of this agreement, are any employees who work fewer than thirty-five (35) hours per week and twenty (20) hours per week or more.
- C. Exempt - Bargaining unit employees with classification of Librarian I or above and the Office Manager. These employees are paid on a salaried basis.
- D. Non-exempt - Bargaining unit employees who do not meet the classification for exempt employees given above. These employees are paid on an hourly basis.

### SECTION 2 - WORK WEEK

- A. The Library workweek begins at midnight on Sunday and ends at midnight on the following Sunday.
- B. The regular workweek for full-time bargaining unit employees shall consist of thirty-five (35) hours per week, divided over five (5) days, Monday through Saturday. Within this thirty-five (35) hour workweek all full-time employees will customarily work on average one (1) night per week and on average at least one (1) Saturday in each four (4) week period. When working on Saturday, employees will be scheduled another day off during the week as determined by the Department Manager.
- C. Customarily, the Office Manager and the Office Assistant positions consist of thirty-five (35) hours a week divided over five (5) days, Monday through Friday. Variations in scheduling may occur depending on the needs of the Library.
- D. Active full-time employees hired prior to November 1, 2018, may opt to change the hours of

their workweek from thirty-five (35) to thirty-seven and one-half (37.5), with a workday of seven and one-half (7.5) hours per day. Within this thirty-seven and one-half (37.5) hour workweek all full-time employees will customarily work on average one (1) night per week and on average at least one (1) Saturday in each four (4) week period. When working on Saturday, employees will be scheduled another day off during the week as determined by the Department Manager. Once an employee has made this election it is irrevocable and not subject to the grievance process.

E. For employees hired on or after November 1, 2018, the regular workweek for full-time bargaining unit employees shall consist of thirty-seven and one-half (37.5) hours per week. Within this thirty-seven and one-half (37.5) hour workweek all full-time employees will customarily work on average one (1) night per week and on average at least one (1) Saturday in each four (4) week period. When working on Saturday, employees will be scheduled another day off during the week as determined by the Department Manager.

F. The regular workweek for part-time bargaining unit employees shall consist of no fewer than twenty (20) hours per week on average. Within their workweek, all part-time employees will customarily work on average one (1) night per week and on average at least one (1) Saturday in each four (4) week period.

### **SECTION 3 - WORK DAY**

A. The normal work day for full-time bargaining unit employees shall consist of a seven (7) hour day, usually either 9 a.m. - 5 p.m. or 1 p.m. - 9 p.m.

B. The regular workweek for full-time bargaining unit employees, in accordance with Section 2D and 2E above, working thirty-seven and one-half (37.5) hours per week, divided over five (5) days, Monday through Saturday. The normal work day shall consist of 7.5 hours per day, usually either: Monday-Friday 8:30am-5:00 pm, 9:30am-6:00 pm, 12:30 pm-9:00 pm, with a one (1) hour unpaid lunch and Saturday 9:00am-5:00pm with a half-hour unpaid lunch.

C. The hours shall generally begin not more than one (1) hour before the library opens nor end later than fifteen (15) minutes after the library closes, except when job responsibilities require attendance outside that span.

### **SECTION 4 - ADDITIONAL HOURS, OVERTIME AND COMPENSATORY TIME**

A. In order to meet the needs of the Library, an employee may be required to work hours in addition to his/her regular work schedule. Additional and overtime hours must be authorized in advance by the Director.

B. Non-exempt employees

1. When a non-exempt bargaining unit employee is required to work hours beyond thirty-five (35) hours in a week, or thirty-seven and one-half (37.5) hours in accordance with Section 2D and E., the employee shall be paid for the actual hours of work.
2. A non-exempt bargaining unit employee who works more than forty (40) hours in

one work week shall be paid at time and one-half (1.5) the bargaining unit employee's regular rate of pay for the hours worked in excess of forty (40) hours in one work week.

3. When a non-exempt employee is called into work outside of his/her regularly scheduled hours in an emergency situation (excluding desk coverage), he/she shall be paid for the actual time worked, plus up to one (1) hour for travel time, paid at the applicable rate.

#### C. Full-time exempt employees

1. Full-time exempt bargaining unit employees are paid on a salary basis and are expected to work the hours needed to fulfill their professional responsibilities.
2. Full-time exempt bargaining unit employees shall only be granted compensatory time for the following reasons:
  - a. For hours worked on Sunday, per Section 5 below
  - b. In an emergency situation, per this section
3. When an exempt employee is called into work outside of their regularly scheduled hours in an emergency situation (excluding desk coverage), he/she shall receive one (1) hour compensatory time for each hour of work, plus up to one (1) hour compensatory time for travel.

### **SECTION 5 – SCHEDULING**

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

B. The Library will attempt to schedule Sunday hours with non-bargaining unit staff and/or part-time bargaining unit employees. Full-time bargaining unit employees may be assigned to cover Sunday hours if needed when no non-bargaining unit employees and/or part-time bargaining unit employees are available. Full-time employees who work Sunday hours shall receive one and one-half (1.5) hours of time for each hour worked, paid in the applicable manner (paid time for non-exempt employees, compensatory time for exempt employees).

C. Except in extraordinary circumstances, bargaining unit members are expected to follow their scheduled hours of work. Except in the case of emergencies, requests to change hours must be submitted to the Department Manager in writing at least one week before the Monday of the week in question. Such changes shall be approved in advance by the Department Manager.

D. Requests to switch work schedules with another employee in the same department must be requested in advance in writing at least one week before the Monday of the week in question except in circumstances beyond the employee's control, and approved by the Department Manager.

E. As a general rule, schedules will not be adjusted to meet the personal needs of staff. Employees who wish to leave early on a given day may submit a request in writing at least one week before the Monday of the week in question to use part of their personal leave.

F. An adjustment to an employee's ordinary schedule may be granted by the Director for a limited period at the discretion of the Director. The work week in such cases remains 35 hours for full time employees or 37.5 in accordance with Section 3B.

#### **SECTION 6 – BREAKS**

A bargaining unit employee who is normally scheduled to work a full seven (7) or seven and one-half (7.5) hour shift shall receive a one (1) hour unpaid meal break on weekdays. Federal law requires that anyone working 7.5 consecutive hours must take a meal break of at least thirty (30) consecutive minutes. On Saturdays the meal break is limited to thirty (30) minutes. Meal breaks will be scheduled taking into consideration the employee's requested time and the needs of the Library. All meal breaks shall be given at some time after the first two hours of work and before the last two hours. Meal breaks cannot be utilized during the first two hours or the last two hours of an employee's scheduled work day so as to permit an employee to skip their meal break in order to arrive at work later than scheduled or to depart from work earlier than scheduled.

B. A rest period often (10) minutes in each half of the workday will be permitted when coverage is available but because of the requirements of public service it cannot be guaranteed. Rest periods may not be used to extend the length of a meal break or at the beginning or end of the workday.

#### **SECTION 7 – ATTENDANCE**

A. When a bargaining unit employee is unable to come to work due to illness or an emergency, it shall be the responsibility of the employee to notify the Library Director or Department Manager. An employee shall notify the Director or Department Manager as early as possible before the beginning of his/her normal workday but at least one (1) hour prior to the time set for beginning his or her daily duties, except in circumstances beyond the employee's control.

B. All approved absences and early departures shall be covered by personal, vacation, sick leave or approved leave without pay, except in cases where a change in the employee's schedule has been approved by the Director or Department Manager in order to attend a work related program or meeting.

C. A bargaining unit employee who arrives late to work will make up the missed time at the end of the work day. If that is not possible, the employee will arrange with his/her Department Manager to make up the time during the remainder of the pay period.

D. Unapproved absences, repeated tardiness and early departures shall be grounds for disciplinary action. Employees shall not be paid for time lost due to unapproved absences, tardiness and early departures. An employee who is absent for three (3) working days without notification to his or her department manager, may be subject to disciplinary action up to and including discharge.

## ARTICLE VII - OUTSIDE EMPLOYMENT

### **SECTION 1 - PRINCIPLES AND RESPONSIBILITIES**

A. Bargaining unit employees who engage in additional employment outside the Library shall promptly notify the Library Director of such employment.

B. Such employment shall be in accordance with the principles expressed in the Library's mission and values statements, and shall not create a conflict of interest. As described in Library Personnel Rules a conflict of interest includes, but is not limited to, the following:

1. Accepting employment with any consultant, contractor, organization, appraiser, or individual under contract or agreement with the Library;
2. Having a financial interest, either directly or indirectly in any business, firm, or enterprise doing business with the Library that would constitute, or create the appearance of a conflict of interest;
3. Soliciting or accepting any promise of future employment with such consultant, contractor, organization, appraiser, individual, business, firm or enterprise.

C. Such outside employment shall not interfere with the employee's job performance, regular attendance, punctuality or availability for assignments as indicated in his/her job description.

D. A bargaining unit employee who engages in employment outside of his/her regular working hours shall be subject to perform his/her assigned Library duties first and Library responsibilities shall take priority over other employment.

E. Should a bargaining unit employee's additional employment interfere with the proper and effective performance of his/her library duties, such bargaining unit employee's performance will be addressed through established evaluation and disciplinary procedures.

F. All bargaining unit employees shall abide by all worker's compensation laws and regulations related to outside employment under this article.

## ARTICLE VIII - WAGES, COMPENSATION & CLASSIFICATIONS

### **SECTION 1 - WAGE AND COMPENSATION PLAN**

The wages of all bargaining unit employees shall be in accordance with the schedules of minimum and maximum pay rates for each Grade and Classification as shown in the Wage and Salary Appendix of this Agreement.

### **SECTION 2 - STEP COMPENSATION PLAN**

A. New employees shall be hired at the minimum rate or Step One (1) of each relevant Grade or

Classification. Appointment at a different rate or step may be made by the Library Director with notification to the Union.

- B. Any step pay increase shall be issued on the anniversary date of the employee's date of hire.
  - 1. For Fiscal year beginning July 1, 2018, there shall be no steps.
  - 2. Effective 7/1/2019, each employee who is not at the maximum step of their pay rate shall receive a one (1) step pay increase.
  - 3. Effective 7/1/2020, each employee who is not at the maximum step of their pay rate shall receive a one (1) step pay increase.

