

AGREEMENT BETWEEN

TOWN OF ROCKY HILL

AND

LIBRARY EMPLOYEES

UE LOCAL 222

CILU/CIPU #39

July 1, 2016 – June 30, 2020

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**TOWN OF ROCKY HILL
AND
UE LOCAL 222, CILU/CIPU, CILU LOCAL #39**

AGREEMENT

This Agreement is entered into effective July 1, 2016 by and between the Town of Rocky Hill (hereinafter called the "Employer" or the "Town") and UE Local 222, CILU/CIPU and its sublocal CILU #39, affiliated with the United Electrical, Radio and Machine Workers of America (UE), (hereinafter called the "Union").

ARTICLE I - RECOGNITION

The Town recognizes UE Local 222, CILU/CIPU and its sublocal CILU #39, affiliated with the United Electrical, Radio and Machine Workers of America (UE) as the sole and exclusive bargaining agent for the purpose of Collective bargaining on matters of wages, hours and other conditions of employment for all Library employees who work one hundred twenty (120) calendar days or more per year as specified in Case No, ME-17, 711 by the Connecticut State Board of Labor Relations, excluding the Director, custodians, pages, those in other bargaining units, and others excluded by the Act. As used in this Agreement, the term "employee" or "employees" denotes an employee who is a member of the above-described certified bargaining unit.

ARTICLE II - UNION SECURITY

Section 2.0 The Town agrees to deduct from the pay of all its employees who in writing authorize such deductions from their wages, such membership dues and other fees uniformly required of members, as may be fixed by the Union. Such deductions shall continue for the duration of the Agreement except that any employee may withdraw such authorization in writing by certified mail UE Local 222-CILU/CIPU, with a copy to the Town and the President of the Sub-local.

Section 2.1 Deductions shall be made in equal installments and shall be remitted to the Union together with a list of names of employees from whose wages such deductions have been made, within ten (10) days of the deduction.

Section 2.2 The Employer's obligations to make such deductions shall terminate automatically upon termination or layoff of the employee who signed the authorization or upon his/her transfer to a job not covered by this Agreement, except that deductions shall be resumed if a terminated employee is recalled or reinstated.

Section 2.3 The Union agrees to indemnify and hold the Town harmless against any and all claims, demand, suits or other forms of liability that shall or may arise out of, or by reason of, action taken by the Town for the purpose of complying with the provisions of this Article.

Section 2.4 The Town shall notify the Union, in writing, of all new hires in this bargaining unit.

Section 2.5 Should the Union discover and wish to enforce the fact an employee is not in compliance with the above Union Security provisions, the Union must notify the Town of this fact, with specifics of the claimed non-compliance, including a demand that the Town terminate the employee, in writing, with a copy to the employee. Within seven (7) calendar days after receipt of such notice from the Union, the Town will notify said employee who continues to be not in compliance with the Union security provisions of this Article of the non-compliance and of steps necessary to take in order to come into compliance. The employee shall then have ten (10) calendar days to comply. At the end of the ten (10) calendar day period if compliance has not been achieved voluntarily, the Town will institute termination immediately.

ARTICLE III - GRIEVANCE PROCEDURE

Section 3.0 This procedure is established to seek an equitable resolution of problems that arise as a result of the employer-employee relationship within the Town.

Section 3.1 Time Limits

1. The purpose of this procedure is to resolve grievances at the lowest possible administrative level. The time limits specified therefore shall be considered a maximum. However, the parties may extend these time limits by mutual agreement in writing.
2. All grievances, in order to be valid, must be discussed at Step 1 and reduced to writing and presented formally at Step 2 within ten (10) working days of the date the employee knew or by due diligence should have known of the act or omission which gives to the grievance.

Section 3.2 Procedure

Grievances shall be resolved in accordance with the following procedure:

A. Step One

The aggrieved employee, with Union representation if requested by the employee, shall first discuss the problem with the Library Director. If the matter is not satisfactorily adjusted within five (5) working days, the employee shall submit the grievance in writing within ten (10) working days of the date the employee knew or by due diligence should have known of the act or omission giving rise to the grievance. The written grievance shall specify the facts giving rise to

the grievance, and the contract provisions alleged to have been violated. The immediate supervisor shall respond in writing within five (5) working days of receipt of the written grievance.

B. Step Two

If the grievant is not satisfied with the response at Step One, within five (5) working days of receipt of the response at Step One, the employee shall file a written appeal to the Town Manager. The Town Manager shall meet with the grievant and, if the employee desires, the Union representative, and shall give a written response to the grievant within twelve (12) working days of such meeting.

C. Step Three

If the grievance is not resolved to the satisfaction of the Union at Step Two, the Union may, within fifteen (15) working days of the answer at Step Two, submit such grievance or dispute to the Connecticut State Board of Mediation and Arbitration, which arbitration panel or arbitrator shall hear the dispute and render a decision which shall be final and binding on all parties. The Town may, at its discretion, refer discharge cases only to the American Arbitration Association (AAA) provided that the Town pays all fees and costs of the AAA. Only the Union may appeal grievances to arbitration.