### **SECTION 3 - ANNUAL GROSS WAGE INCREASES (GWI'S)**

A. For Fiscal Year beginning July 1, 2018, a 2.00% GWI shall be effective 12/24/2018.

B. Effective July 1, 2019: 1.25%.

C. Effective July 1, 2020: 2.00%.

### **SECTION 4 - RECLASSIFICATION PROCESS**

A. Any member of the bargaining unit may request that his/her position be considered for reclassification following the steps outlined below:

- 1. Submit a written request to his/her Department Manager detailing information and documentation related to the criterion listed in this Article.
- 2. All submitted reclassification requests shall be reviewed and recommended changes decided at a meeting with a representative of the Union and the Town Manager and the Library Director each contract year at a mutually agreed date and time. Each employee will be notified in writing about the meeting's results.
- 3. Any recommended change in any position classification shall be negotiated with the Union and reviewed and considered by the Library Board of Directors before implementation. A three person panel, one (1) union and one (1) management, and one (1) mutually agreed to by both parties shall be established to hear disputes and render recommendations to the Library Board, whose decision will be final.

B. Criteria for reclassification will include, but not be limited to, additional work responsibilities and/or substantial increases in workload.

C. Reclassification and related pay increase will take effect at the start of the next contract year following the Library Board's decision.

### **SECTION 5 - TRAVEL EXPENSES**

A. The Library will reimburse expenses for travel which are incurred by employees on approved

Library business, at actual cost. Approved Library business requires that the employee obtain advance approval from the employee's Department Manager and Library Director. Approval is subject to consideration of the budgetary limitations of the Library.

B. Library business travel costs may include but not be limited to professional meetings, conferences, or conventions. Expenses may include meals, air, rail, or bus or automobile travel, accommodations, and telephone and other necessary business expenses. Prior approval is required and is subject to consideration of the budgetary limitations of the Library and the needs of other staff.

C. If an employee's own car is used, travel reimbursement will be at the IRS established mileage rate, provided the employee has a valid driver's license and insurance. Staff must submit requests for reimbursement within one month of the travel.

#### **SECTION 6 - WORKERS COMPENSATION**

If a bargaining unit employee is absent from work due to a compensable injury, or illness, the Town shall pay the employee's regular pay through the employee's use of their sick leave until worker compensation benefits begin. Such absence will not be charged against an employee's accrued sick leave unless such absence is not recognized as compensable. In the event of a work-related absence for which the employee is absent for more than one (i.e. the date of the injury) but less than seven days, the Town agrees to credit the sick leave used by the employee for the second and (if applicable) third day of such absence. Upon receipt of worker compensation benefits, the employee may use any paid leave time available on a pro-rata basis to make up the difference between the employee's regular pay and the employee's worker compensation benefits. The Town shall provide reasonable accommodations/modifications to job duties so that an employee is able to return to work as soon as possible.

The Town agrees not to discriminate against an employee because she/he has suffered a compensable injury, or illness.

### **ARTICLE IX- SENIORITY, TRANSFER, LAYOFF, RECALL AND VACANCIES**

#### **SECTION 1 –SENIORITY**

A. Seniority shall be based upon length of service from the most recent date of hire. Earned seniority shall not be lost because of absence such as but not limited to family leave, medical leave, bereavement leave, jury duty, or any authorized leave, or while on layoff status eligible for recall.

B. Additional seniority is not accrued during unpaid leave.

C. The Library shall furnish the Union with an updated seniority list upon the effective date of the Agreement. The list shall be brought up to date at the beginning of each fiscal year or as requested by the Union. A copy will be delivered to the Secretary of the Local. An objection to the seniority list as provided by the Library, shall be recorded by the Union within thirty (30) calendar days to the Library.

D. An employee shall lose all seniority upon severance, discharge with just cause, or failure to respond within ten (10) calendar days to a return-to-work notice sent by registered, certified mail by the Library to the employee's last known address.

## **SECTION 2 – TRANSFERS**

A. A bargaining unit employee temporarily assigned to a classification higher than his/her own for a continuous period exceeding fourteen (14) calendar days shall be paid in accordance with said higher classification after the fourteenth (14th) day. The employee shall be placed on the first step of the higher classification which grants the increase in pay. This provision does not apply when one fills in for someone on vacation. During that period of coverage, an employee will receive his/her regular pay for the entire period of coverage.

B. An employee who is temporarily assigned to a lower paid job shall retain his/her former rate of pay for the period of the temporary assignment. This procedure does not apply to situations covered in payoff, Recall and Bumping provisions

## **SECTION 3 - LAYOFF, RECALL AND BUMPING**

A. The Library Board, in its discretion, shall determine whether layoffs are necessary and which positions will constitute the layoff list.

B. The term layoff means a reduction in the number of employees or hours of work due to lack of funds or work, elimination of a position, or other legitimate reasons. However, no layoffs shall occur as a result of contracting out.

C. The term bumping means the ability of a bargaining unit member with greater seniority affected by a layoff to displace another bargaining unit member with less seniority in the same classification providing the member requesting to bump another member shall have the skills and qualifications that are needed to do the work available without extensive retraining.

D. In the event of anticipated layoff, the Library shall notify employees and the Union Representative at least thirty (30) days prior to the anticipated layoff date, provided such advanced notice shall not be required if the layoff has been brought about by unforeseen emergency circumstances. Management shall provide reasons for the layoff and a copy of the current seniority list to the Union along with the written layoff notice. Prior to any layoff taking effect, Library Management agrees to meet and confer with the Union to discuss alternatives to layoffs and/or the preferred means of achieving layoffs, but shall not be required to accept such proposals or to negotiate concerning them.

E. In the event of layoffs, employees' work schedules may be altered to provide public service coverage of the hours the library is open to the public. Such rescheduling shall be done first on a voluntary basis, according to qualifications. This shall not be subject to grievance.

F. Layoffs will be scheduled within each job group (classification of employment and department) based on inverse seniority provided the remaining employees have the necessary skills and

qualifications that are needed to perform the work available as follows:

1. Non-bargaining unit employees
2. Probationary employees
3. Bargaining unit employees who voluntarily agree to lay-off
4. Part time bargaining unit employees
5. Full time bargaining unit employees

G. A bargaining unit member with greater seniority who has been laid off may bump another bargaining unit member with less seniority, provided she/he has the necessary skills and is able to perform the work without extensive retraining. The employee who bumps into a lower classification will be placed on the pay scale of that classification nearest where she/he would have been according to her/his seniority. A written request to bump must be sent to the Library Director no later than three (3) calendar days after the employee has received a layoff notice. The written request must list the desired position. The Library Director will respond to the request within two (2) calendar days after he/she has received the request.

H. Employees who have been laid off shall be rehired on the basis of seniority as follows, provided they have the necessary skills and qualifications and are able to perform the work available without extensive retraining:

1. Full-time bargaining unit employees including anyone who volunteered for layoff [or who agreed to be recalled to a reduced schedule].
2. Part-time bargaining unit employees including anyone who volunteered for layoff [or who agreed to be recalled to a reduced schedule]
3. Non-bargaining unit employees

I. An employee shall lose all seniority and return-to-work privileges for failure to respond within ten (10) calendar days to a return-to-work notice sent by registered certified mail by the Library to the employee's last known address.

J. No new employees shall be hired until all laid-off employees have been given an opportunity to return to work.

K. An employee on the re-employment/recall list has the right to refuse to return to a lower paying position without loss of position on the re-employment/recall list. An employee who agrees to be recalled to a reduced schedule or a lower paying position shall retain his/her position on the recall list for a position equivalent to that from which he/she was laid off.

#### **SECTION 4 - SEPARATION FROM EMPLOYMENT**

A. An employee who is voluntarily leaving employment with the Library shall give the Library Director notice in writing, as much in advance as possible. The minimum amount of notice required for a separation in good standing is as follows:

1. For exempt, professional employees, three (3) weeks.
2. For other employees, two (2) weeks.

#### **SECTION 5 - BARGAINING UNIT WORK**

A. No non-bargaining unit employee shall perform work ordinarily and customarily performed by bargaining unit employees if such use results in lay-off of bargaining unit employees. Employees outside the bargaining unit will continue to work with members of this group in the performance of their tasks as they have in the past to meet the needs of the library.

B. Library volunteers shall not be assigned work ordinarily and customarily performed by bargaining unit employees if such use results in lay-offs of bargaining unit employees. Volunteers will continue to work with members of this group in the performance of their tasks as they have in the past to meet the needs of the library.

#### **SECTION 6 - JOB VACANCIES**

A. All new jobs, positions, promotional opportunities and openings to be filled within the bargaining unit shall be posted in-house for a period of at least five (5) calendar days on the bulletin board provided for such purpose. The Union shall receive a copy of such postings in a timely manner. If there are no qualified internal candidates, such positions will be externally advertised at the end of that period. Current employees wishing to be considered for such openings must submit their application by the application deadline.

B. The Library shall interview all qualified bargaining unit candidates. The first round of interviews will be conducted by a panel consisting of three (3) panelists from outside the Library who are knowledgeable about the nature of the work. The panel will prepare for and conduct the interview process. The second round of interviews will be conducted by a three (3) member panel which will include the Library Director or his/her designee. The Library will continue to strive to promote qualified candidates from within. However, if there are no qualified bargaining unit candidates, the Union shall be notified in a timely manner.

#### **SECTION 7 - NEW POSITIONS**

At the time new job titles or positions within the bargaining unit are created, the Library shall meet and confer with the Union to establish the appropriate pay grades prior to posting or advertising for the new job title or position. If any part-time job or position is increased to full-time hours, this shall be considered a new job vacancy.

#### **SECTION 8 - JOB DESCRIPTIONS**

Each employee is assigned to a job classification. The duties for each classification are described in the job description. In the event of any changes in duties during the term of this Agreement, the Union shall have the right to negotiate the impact of such changes.

### **ARTICLE X - CONTINUING EDUCATION**

## **SECTION 1 - CONFERENCES AND WORKSHOPS**

- A. It is mutually agreed that staff members are encouraged, and may be requested, to attend state and regional meetings and pertinent workshops. Staff members wishing to attend workshops shall make requests to their Department Managers, who will submit them to the Library Director for final approval. Such requests shall be submitted ten (10) days before the Monday of the week in question, except for reasons beyond the employee's control.
- B. The Director may approve an employee's attendance, with pay, at a workshop, conference or training seminar that is related to the employee's work for the Library. The Library will pay the employee's related registration fees and costs, subject to the availability of funds in the Library budget and the needs of other staff.
- C. Up to seven (7) or seven and one-half (7.5) in accordance with Article VI, hours per day at state and regional meetings and pertinent workshops, including travel time, is considered part of the staff member's scheduled work time. If attendance is mandated by the Library Director, time in excess of seven (7) hours or seven and one-half (7.5) in accordance with Article VI, will be considered comp time to be used within the same work week as the meeting or workshop. The employee's work schedule will be adjusted to accommodate attendance. Completion of related assignments and reports will be considered part of the staff member's work time.
- D. In the event the employee elects to attend a work-related workshop, conference or training seminar at his/her own expense, the Director may release the employee with pay for such an event. Such attendance must be approved in advance by the Library Director and be requested at least ten (10) days before the Monday of the week in question, unless there is a reason for shorter notice.
- E. If the Director approves attendance at a workshop but funds are not available within the Library's budget to pay for a workshop or conference, the employee may still attend if the employee pays the fees. In such cases, attendance at the workshop would be with pay.

## **SECTION 2 - FORMAL EDUCATION**

- A. According to the following provisions, all employees are eligible for tuition reimbursement at accredited educational institutions.
- B. The Library will set aside a tuition fund of \$2500 per fiscal year to be used by all employees to take approved courses pursuant to this Article.
- C. To be eligible for this reimbursement, the course must be approved in advance by the Library Director. Reimbursable courses must be directly applicable to the employee's job and/or the Library's needs as determined by the Library Director.
- D. Employees covered by this agreement shall be reimbursed by the Library up to a maximum of \$900 per semester for no more than one course per semester during each fiscal year of this contract upon successful completion of course work with a grade of "C" or better.

E. To receive approval and reimbursement employees must:

1. Complete and submit to the Library Director the Library's "Request for Approval of Tuition Reimbursement" form, including the official course description from the academic institution's course catalog;
2. Receive approval by the Library Director;
3. Complete the course with a grade of "C" or better;
4. Submit proof of course completion and tuition payment.

F. In the event there are not enough funds to cover all eligible bargaining unit members who were approved by the Library Director for tuition reimbursement, then funds will be distributed on a first- come first-served basis, determined by the date the "Request for Approval of Tuition Reimbursement" form was submitted.

G. Reasonable accommodations in employee work schedule and assignment will be made to facilitate use of this benefit as approved by the Library Director.

## ARTICLE XI – INSURANCE

### SECTION 1 - GROUP HEALTH INSURANCE

The Town shall provide and pay for the following insurance for all full and part-time bargaining unit employees and their enrolled spouse and dependents as identified below and as further described in Appendix D:

- A. Dental: Full Service Dental coverage as outlined in Appendix E will be offered to employees, their spouse and eligible dependents. Employees shall pay the same premium cost share for Full Dental that is paid for the medical insurance plan. Employees shall be eligible to receive Dental Rider A with the Town paying 100% of the cost of Rider A. Riders B, C and D are available with the employee paying the full cost of the Riders.
- B. Anthem Vision Care plan is 100% employer-paid providing benefits as outlined in Appendix F.
- C. Employee premium cost share:
  1. Effective July 1, 2018: 16.50%.
  2. Effective July 1, 2019: 16.50%.
  3. Effective July 1, 2020: 16.50%.
- D. High Deductible Health Insurance Plan / Health Savings Account.
  1. Effective July 1, 2017, the sole plan offered to all bargaining unit employees by the Town will be the High Deductible Health Plan (HDHP) with a Health Savings Account (HSA), except as may otherwise be required by law. Said HDHP shall contain benefits as described and set forth herein.

2. The HDHP plan shall have the following plan year deductibles: Single \$2,000 / Employee + 1 \$4,000 / Family \$4,000 with the Town contributing fifty percent (50%) of the applicable annual deductible to the employee's HSA account.
3. Following exhaustion of the applicable deductible there shall be no further prescription drug co-payments.

E. Health Savings Account HSA Funding

1. The Town shall fund the following percentages to the employee's HSA as follows:
  - a. Effective July 1, 2018: 50.00%.
  - b. Effective July 1, 2019: 50.00%.
  - c. Effective July 1, 2020: 50.00%.
2. The Town will submit its contribution to the employee's HSA for the deductible in two payments, one-half in July and one half in January. Employees enrolling in the plan after commencement of the plan year, will receive a pro-rated funding contribution based on the number of months in the plan upon establishment of their HSA, and then will fall into the schedule to receive the next funding in July or January. If an employee can demonstrate they have exhausted their HSA due to unanticipated circumstances or undue hardship, the Town will permit an advancement of some or all of the remaining Town contributions for that plan year to the employee.

F. Spouses and dependents of part-time employees are eligible for health insurance coverage above. The Town shall contribute fifty percent (50%) of the difference in the premium cost between single coverage and two-person or family coverage during each year of this agreement. Part-time employees electing two-person or family coverage shall pay the remaining fifty percent (50%) of difference in the premium cost between single coverage and two-person or family coverage during each year of this agreement.

G. The Town shall provide for employee contributions to health benefits to be made on a pre-tax basis in accordance with Section 125 of the IRS code.

H. The Town shall continue to provide paid health insurance, with applicable employee co-pay, for workers on any type of disability benefit.

I. Waiver of Health Insurance Coverage:

Any employee who is covered under alternate health insurance may voluntarily elect to waive in writing on a Town provided form, health insurance coverage and receive an additional annual compensation in lieu of said coverage. The amount of the annual compensation an employee may receive shall be \$3,000 for family coverage, \$2,000 for two (2) individuals, and \$1,000 for single employees. Payments to those employees waiving such coverage shall be made in equal payments during the months of July and January of each calendar year.

1. If an employee loses alternate health insurance coverage, the employee may enroll

in Town provided health insurance coverage. Upon receipt of revocation of waiver, insurance coverage shall be reinstated as soon as possible, subject however to any regulations or restrictions, including waiting periods, which may be required by the insurance carrier. Depending on the effective date of such reinstated coverage appropriate financial adjustments shall be made between the employee and the Town to ensure that the employee has been compensated, but not overcompensated for any waiver elected in this section.

2. Notice of intention to waive insurance coverage must be sent to the Town Manager not later than sixty (60) days after the signing of this negotiated Agreement. Thereafter, employees must submit an annual waiver during the Open Enrollment Period.

J. Wellness Program:

As soon as practical after the issuance of the arbitration award in Case No. 2016-MBA-112 each of the health insurance plans set forth in this Article shall include a wellness incentive program, designed to provide early diagnosis and appropriate information to patients so that they and their health care professionals can determine appropriate, timely courses of treatment as needed. Such program shall be agreed to by the parties before implementation. The wellness program will include age-based preventive physical examinations and age-based preventative screenings. If an employee and/or the employee's enrolled dependents do not agree to participate in the wellness program and not actually fulfill all applicable requirements of the wellness program and do not actually fulfill all applicable requirements of the wellness program plan for a plan year, the employee shall not receive the additional incentives as outlined in the wellness program agreement.

J. Retiree Health Insurance:

Depending upon their date of hire, employees retiring from the Town shall be eligible to participate in the group medical health insurance outlined in Section 1 above or as modified in successor contracts pursuant to the conditions and restrictions in paragraph 1-3 and Sections J & K below.

1. Current employees on the payroll as of the effective date of the signing of the 2006-2009 Agreement shall have, at time of retirement, insurance and health benefits paid by the Town for themselves, spouse at the time of retirement and qualified dependents and step dependents at the time of retirement, with the retiree continuing to contribute their employee contribution percentage of the premium cost in effect at the time of their retirement. Post retirement spouse(s) and post retirement step dependent(s) are not eligible for coverage. Any individual in the HDHP plan during retirement will be responsible for any additional cost; except that the Town will fund 50% of the cost of the applicable annual deductible. A list of eligible employees and their dates of hire is included as Appendix B.
2. New employees hired after the effective date of the signing of the 2006-2009

agreement shall have, at time of retirement, insurance and health benefits paid by the Town for themselves only, with the retiree continuing to contribute their employee contribution percentage of the premium cost in effect at the time of their retirement. New employees hired after the effective date of the signing of the 2006-2009 agreement, may elect, at time of retirement, to continue insurance and health benefits coverage for their spouse at the time of retirement and qualified dependents and step dependents at the time of retirement, provided the retiree contributes 100% of premium cost in effect at time of retirement. Post retirement spouse(s) and post retirement step dependent(s) are not eligible for coverage. Any individual in the HDHP Plan during retirement will be responsible for any additional cost; except that the Town will fund 50% of the cost of the applicable annual deductible for single coverage only. A list of eligible employees and their dates of hire is included as Appendix B.

3. Library employees hired on or after July 1, 2009 shall not be eligible for retiree health insurance for themselves or their dependents, nor shall they be required to contribute to the Other Post Employment Benefits (OPEB) Fund as described in Article XII (Pension Plans and Other Post Employment Benefits). COBRA will be offered as may be required by law.

J. For purposes of this Agreement, dependents shall be defined as an employee's spouse, and/or dependent child(ren) up to the age of 26 for medical coverage and up to age 19 for dental coverage.

K. If during the term of this Agreement the Town investigates alternative insurance carriers or benefits providers, the Town will give timely notice to the Union and will involve the Union in such a process. Any changes in carriers and/or providers shall not result in any increased cost to employees and shall not result in decreased benefits.

## **SECTION 2 - LIFE INSURANCE AND AD&D**

A. The employer shall provide and pay for life insurance for all bargaining unit employees equal to 150% of the employee's annual salary or \$90,000, whichever is less. The amount of the life insurance shall be rounded up to the next higher multiple of \$1000 if not already a multiple of \$1000.

B. The Town shall provide and pay for Accidental Death and Dismemberment (AD&D) for all members of the bargaining unit in the principle sum equal to one and one half (1.5) times the employee's annual wage or \$90,000, whichever is less.

C. Bargaining unit employees may purchase at their own expense up to fifty (50) percent additional life insurance and AD&D coverage at group rates in increments of \$1000 with an enrollment held on each July 1.

D. Part-time employees shall be eligible for life insurance and AD&D coverage pursuant to this Article.

E. The Town shall provide and pay for a \$10,000 life insurance policy for bargaining unit employees retiring from Town service after July 1, 2012 (whether through early, normal or disability retirement as defined under the Wethersfield Town Pension Plan).

### **SECTION 3 - LONG TERM DISABILITY**

A. The Town/Library will provide and pay for Long Term Disability protection insurance for all bargaining unit employees. This plan provides coverage after ninety (90) days disability, at the rate of sixty percent (60%) of average monthly earnings with a monthly maximum of \$3,000 and with offset for any disability income benefits to age 65. Details concerning eligibility and benefits are governed by the plan description.

B. A bargaining unit employee who is receiving long-term disability payments may supplement those payments by using accumulated sick leave.

C. Part-time employees shall be eligible for the Long Term Disability coverage provided under this article.

## **ARTICLE XII - PENSION PLANS AND OTHER POST EMPLOYMENT BENEFITS (OPEB)**

### **SECTION 1 - I.R.C. SECTION 414(h)**

With respect to all Library employees who are members of the bargaining unit as of the effective date of this agreement, and all bargaining unit members hired on or after the effective date of this Agreement, the Employer shall pick up the employee contributions required by this Article for all compensation earned on and after date of hire with approval of the Internal Revenue Service; and the contributions so picked up shall be treated as employer contributions in determining federal income tax treatment under the United States Internal Revenue Code; however, such employer shall continue to withhold federal income tax based upon these contributions until the Internal Revenue Services, or the federal courts, rule that, pursuant to Section 414(h) of the United States Internal Revenue Code (1986) as amended, these contributions shall not be included as gross income of the employee until such time as they are distributed or made available. Therefore, all contributions are pre-tax contributions. The employer shall pay the employee contributions from the same source of funds which is used in paying earnings to the employee. The employer may pick up these contributions by a reduction in the cash salary of the employee.

### **SECTION 2 - ELIGIBILITY AND INCLUSION**

The "Town of Wethersfield Pension Plan" shall include the bargaining unit members of UE Local 222, CILU # 81-4082 when reference is made to the employee.

### **SECTION 3 - CONTRIBUTIONS AND BENEFITS**

#### **DEFINED BENEFIT PENSION PLAN**

A. Collective bargaining unit employees who are members of the Town's Defined Benefit Pension Plan and who are eligible to receive retiree health benefits paid by the Town will contribute the following amounts of his/her monthly earnings. All such contributions shall be treated as pre-tax contributions.

1. For the Fiscal Year beginning 7/1/18- effective 12/24/2018: 5.25%.
2. Effective 7/1/2019: 5.50%
3. Effective 7/1/2020: 5.50%

B. The monthly Normal Retirement Benefit to a Library employee and bargaining unit member who retires on his/her normal retirement date shall be equal to two-percent (2%) of his/her Average Monthly Earnings multiplied by the number of his/her years of Credited Service. Effective July 1, 2012, the monthly Retirement Benefit payable to a Town employee who is a member of UE Local 222, CILU No. 81-4082, and who retires on his/her Normal Retirement Date shall be equal to 2.25% of his/her Average Monthly Earnings multiplied by the number of his/her years of credited service, provided that the 2.25% multiplier shall only apply to years of service earned after July 1, 2012.

C. A Library employee and bargaining unit member whose early retirement date occurs no earlier than the first day of the calendar month, coincident with or next following, the later of the date on which he/she has attained age fifty (50) and the sum of his/her years of age plus his/her years of Credited Service while working for the Town first equals at least eighty (80), shall be eligible to receive his/her Early Retirement Benefit without the reduction specified in Article V, Section 5.2(b) of the "Town of Wethersfield Pension Plan". All employees must have actively worked the number of years required to reach the eighty (80) threshold.

#### **DEFINED CONTRIBUTION PENSION PLAN:**

A. Employees hired after July 1, 2012 will not be eligible to participate in the Town of Wethersfield Pension Plan but will participate in a defined contribution plan with the Town and the employees each annually contributing 4.5% of the employee's gross salary to the defined contribution plan.

#### **OTHER POST EMPLOYMENT BENEFITS (OPEB)**

A. Subject to the amount of money available in the fund, the Town shall have the discretion to determine the date upon which to commence using the monies to fund the cost of retiree health insurance benefits. The Town shall provide to the Union at least annually, a full accounting of the contributions to the fund, interest, and any expenses charged to the fund.

The amounts deposited in this fund are for the exclusive purpose of creating a reserve fund to pay for retiree health insurance benefits. Employees who leave the Town's employment prior to meeting the eligibility requirements for retiree health insurance benefits under the Pension Plan shall be eligible to recover the monies constituting their contributions to the fund along

with interest at a rate of three percent (3%) per annum. Contributions: (all contributions are "pre-tax" and are made in accordance with Section 414 H of the United States Internal Revenue Code (1986) as amended).

For those employees eligible for retiree health benefits paid by the Town the employee's contribution to the OPEB Fund shall be

1. For the Fiscal Year beginning July 1, 2018, the OPEB contribution shall be 3.25% and effective 12/24/2018.
2. Effective 7/1/19: 3.50%.
3. Effective 7/1/2020: 3.50%.

#### **SECTION 4 - PENSION PLAN COMMITTEE**

The Town agrees to appoint a representative from UE Local 222, CILU #81 to serve on the Town's Pension Plan Committee with the right to vote on matters involving members of UE Local 222, CILU #81-4082. Each bargaining unit member will receive a copy of the Pension Plan upon hire or as amended.

#### **ARTICLE XIII - HOLIDAYS**

##### **SECTION 1 - PAID HOLIDAYS**

A. All full-time bargaining unit employees shall be granted time off with pay for 14 holidays of the year. Prior to September 1<sup>st</sup> of each year, the Library and Union shall mutually agree on the desired holiday schedule for the coming year. Part-time employees will be granted holiday pay on a pro-rated basis. Eleven of the holidays shall be chosen from the following days:

- |                          |                              |
|--------------------------|------------------------------|
| - New Years Day          | - Columbus Day               |
| - Martin Luther King Day | - Veterans' Day              |
| - Presidents' Day        | - Thanksgiving Day           |
| - Good Friday            | - Day after Thanksgiving     |
| - Memorial Day           | - Christmas                  |
| - Independence Day       | -The day before or after any |
| - Labor Day              | of the afore-listed holidays |

B. If a holiday falls on a day that is the employee's regularly scheduled day off, the employee will be granted another day off in lieu of the holiday. This will be taken within the pay period directly preceding or directly following the actual holiday unless the Library Director determines that an extraordinary circumstance applies. The employee shall submit this request in writing at least one week before the Monday of the week in question, except for reasons beyond the employee's control.

C. When a scheduled holiday occurs while a bargaining unit employee is on sick leave or other leave with pay, such day observed as a holiday shall not be charged against the employee's

accumulation of leave time. Holiday leave does not otherwise accumulate.

D. On Thanksgiving Eve day, Christmas Eve day and New Year's Eve Day, all bargaining unit employees' schedules will be adjusted so that no one will be required to work any later than 5:00 PM.

E. One (1) additional holiday from the list above will be granted at the discretion of the Library Director.

## **SECTION 2 - FLOATING HOLIDAYS**

Two other days will be granted to full-time bargaining unit employees as floating holidays, to be used at the employee's discretion. Floating holidays must be used by the end of the calendar year. Floating holidays for new employees shall be pro-rated in the first year of employment. Requests to use floating holidays must be requested in writing at least one week before the Monday of the week in question, except for reasons beyond the employee's control.

## **ARTICLE XIV - VACATION**

### **SECTION 1 – ACCRUAL**

A. All full-time bargaining unit employees shall earn annual vacation at their current rate of pay based upon length of service. Vacation shall be accrued biweekly throughout the year.

B. A full-time bargaining unit employee shall be entitled to one week (5 working days) of vacation leave for each six (6) months full-time service up to one (1) year, beginning with the date of employment. No vacation shall be taken until the employee has completed six (6) months of service.

C. After 1 full year of service, bargaining unit employees shall accrue vacation at the following rates:

1. 2nd through 4th years 10 days
2. 5th & 6th years 15 days
3. 7th & 8<sup>th</sup> years 16 days
4. 9<sup>th</sup> year 17 days
5. 10<sup>th</sup> year 18 days
6. 11<sup>th</sup> year and above 20 days

D. Part-time bargaining unit employees will be granted vacation on a pro-rated basis.

E. All bargaining unit employees may accrue up to twice their annual allowable vacation days. In extraordinary circumstances the Library Director may grant an exception in writing to allow additional accrual provided that the employee has made a special request in advance, in writing, to the Department Manager, and the Department Manager has recommended that the exception be granted. The Library Director and Department Manager will not unreasonably deny such a request. If an exception is granted, the extra days must be used before the end of the fiscal year

they are carried into.

F. Any employee who has accumulated more than twice their annual allowable vacation days shall not lose the days already accumulated. The Office Manager and all full-time Librarian Is and Librarian IIs, employed at the time of the 2006-2009 Agreement shall continue to receive four (4) weeks paid vacation.

## **SECTION 2 – REQUESTS**

A. Employees must submit requests for vacation in writing at least one week before the Monday of the week in question, except for reasons beyond the employee's control. The vacation schedule shall be approved first by the Department Manager and then by the Library Director.

B. The Library reserves the right to limit the number of employees on vacation at any given time. Vacation requests will be approved in the order in which they are received and taking into account the needs of the library schedule.

C. For the purpose of vacation, a "day" is defined as a seven-hour (7) day or seven and one-half (7.5) hour day, in accordance with Article VI, Section 2D and E. Vacation may be taken in increments of no less than one (1) hour.

D. Normally, vacation leave may be taken in conjunction with a holiday not more than twice during the year, so that all have a fair opportunity to take time off near holidays. In reviewing the request, the Department Manager shall take into consideration the desires of the employee, the Library's staffing needs and the schedules of other employees in the same work area.

## **SECTION 3 – SEPARATION**

Employees who separate from the Library in good standing, or who are laid off for lack of work after employment of six (6) months or more, or who have retired from service, shall receive full payment for unused vacation leave, up to the maximum accrual permitted above. For the purposes of this section, to separate from the Library "in good standing," a non-exempt employee shall give the Library two (2) weeks notice. Exempt employees shall give at least three (3) weeks notice, unless the Library Director allows shorter notice. Said notice shall be in writing to the Library Director. In the event of an employee's death, such payment shall be made to his/her beneficiary.

## **ARTICLE XV - LEAVE**

### **SECTION 1 - SICK LEAVE**

A. All employees shall earn sick leave on a bi-weekly basis. Sick leave accrual shall be as follows:

1. After six (6) months of employment, up to five (5) years: Full-time employees will earn twelve (12) days a year. Part-time employees will earn sick leave on a pro-rated basis, based on hours worked.

2. Five years or more employment, full-time employees will earn fifteen (15) days a year.

B. For the purpose of earning sick leave for full time employees, a "day" is defined as:  
a. Seven (7) hour day for employees working 35 hours per week and  
b. Seven and one half (7.5) hour day for employees working 37.5 hours per week in accordance with Article VI.

C. An employee shall earn sick leave while on paid leave.

D. Sick leave with pay may be used by an employee who is unable to work due to personal illness or injury that is not covered by worker's compensation. Such an employee may also use sick leave for medical appointments that cannot be scheduled outside of working hours. Sick leave may be used for a reasonable period to make arrangements or care for a member of the employee's immediate family who is ill and requires the employee's care. For this purpose "immediate family" means mother, father, spouse or child, or another relative of the employee who resides in the employee's household.

E. Sick leave is to be used in no less than one (1) quarter hour increments.

F. Time lost due to unpaid sick leave may be made up during the same pay period if approved by the Department Manager.

G. It shall be the responsibility of an employee to notify the Library Director or the Department Manager in advance of sick leave, whether paid or unpaid, except in an emergency. To be eligible for sick leave, an employee shall notify the Director or Department Manager as early as possible for the beginning of his/her normal work day but at least one hour prior to the time set for beginning his or her daily duties expect for reasons beyond the employee's control.

H. Bargaining unit employees may be required to file a physician's certificate as to the disabling nature of the illness if the employee has been absent for more than three (3) consecutive days.

I. A doctor's statement shall be required from employees after five (5) consecutive days of absence. Employees shall not be required to provide to the Town a doctor's statement for the first ten (10) day absences in any fiscal year; however, thereafter a doctor's statement shall be required from sickness or injury during such fiscal year regardless of the duration of such absence.

J. All bargaining unit employees may accumulate sick leave without limit.

K. Employees shall choose one of the following options for use of accrued sick time upon separation in good standing:

Option A Employees retiring from Town Service may choose to have their accrued sick time added to their years of credited service for the purpose of computing pension benefits. Pension benefits will be based on the combined total of actual years of service plus accrued sick time in increments of full years only.

Option B As an alternative employees retiring from Town service, may choose to use

accrued sick leave to be added to their years of service to satisfy the requirements of the Rule of 80. Total credited service may only be calculated in increments of full years.

## **SECTION 2 - FAMILY AND MEDICAL LEAVE**

A. Per the Family and Medical Leave Act (FMLA), an employee who has worked for the Library for at least twelve (12) months, and who has worked 1,250 actual hours during the twelve (12) months immediately preceding the start of a leave, is eligible for unpaid leave for one of the following reasons:

1. The birth or care of the employee's newborn child;
2. The placement of a child with the employee for adoption or for foster care;
3. Care of the employee's spouse, domestic partner, child, parent or any other individual for whom the employee is legally responsible for a serious medical condition; or
4. Care of the employee's own serious medical condition including pregnancy.

B. Accrued sick and/or vacation leave may be substituted for any unpaid portions of this leave taken for any reason.

## **SECTION 3 - BEREAVEMENT AND FUNERAL LEAVE**

All bargaining unit employees shall be granted paid funeral leave when there is a death in the employee's immediate family. For the death of an employee's parent, sibling, child, spouse or domestic partner or any individual for whom the employee is legally responsible, five (5) days shall be granted. For the death of an employee's mother-in-law, father-in-law, grandparent, grandchild, aunt, uncle or nephew or niece or another relative of the employee who resides in the employee's household, up to three (3) days shall be granted.

## **SECTION 4 - PERSONAL LEAVE**

A. Each fiscal year, a full-time bargaining unit employee who has successfully completed the probationary period shall be granted up to three (3) days leave of absence with pay with no explanation required. Each fiscal year a part-time bargaining unit employee who has successfully completed the probationary period shall be granted a leave of absence with pay on a prorated basis with no explanation required.

B. Employees who have worked less than one year will have personal leave pro-rated based on the length of time employed.

C. Personal leave shall be taken and charged in increments of no less than one hour and shall not accrue from year to year. There shall be no payment of personal leave upon termination of employment.

D. Employees must submit request for personal leave in writing at least one week before the Monday of the week in question, except for reasons beyond the employee's control. Requests shall be granted by the employee's supervisor or his/her designee taking into consideration the

staffing needs of the department and the Library.

#### **SECTION 5 - JURY DUTY**

All bargaining unit employees shall be granted leave for required jury duty necessitating appearance before a court. Such leave shall be only during the time in which appearance is required. Hours served on jury duty shall be considered regular work hours. Such employee shall receive that portion of his/her regular salary that together with the jury duty pay or fees equals his/her base salary for the same period. A copy of the Jury Notice to Serve and the Certificate of Juror Service shall be given to the Library Director.

#### **SECTION 6 - MILITARY LEAVE**

Per the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), an employee who voluntarily or involuntarily leaves Library employment to undertake military service or certain types of service in the National Disaster Medical System shall have the right to be reemployed in his/her position and receive the benefits the employee would have attained if he/she had not been absent due to military service. The Library shall not discriminate against past and present members of the uniformed services, and applicants to the uniformed services.

#### **SECTION 7 - LEAVE WITHOUT PAY**

A. The Library Director may grant a leave of absence without pay to an employee for personal reasons for a maximum of six (6) months, provided that the leave will serve the interests of the Library and the position can either remain vacant or be filled by a temporary appointment until the expiration of such leave. No leave or other benefits shall accrue during a leave without pay.

B. No more than one (1) bargaining unit employee shall be on such unpaid leave at the same time.

C. An employee may request a leave of absence without pay for the purpose of professional development that is related to the employee's work for the Library. The Director may grant approval for such leave provided that the leave will not interfere with Library operations.

D. In the event the reason for any leave ceases, the Library Director may immediately terminate any such leave with notice given to the employee and the Union.

E. During the period of any such leave without pay, the employee shall not be credited with seniority.

F. During the time of leave of absence without pay if the employee has worked at least twelve (12) months for the Library, the employee's health insurance coverage shall be continued and paid by the Library up to three (3) months from the date the leave of absence begins. The employee shall continue to pay their monthly share of the insurance premium.

G. The employee's life insurance coverage may be continued by the Library up to three (3) months from the date the leave of absence begins, provided the employee continues to pay their full share of the life insurance premium, if any.

H. After three (3) months has expired, the employee's health insurance and life insurance coverage may be continued by the Library, provided the employee makes full contribution towards such coverage.

I. Any insurance arrangements must be made between the employee and the Library prior to the commencement of the leave, and any controversy concerning the employee's continuance of such health and life insurance during the leave shall not be subject to grievance.

### **SECTION 8 - UNION LEAVE**

A. No more than two members of the bargaining unit shall be allowed work release time with pay for the purpose of contract negotiations. Meetings shall be scheduled alternately on Town and personal time.

B. One (1) member of the bargaining unit may be designated to process grievances and attend other hearings involving the administration or interpretation of the agreement and with the approval of the Library Director or designee any such member and the grievant(s) shall be granted the time without loss of pay to engage in investigating and processing said grievance, or attend hearings when such activity takes place at a time when said members are scheduled to be on duty. Approval from the Library Director or her/his designee shall not be unreasonably withheld.

C. One (1) member of the bargaining unit may be granted leave of absence from duty with pay to attend Union Annual Conventions, or Union business for which they have been designated as a Union delegate, but said employee shall not be granted or entitled to reimbursement by the Library for any expenses incurred in travel or otherwise. Such leave shall not exceed four (4) days per year and shall be requested in writing to the Library Director at least ten (10) days before the Monday of the week in question. The Library Director or Department Manager may require that the employee furnish evidence of attendance at the Annual Convention or other Union business. The Department Manager or Library Director may only deny a request for paid leave submitted under this section if, in his/her opinion, the absence from duty of an employee during the period requested would be detrimental to the work of the library.

D. No Union meetings will be held on paid work time.

E. Failure to obtain prior approval to conduct Union business on Library paid time shall be subject to discipline up to and including termination.

### **SECTION 9 - WEATHER/EMERGENCY LEAVE**

A. In the event that the Library closes early due to inclement weather or other emergency situation, bargaining unit employees must remain at work until the early closing time in order to receive full pay for all of their normally scheduled hours. If a bargaining unit employee leaves work prior to the early closing time they must use accrued paid leave time to cover their hours of work through the early closing time.

B. In the event that the Library opens late due to inclement weather or other emergency

situation, bargaining unit employees must report to work at the delayed opening time in order to receive full pay for all of their normally scheduled hours for that day. If a bargaining unit employee reports to work later than the delayed opening time they must use accrued paid leave time to cover their hours of work from the delayed opening time until they arrive at work.

- C. In the event of pending inclement weather conditions, if a bargaining unit employee calls out prior to midnight (12:00 AM EST) and the Library has not yet been closed for the subsequent day, the employee must use accrued paid leave to be paid for the next day if the Library is subsequently closed (i.e., the Library does not open at all due to inclement weather conditions).
- D. In the event of pending inclement weather conditions, if a bargaining unit employee calls out after midnight (12:00 AM EST) and the Library is subsequently closed (i.e., the Library does not open at all due to inclement weather conditions), the employee shall be paid for all of their normally scheduled hours and shall not be required to use any accrued paid leave time.

## ARTICLE XVI - PROBATION AND EVALUATION

### **SECTION 1 – PROBATION**

- A. A newly hired employee shall be regarded as probationary for one hundred eighty (180) calendar days. The probationary period may be extended for an additional ninety (90) calendar days by the Library Director in consultation with the Department Manager.
- B. Current employees promoted or moving to any new position shall undergo a probationary period of ninety (90) calendar days, which may be extended an additional sixty (60) days. An employee may return to his/her former position provided the employee elects to do so within thirty (30) calendar days of beginning his/her new position.
- C. Probationary employment may be terminated as the Director shall determine. Termination of employment during probation shall not be subject to grievance or arbitration procedures.
- D. No later than ten (10) days prior to the expiration of an employee's probationary period, the employee and the Union shall be notified whether the employee's service is satisfactory or whether an extension is proposed by management.
- E. Current employees promoted or moving to any new position shall maintain all seniority rights during the probationary period as well as the accrual and use of all applicable benefits including but not limited to vacation time, holidays, sick leave and health insurance.
- F. Newly hired employees during the probationary period, shall be entitled to holidays and, following any applicable waiting period, health insurance and all other benefits.
- G. Upon successful completion of the probationary period for newly hired employees, time spent on probation shall be counted for computation of sick leave and vacation leave accumulation.

Seniority shall also be retroactive to the commencement of employment.

## **SECTION 2 – EVALUATIONS**

A. The job performance of each regular employee shall be evaluated annually. The evaluation shall be done by the employee's immediate supervisor and reviewed by the Library Director for final approval. Employee performance appraisals are primarily designed to assess employee's performance in relation to the standards for the employee's job, and the annual goals set by the employee and the supervisor at the previous year's performance appraisal. Second, they are also designed to assess what development or training needs exist. Third, as part of the evaluation process, the employee and the supervisor set goals for the coming year, against which the employee is evaluated in the next year.

B. An employee who disagrees with the performance appraisal of the supervisor may submit a statement identifying the areas of disagreement and the reasons for the disagreement. This statement will be included in the employee's personnel file.

## ARTICLE XVII - DISCIPLINE, CONDUCT AND PERSONNEL FILES

### **SECTION 1 – DISCIPLINE**

A. No employee covered by this agreement shall be disciplined except for just cause.

B. A supervisor may discipline, in consultation with the Library Director, an employee under her supervision, but may also consult with another Department Manager if the infraction occurred in that other Manager's Department. However, only the Director may discharge an employee.

C. Disciplinary action shall be progressive and constructive.

D. Depending on the offense, disciplinary action shall follow the following order, unless, in the judgment of the Department Manager or Director, the infraction is of such severity that one or more of the steps should be omitted.

1. Verbal Warnings (provided a note shall be placed in the employee's file indicating a verbal warning was given).
2. Written Warnings
3. Suspension without Pay
4. Discharge

E. The employee disciplined shall be furnished a copy of all written material placed in the employee's file relating to a disciplinary action. Any suspension or discharge shall be stated in writing, including the reason for such action and a copy given to the employee and the Union as soon as possible after such suspension or discharge.

F. Warning letters, or reports of verbal warning shall be permanently removed from an employee's personnel file on the second anniversary of the occasion giving rise to the discipline provided no additional disciplinary actions have occurred within the two year period.

G. All Loudermill and Weingarten Rights will be utilized in all disciplinary procedures.

## **SECTION 2 - WORKPLACE CONDUCT**

A. Employees are expected at all times to conduct themselves in a positive manner that promotes the principles expressed in the Library's mission and values statements. Such conduct includes, but is not limited to:

1. Treating all customers and visitors with courtesy and respect under all circumstances;
2. Treating all co-workers with courtesy and respect under all circumstances regardless of differences in order to maintain a positive work environment that encourages greater productivity and teamwork, and which translates into improved public service;
3. Complying with the Library's policies and procedures that are not in conflict with specific provisions of this Collective Bargaining Agreement. Policies which apply include, but are not limited to the following:
  - a. Conflicts of interest
  - b. Violence in the Workplace;
  - c. Drug and alcohol abuse;
  - d. Smoking;
  - e. Electronic communications and Internet
  - f. Standards of Dress;
  - g. Harassment.

B. The Library and all bargaining unit employees agree to adhere to the American Library Association Code of Ethics and Library Bill of Rights and their official interpretations in effect at the time this Agreement is signed.

C. Employees are encouraged to report all actions that do not conform to these standards to the appropriate Department Manager or the Library Director.

## **SECTION 3 - NAME TAGS**

The wearing of name tags identifies Library employees to the general public. Such name tags shall be supplied and paid for by the Town. Employees may choose Ms., Miss, Mrs., or Mr. and a first and/or last name to be displayed on their name tag. Name tags will include job title. A list of all employees' name tag identifications shall be kept by the Library Administration. This is to ensure the employee's personal privacy and safety.

## **SECTION 4 - PERSONNEL FILES**

A. The Library will maintain a comprehensive personnel file for each employee, which includes but is not limited to information concerning the employee's employment history, attendance,

performance and compensation. The file will be maintained in a locked cabinet under the control of the Library Director. An employee has the right to review his or her personnel file during regular working hours by submitting a written request to the Library Director. If an employee disagrees with information in the personnel file, the employee may file a rebuttal for inclusion.

B. Copies of the personnel file shall be provided upon the request at no charge. No separate, active personnel file shall be maintained. Employees shall be given written copies of statements and evaluations before they are placed in the employee's personnel file. They shall be signed and dated by the employee.

### **C. Payroll Benefits and Other Financial Records**

1. On behalf of the Library, the Finance Department of the Town of Wethersfield will maintain official payroll, tax and benefits records for Library employees. An employee may review such information by submitting a written request to the Town's Director of Finance.

### **D. Health Records**

1. Employee Protected Health Information (PHI) will be kept in a separate locked file in the Finance Department. The Town Payroll Clerk will serve as the Privacy Officer for PHI. Current employees will be furnished with a notice of privacy practices. New employees will be furnished a copy when they are hired. An account will be maintained of any disclosures made of an employee's PHI for the last six (6) years. Employees wishing to access their PHI will submit a written request to the town's Human Resources Manager. If an employee disagrees with information in his or her PHI file, the employee may file a rebuttal for inclusion in the file

## **ARTICLE XVIII - DISCRIMINATION, EQUAL EMPLOYMENT AND SAFETY**

### **SECTION 1 - NO DISCRIMINATION**

The Town and Union agree that there shall be no discrimination because of race, color, sex, age, marital status, religious or political belief, national origin, disability, gender identity, immigration status, or membership or non-membership in the Union with respect to the application of any provision of this Agreement. The Town agrees to comply with all applicable state, federal, and municipal laws regarding discrimination including, but not limited to, the Connecticut Civil Unions legislation.

### **SECTION 2 - EQUAL EMPLOYMENT OPPORTUNITIES**

A. It is the continuing policy of the Town that all persons shall be given equal employment opportunity, in accordance with existing State and Federal laws, without regards to race, color, religious creed or political belief, national origin, sex, sexual orientation, age, veteran status, or mental or physical handicap as defined by law.

B. Without limitation of the foregoing, it is the ongoing policy of the Town to take positive action to assure compliance with all applicable state, federal and municipal laws, including but not limited to Connecticut Civil Unions legislation, in the areas of equal employment opportunity and to support and apply its program of equal employment and advancement of qualified females, minorities, disabled persons, disabled veterans and veterans.

### **SECTION 3 - DISABLED EMPLOYEES**

The Town and the Union agree to comply with the provisions of the Americans with Disabilities Act of 1990 (ADA). The Town shall take adequate steps to provide reasonable accommodations to disabled workers and applicants as required by the ADA. Nothing in this Agreement shall supersede an employee's statutory legal rights and/or remedies.

### **SECTION 4 - SAFE WORK ENVIRONMENT**

A. The Town agrees to provide each employee with safe and healthful conditions of work. The Town will enact any necessary policies and procedures to ensure the safety of all employees. The Town will at all times maintain adequate medical and first aid services. The Union agrees to give assistance and cooperation in the prevention, correction and elimination of all unhealthful and unsafe working conditions and practices.

B. Non-supervisory bargaining unit employees will report safety concerns to their immediate supervisor and together they will prepare a written incident report on Town provided incident report forms. All non-supervisory bargaining unit employees will be trained by their supervisor in the use of written Incident Report forms. In the absence of their immediate supervisor they will report to the senior supervisory employee on duty at the time of the incident. Supervisory bargaining unit employees will assist non-supervisory bargaining unit employees to complete written incident reports.

C. Incidents and accidents should be reported at the time of the incident, and a written report completed within forty-eight (48) hours or within three working days of the incident, whichever comes later, unless there are mitigating circumstances. Supervisory unit employees will give completed incident reports to the Library Director as soon as they are completed.

D. The Library Director will respond in writing within five (5) working days to the supervisor reporting the safety concern with a report on any action that has been taken. A copy of all incident reports regarding staff safety and the Library Director's responses will be kept on file in the Director's office and available upon request.

E. The Union shall designate a fully authorized representative to participate as a full member in the Town Safety and Health Committee on paid work time.

## **ARTICLE XIX - FULL AGREEMENT AND SAVINGS CLAUSE**

### **SECTION 1 - FULL AGREEMENT**

This agreement and its appendices constitute the entire agreement between the parties; and concludes all collective bargaining negotiations, except as may be otherwise mutually agreed hereafter during the term of this agreement.

**SECTION 2 - SAVINGS CLAUSE**

If any section, sentence, clause or phrase of this Agreement shall be held for any reason to be inoperative, void or invalid by court of law or an Arbitrator, the validity of the remaining portions of the agreement shall not be affected. Should both parties to this agreement mutually agree that a court or arbitrator ruling impacts on parts of the agreement, they shall immediately negotiate a substitute for the invalidated article, section, sentence clause or phrase.

**ARTICLE XX – DURATION**

This Collective Bargaining Agreement shall be and remain in full force and effect from July 1<sup>st</sup>, 2018 through and including June 30, 2021, and shall remain in full force and effect thereafter until either party serves timely notice of desire to renegotiate the Agreement in accordance with State law.

IN WITNESS THEREOF, the parties hereto set their hands at Wethersfield, Connecticut,  
17<sup>th</sup> Day of June, 2019

For UE Local 222, CILU # 81-4082

\_\_\_\_\_  
*Brigitte Hayes*  
\_\_\_\_\_  
*Shirley Giddens*  
\_\_\_\_\_

On behalf of the Library Board, for  
the Town of Wethersfield

*[Signature]*  
\_\_\_\_\_  
*Stephanie Askeland*  
\_\_\_\_\_

# Appendix A- Wage and Salary Schedules

EFFECTIVE 12-24-18		2.0% Increase								35 Hours Per Week	
Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8			
Library Asst. I/Office Asst	\$ 34,412.86	\$ 35,320.95	\$ 36,253.01	\$ 37,209.65	\$ 38,191.55	\$ 39,199.35	\$ 40,233.75	\$ 41,295.44			
	\$ 1,323.57	\$ 1,358.50	\$ 1,394.35	\$ 1,431.14	\$ 1,468.91	\$ 1,507.67	\$ 1,547.45	\$ 1,588.29			
	\$ 18.91	\$ 19.41	\$ 19.92	\$ 20.44	\$ 20.98	\$ 21.54	\$ 22.11	\$ 22.69			
Library Associate	\$ 45,883.82	\$ 47,094.61	\$ 48,337.35	\$ 49,612.88	\$ 50,922.07	\$ 52,265.80	\$ 53,645.00	\$ 55,060.59			
	\$ 1,764.76	\$ 1,811.33	\$ 1,859.13	\$ 1,908.19	\$ 1,958.54	\$ 2,010.22	\$ 2,063.27	\$ 2,117.71			
	\$ 25.21	\$ 25.88	\$ 26.56	\$ 27.26	\$ 27.98	\$ 28.72	\$ 29.48	\$ 30.25			
Base	\$ 57,354.77	\$ 58,868.25	\$ 60,421.67	\$ 62,016.09	\$ 63,652.57	\$ 65,332.24	\$ 67,056.24	\$ 68,825.72			
	\$ 2,205.95	\$ 2,264.16	\$ 2,323.91	\$ 2,385.23	\$ 2,448.18	\$ 2,512.78	\$ 2,579.09	\$ 2,647.14			
	\$ 31.51	\$ 32.35	\$ 33.20	\$ 34.07	\$ 34.97	\$ 35.90	\$ 36.84	\$ 37.82			
Office Manager	\$ 57,354.77	\$ 58,868.25	\$ 60,421.67	\$ 62,016.09	\$ 63,652.57	\$ 65,332.24	\$ 67,056.24	\$ 68,825.72			
	\$ 2,205.95	\$ 2,264.16	\$ 2,323.91	\$ 2,385.23	\$ 2,448.18	\$ 2,512.78	\$ 2,579.09	\$ 2,647.14			
	\$ 31.51	\$ 32.35	\$ 33.20	\$ 34.07	\$ 34.97	\$ 35.90	\$ 36.84	\$ 37.82			
Librarian/Childrens Librarian	\$ 57,354.77	\$ 58,868.25	\$ 60,421.67	\$ 62,016.09	\$ 63,652.57	\$ 65,332.24	\$ 67,056.24	\$ 68,825.72			
	\$ 2,205.95	\$ 2,264.16	\$ 2,323.91	\$ 2,385.23	\$ 2,448.18	\$ 2,512.78	\$ 2,579.09	\$ 2,647.14			
	\$ 31.51	\$ 32.35	\$ 33.20	\$ 34.07	\$ 34.97	\$ 35.90	\$ 36.84	\$ 37.82			
Librarian II	\$ 61,369.60	\$ 62,989.03	\$ 64,651.19	\$ 66,357.21	\$ 68,108.25	\$ 69,905.50	\$ 71,750.17	\$ 73,643.52			
	\$ 2,360.37	\$ 2,422.65	\$ 2,486.58	\$ 2,552.20	\$ 2,619.55	\$ 2,688.67	\$ 2,759.62	\$ 2,832.44			
	\$ 33.72	\$ 34.61	\$ 35.52	\$ 36.46	\$ 37.42	\$ 38.41	\$ 39.42	\$ 40.46			

EFFECTIVE 12-24-18		2.0% Increase								37.5 Hours Per Week	
Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8			
Library Asst. I/Office Asst	\$ 36,874.50	\$ 37,849.50	\$ 38,844.00	\$ 39,858.00	\$ 40,911.00	\$ 42,003.00	\$ 43,114.50	\$ 44,245.50			
	\$ 1,418.25	\$ 1,455.75	\$ 1,494.00	\$ 1,533.00	\$ 1,573.50	\$ 1,615.50	\$ 1,658.25	\$ 1,701.75			
	\$ 18.91	\$ 19.41	\$ 19.92	\$ 20.44	\$ 20.98	\$ 21.54	\$ 22.11	\$ 22.69			
Library Associate	\$ 49,159.50	\$ 50,466.00	\$ 51,792.00	\$ 53,157.00	\$ 54,561.00	\$ 56,004.00	\$ 57,486.00	\$ 58,987.50			
	\$ 1,890.75	\$ 1,941.00	\$ 1,992.00	\$ 2,044.50	\$ 2,098.50	\$ 2,154.00	\$ 2,211.00	\$ 2,268.75			
	\$ 25.21	\$ 25.88	\$ 26.56	\$ 27.26	\$ 27.98	\$ 28.72	\$ 29.48	\$ 30.25			
Base	\$ 61,444.50	\$ 63,082.50	\$ 64,740.00	\$ 66,436.50	\$ 68,191.50	\$ 70,005.00	\$ 71,838.00	\$ 73,749.00			
	\$ 2,363.25	\$ 2,426.25	\$ 2,490.00	\$ 2,555.25	\$ 2,622.75	\$ 2,692.50	\$ 2,763.00	\$ 2,836.50			
	\$ 31.51	\$ 32.35	\$ 33.20	\$ 34.07	\$ 34.97	\$ 35.90	\$ 36.84	\$ 37.82			
Office Manager	\$ 61,444.50	\$ 63,082.50	\$ 64,740.00	\$ 66,436.50	\$ 68,191.50	\$ 70,005.00	\$ 71,838.00	\$ 73,749.00			
	\$ 2,363.25	\$ 2,426.25	\$ 2,490.00	\$ 2,555.25	\$ 2,622.75	\$ 2,692.50	\$ 2,763.00	\$ 2,836.50			
	\$ 31.51	\$ 32.35	\$ 33.20	\$ 34.07	\$ 34.97	\$ 35.90	\$ 36.84	\$ 37.82			
Librarian/Childrens Librarian	\$ 61,444.50	\$ 63,082.50	\$ 64,740.00	\$ 66,436.50	\$ 68,191.50	\$ 70,005.00	\$ 71,838.00	\$ 73,749.00			
	\$ 2,363.25	\$ 2,426.25	\$ 2,490.00	\$ 2,555.25	\$ 2,622.75	\$ 2,692.50	\$ 2,763.00	\$ 2,836.50			
	\$ 31.51	\$ 32.35	\$ 33.20	\$ 34.07	\$ 34.97	\$ 35.90	\$ 36.84	\$ 37.82			
Librarian II	\$ 65,754.00	\$ 67,489.50	\$ 69,264.00	\$ 71,097.00	\$ 72,949.50	\$ 74,899.50	\$ 76,869.00	\$ 78,897.00			
	\$ 2,529.00	\$ 2,595.75	\$ 2,664.00	\$ 2,734.50	\$ 2,805.75	\$ 2,880.75	\$ 2,956.50	\$ 3,034.50			
	\$ 33.72	\$ 34.61	\$ 35.52	\$ 36.46	\$ 37.42	\$ 38.41	\$ 39.42	\$ 40.46			

EFFECTIVE 07-01-19		1.25% Increase								35 Hours Per Week	
Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8			
Library Asst. I/Office Asst	\$ 34,843.02	\$ 35,762.47	\$ 36,706.17	\$ 37,674.78	\$ 38,668.94	\$ 39,689.34	\$ 40,736.67	\$ 41,811.63			
	\$ 1,340.12	\$ 1,375.48	\$ 1,411.78	\$ 1,449.03	\$ 1,487.27	\$ 1,526.51	\$ 1,566.79	\$ 1,608.14			
	\$ 19.14	\$ 19.65	\$ 20.17	\$ 20.70	\$ 21.25	\$ 21.81	\$ 22.38	\$ 22.97			
Library Associate	\$ 46,457.37	\$ 47,683.29	\$ 48,941.56	\$ 50,233.04	\$ 51,558.59	\$ 52,919.13	\$ 54,315.56	\$ 55,748.85			
	\$ 1,786.82	\$ 1,833.97	\$ 1,882.37	\$ 1,932.04	\$ 1,983.02	\$ 2,035.35	\$ 2,089.06	\$ 2,144.19			
	\$ 25.53	\$ 26.20	\$ 26.89	\$ 27.60	\$ 28.33	\$ 29.08	\$ 29.84	\$ 30.63			
Base	\$ 58,071.70	\$ 59,604.11	\$ 61,176.94	\$ 62,791.29	\$ 64,448.23	\$ 66,148.90	\$ 67,894.44	\$ 69,686.05			
	\$ 2,233.53	\$ 2,292.47	\$ 2,352.96	\$ 2,415.05	\$ 2,478.78	\$ 2,544.19	\$ 2,611.32	\$ 2,680.23			
	\$ 31.91	\$ 32.75	\$ 33.61	\$ 34.50	\$ 35.41	\$ 36.35	\$ 37.30	\$ 38.29			
Office Manager	\$ 58,071.70	\$ 59,604.11	\$ 61,176.94	\$ 62,791.29	\$ 64,448.23	\$ 66,148.90	\$ 67,894.44	\$ 69,686.05			
	\$ 2,233.53	\$ 2,292.47	\$ 2,352.96	\$ 2,415.05	\$ 2,478.78	\$ 2,544.19	\$ 2,611.32	\$ 2,680.23			
	\$ 31.91	\$ 32.75	\$ 33.61	\$ 34.50	\$ 35.41	\$ 36.35	\$ 37.30	\$ 38.29			
Librarian/Childrens Librarian	\$ 58,071.70	\$ 59,604.11	\$ 61,176.94	\$ 62,791.29	\$ 64,448.23	\$ 66,148.90	\$ 67,894.44	\$ 69,686.05			
	\$ 2,233.53	\$ 2,292.47	\$ 2,352.96	\$ 2,415.05	\$ 2,478.78	\$ 2,544.19	\$ 2,611.32	\$ 2,680.23			
	\$ 31.91	\$ 32.75	\$ 33.61	\$ 34.50	\$ 35.41	\$ 36.35	\$ 37.30	\$ 38.29			
Librarian II	\$ 62,136.72	\$ 63,776.39	\$ 65,459.33	\$ 67,186.68	\$ 68,959.61	\$ 70,779.32	\$ 72,647.05	\$ 74,564.07			
	\$ 2,389.87	\$ 2,452.94	\$ 2,517.67	\$ 2,584.10	\$ 2,652.29	\$ 2,722.28	\$ 2,794.12	\$ 2,867.85			
	\$ 34.14	\$ 35.04	\$ 35.97	\$ 36.92	\$ 37.89	\$ 38.89	\$ 39.92	\$ 40.97			

EFFECTIVE 07-01-19		1.25% Increase								37.5 Hours Per Week	
Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8			
Library Asst. I/Office Asst	\$ 37,335.43	\$ 38,322.62	\$ 39,329.55	\$ 40,356.23	\$ 41,422.39	\$ 42,528.04	\$ 43,653.43	\$ 44,798.57			
	\$ 1,435.98	\$ 1,473.95	\$ 1,512.68	\$ 1,552.16	\$ 1,593.17	\$ 1,635.69	\$ 1,678.98	\$ 1,723.02			
	\$ 19.15	\$ 19.65	\$ 20.17	\$ 20.70	\$ 21.24	\$ 21.81	\$ 22.39	\$ 22.97			
Library Associate	\$ 49,773.99	\$ 51,096.83	\$ 52,439.40	\$ 53,821.46	\$ 55,243.01	\$ 56,704.05	\$ 58,204.58	\$ 59,724.84			
	\$ 1,914.38	\$ 1,965.26	\$ 2,016.90	\$ 2,070.06	\$ 2,124.73	\$ 2,180.93	\$ 2,238.64	\$ 2,297.11			
	\$ 25.53	\$ 26.20	\$ 26.89	\$ 27.60	\$ 28.33	\$ 29.08	\$ 29.85	\$ 30.63			
Base	\$ 62,212.56	\$ 63,871.03	\$ 65,549.25	\$ 67,266.96	\$ 69,043.89	\$ 70,880.06	\$ 72,735.98	\$ 74,670.86			
	\$ 2,392.79	\$ 2,456.58	\$ 2,521.13	\$ 2,587.19	\$ 2,655.53	\$ 2,726.16	\$ 2,797.54	\$ 2,871.96			
	\$ 31.90	\$ 32.75	\$ 33.62	\$ 34.50	\$ 35.41	\$ 36.35	\$ 37.30	\$ 38.29			
Office Manager	\$ 62,212.56	\$ 63,871.03	\$ 65,549.25	\$ 67,266.96	\$ 69,043.89	\$ 70,880.06	\$ 72,735.98	\$ 74,670.86			
	\$ 2,392.79	\$ 2,456.58	\$ 2,521.13	\$ 2,587.19	\$ 2,655.53	\$ 2,726.16	\$ 2,797.54	\$ 2,871.96			
	\$ 31.90	\$ 32.75	\$ 33.62	\$ 34.50	\$ 35.41	\$ 36.35	\$ 37.30	\$ 38.29			
Librarian/Childrens Librarian	\$ 62,212.56	\$ 63,871.03	\$ 65,549.25	\$ 67,266.96	\$ 69,043.89	\$ 70,880.06	\$ 72,735.98	\$ 74,670.86			
	\$ 2,392.79	\$ 2,456.58	\$ 2,521.13	\$ 2,587.19	\$ 2,655.53	\$ 2,726.16	\$ 2,797.54	\$ 2,871.96			
	\$ 31.90	\$ 32.75	\$ 33.62	\$ 34.50	\$ 35.41	\$ 36.35	\$ 37.30	\$ 38.29			
Librarian II	\$ 66,575.93	\$ 68,333.12	\$ 70,129.80	\$ 71,965.71	\$ 73,861.37	\$ 75,835.74	\$ 77,829.86	\$ 79,863.21			
	\$ 2,560.61	\$ 2,628.20	\$ 2,697.30	\$ 2,768.68	\$ 2,840.82	\$ 2,916.76	\$ 2,993.46	\$ 3,072.43			
	\$ 34.14	\$ 35.04	\$ 35.96	\$ 36.92	\$ 37.88	\$ 38.89	\$ 39.91	\$ 40.97			

EFFECTIVE 07-01-20		2.0% Increase								35 Hours Per Week	
Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8			
Library Asst. I/Office Asst	\$ 35,539.89	\$ 36,477.72	\$ 37,440.29	\$ 38,428.27	\$ 39,442.32	\$ 40,483.13	\$ 41,551.40	\$ 42,647.86			
	\$ 1,366.92	\$ 1,402.99	\$ 1,440.01	\$ 1,478.01	\$ 1,517.01	\$ 1,557.04	\$ 1,598.13	\$ 1,640.30			
	\$ 19.53	\$ 20.04	\$ 20.57	\$ 21.11	\$ 21.67	\$ 22.24	\$ 22.83	\$ 23.43			
Library Associate	\$ 47,386.52	\$ 48,636.96	\$ 49,920.39	\$ 51,237.70	\$ 52,589.76	\$ 53,977.51	\$ 55,401.87	\$ 56,863.82			
	\$ 1,822.56	\$ 1,870.65	\$ 1,920.02	\$ 1,970.68	\$ 2,022.68	\$ 2,076.06	\$ 2,130.84	\$ 2,187.07			
	\$ 26.04	\$ 26.72	\$ 27.43	\$ 28.15	\$ 28.90	\$ 29.66	\$ 30.44	\$ 31.24			
Base	\$ 59,233.14	\$ 60,796.19	\$ 62,400.48	\$ 64,047.11	\$ 65,737.20	\$ 67,471.88	\$ 69,252.33	\$ 71,079.77			
	\$ 2,278.20	\$ 2,338.31	\$ 2,400.02	\$ 2,463.35	\$ 2,528.35	\$ 2,595.07	\$ 2,663.55	\$ 2,733.84			
	\$ 32.55	\$ 33.40	\$ 34.29	\$ 35.19	\$ 36.12	\$ 37.07	\$ 38.05	\$ 39.05			
Office Manager	\$ 59,233.14	\$ 60,796.19	\$ 62,400.48	\$ 64,047.11	\$ 65,737.20	\$ 67,471.88	\$ 69,252.33	\$ 71,079.77			
	\$ 2,278.20	\$ 2,338.31	\$ 2,400.02	\$ 2,463.35	\$ 2,528.35	\$ 2,595.07	\$ 2,663.55	\$ 2,733.84			
	\$ 32.55	\$ 33.40	\$ 34.29	\$ 35.19	\$ 36.12	\$ 37.07	\$ 38.05	\$ 39.05			
Librarian/Childrens Librarian	\$ 59,233.14	\$ 60,796.19	\$ 62,400.48	\$ 64,047.11	\$ 65,737.20	\$ 67,471.88	\$ 69,252.33	\$ 71,079.77			
	\$ 2,278.20	\$ 2,338.31	\$ 2,400.02	\$ 2,463.35	\$ 2,528.35	\$ 2,595.07	\$ 2,663.55	\$ 2,733.84			
	\$ 32.55	\$ 33.40	\$ 34.29	\$ 35.19	\$ 36.12	\$ 37.07	\$ 38.05	\$ 39.05			
Librarian II	\$ 63,379.46	\$ 65,051.92	\$ 66,768.52	\$ 68,530.41	\$ 70,338.80	\$ 72,194.91	\$ 74,099.99	\$ 76,055.35			
	\$ 2,437.67	\$ 2,502.00	\$ 2,568.02	\$ 2,635.79	\$ 2,705.34	\$ 2,776.73	\$ 2,850.00	\$ 2,925.21			
	\$ 34.82	\$ 35.74	\$ 36.69	\$ 37.65	\$ 38.65	\$ 39.67	\$ 40.71	\$ 41.79			

EFFECTIVE 07-01-20		2.0% Increase								37.5 Hours Per Week	
Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8			
Library Asst. I/Office Asst	\$ 38,082.14	\$ 39,089.07	\$ 40,116.14	\$ 41,163.35	\$ 42,250.84	\$ 43,378.60	\$ 44,526.50	\$ 45,694.54			
	\$ 1,464.70	\$ 1,503.43	\$ 1,542.93	\$ 1,583.21	\$ 1,625.03	\$ 1,668.41	\$ 1,712.56	\$ 1,757.48			
	\$ 19.53	\$ 20.05	\$ 20.57	\$ 21.11	\$ 21.67	\$ 22.25	\$ 22.83	\$ 23.43			
Library Associate	\$ 50,769.47	\$ 52,118.76	\$ 53,488.19	\$ 54,897.89	\$ 56,347.87	\$ 57,838.13	\$ 59,368.67	\$ 60,919.34			
	\$ 1,952.67	\$ 2,004.57	\$ 2,057.24	\$ 2,111.46	\$ 2,167.23	\$ 2,224.54	\$ 2,283.41	\$ 2,343.05			
	\$ 26.04	\$ 26.73	\$ 27.43	\$ 28.15	\$ 28.90	\$ 29.66	\$ 30.45	\$ 31.24			
Base	\$ 63,456.81	\$ 65,148.45	\$ 66,860.24	\$ 68,612.30	\$ 70,424.77	\$ 72,297.66	\$ 74,190.69	\$ 76,164.28			
	\$ 2,440.65	\$ 2,505.71	\$ 2,571.55	\$ 2,638.93	\$ 2,708.65	\$ 2,780.68	\$ 2,853.49	\$ 2,929.40			
	\$ 32.54	\$ 33.41	\$ 34.29	\$ 35.19	\$ 36.12	\$ 37.08	\$ 38.05	\$ 39.06			
Office Manager	\$ 63,456.81	\$ 65,148.45	\$ 66,860.24	\$ 68,612.30	\$ 70,424.77	\$ 72,297.66	\$ 74,190.69	\$ 76,164.28			
	\$ 2,440.65	\$ 2,505.71	\$ 2,571.55	\$ 2,638.93	\$ 2,708.65	\$ 2,780.68	\$ 2,853.49	\$ 2,929.40			
	\$ 32.54	\$ 33.41	\$ 34.29	\$ 35.19	\$ 36.12	\$ 37.08	\$ 38.05	\$ 39.06			
Librarian/Childrens Librarian	\$ 63,456.81	\$ 65,148.45	\$ 66,860.24	\$ 68,612.30	\$ 70,424.77	\$ 72,297.66	\$ 74,190.69	\$ 76,164.28			
	\$ 2,440.65	\$ 2,505.71	\$ 2,571.55	\$ 2,638.93	\$ 2,708.65	\$ 2,780.68	\$ 2,853.49	\$ 2,929.40			
	\$ 32.54	\$ 33.41	\$ 34.29	\$ 35.19	\$ 36.12	\$ 37.08	\$ 38.05	\$ 39.06			
Librarian II	\$ 67,907.44	\$ 69,699.78	\$ 71,532.40	\$ 73,425.43	\$ 75,338.60	\$ 77,352.46	\$ 79,386.46	\$ 81,480.88			
	\$ 2,611.82	\$ 2,680.76	\$ 2,751.25	\$ 2,824.05	\$ 2,897.64	\$ 2,975.09	\$ 3,053.33	\$ 3,133.88			
	\$ 34.82	\$ 35.74	\$ 36.68	\$ 37.65	\$ 38.64	\$ 39.67	\$ 40.71	\$ 41.79			

## **APPENDIX B**

### **Listing of Employees Eligible for Family Retiree Medical**

ZIELLER, ELAINE 1/4/1993  
RUBENBAUER, PAULA 9/26/1995  
D'AGOSTINO, LEIGH 9/21/1998  
BASTURA, KENNETH 5/1/2000  
NEWTON, ALICE 9/22/2004  
TRIPP, BRIENNE 7/30/2001  
HORTON, GRETA 5/28/2002  
HARZEWSKI, ELLEN 9/29/2003  
CAMERON, KATHERINE 11/8/2004

## **APPENDIX C**

### **Listing of Employees Eligible for Individual Retiree Medical**

SHIMODA, PHYLLIS 9/14/2007  
BREUER, MONICA 9/7/07