Section 3.3 Mediation

The mediation services of the State Board of Mediation and Arbitration may be utilized at any time provided either party so desires.

Section 3.4 Recording of Minutes or Testimony

Either party shall have the right to employ a stenographer or use a mechanical recording device at any step in the procedure, provided the other party is notified in advance.

Section 3.5 Employees and the Union shall have the right and choice of a representative whenever desired by either individual employees or the Union at their own expense, provided, that only the Town and the Union shall appear, with or without their counsel, at any arbitration proceeding. The Town shall have the right and choice of a representative whenever desired at its own expense.

Section 3.6 The Union shall be entitled to file grievances on behalf of the bargaining unit pursuant to this Article, subject to compliance with all requirements for grievance filing and processing applicable to individual grievant(s).

Section 3.7 Nothing contained herein shall prevent any employee from presenting his/her own grievance at Step One and Step Two or to have Union representation at any step. The Union, however, must receive a copy of the grievance and any decisions and may be present and state its views at any step of the Grievance Procedure. Any adjustment of a grievance filed by an employee without representation shall not be inconsistent with the terms of this Agreement.

Section 3.8 Time limits as specified in this Article may, by mutual agreement, reduced to writing in each instance, be waived, altered or amended. Such action with respect to a given grievance will not establish any precedent or practice concerning any other grievance.

ARTICLE IV - MANAGEMENT RIGHTS

Section 4.0 The Town has and will continue to retain, whether exercised or not, all of the rights, powers, and authority heretofore had by it and, except where such rights, powers and authority are specifically relinquished, abridged, or limited by the provisions of this Agreement, it shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the Town and direction of the working forces, including but not limited to the following:

- A. To determine the care, maintenance and operation of equipment and property used for an on behalf of the purposes of the Town.
- B. To issue and enforce reasonable work rules, regulations, personnel policy manuals and/or personnel procedures and policies, in accordance with the requirements of the Town, to enforce them, and from time to time, in its discretion, to change or abolish them, provided that such policies, rules and regulations are made known in a reasonable manner to the employees affected by them, and provided that any changes or abolition of policies or promulgation of new policies that are in violation of specified provisions of this agreement may be subject to the grievance and arbitration procedure of this Agreement.
- C. To discontinue processes or operations or to discontinue their performance by employees.
- D. To select and to determine the number and types of employees required to performing the Town's operations.
- E. To employ, transfer, promote or demote employees or lay off employees for lack of work when it shall be in the best interests of the Town or the Department.
- F. 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 and to add to, delete from, amend or change such rules and regulations as the Town may in its judgement see fit from time to time, provided such rules and regulations and changes therein are made known in a reasonable manner to the employees affected by them.

G. To insure that incidental duties connected with departmental operations whether enumerated in job description or not, shall be performed by employees.

H. To establish contracts or subcontracts for municipal operations provided that this right shall not be used for the purposes or intention of undermining the Union or of discriminating against its members.

I. To establish, implement, amend or change job descriptions and duties.

Section 4.1 The salaries and other conditions of employment set forth in this Agreement are based on job duties as they existed at the time of negotiation of this Agreement. In the event of any substantial change in such duties during the term of this Agreement, the Union shall have the right to negotiate the impact of such changes on salaries and other conditions of employment.

Section 4.2 Such rights and responsibilities are inherent in the Town Manager by virtue of Statutory and Charter provisions; consequently, actions with respect to such rights and responsibilities are not subject to review except those specifically abridged or modified by this Agreement.

ARTICLE V - PRESERVATION OF RIGHTS

Section 5.0 Nothing in this Agreement shall be construed as abridging any right or benefit concerning wages, hours or work conditions that said employees or the Town have enjoyed heretofore, except those specifically abridged or modified by this Agreement.

Section 5.1 The Town will not use outside contractors or subcontractors to perform work customarily and exclusively performed by members of the bargaining unit beyond existing historical levels.

ARTICLE VI - COMPENSATION

Section 6.0 Effective July 1, 2016, an equity adjustment that is based on a labor market wage survey will be granted to all employees in this bargaining unit. Incumbents shall be placed on a four- (4-) year Wage Schedule, as illustrated in Appendix A, as follows:

- Beginning at Step 3

Michael Murphy (Reference Librarian)

Lindsay Riordan (Reference Librarian)

- Beginning at Step 4

Terri Morrissey (Assistant Director)

Catherine Potter (Children's Librarian)

Section 6.1 Additional annual increases shall be applied as follows:

- 2.5% (effective July 1, 2017);
- 2.5% (effective July 1, 2018);
- 2.5% (effective July 1, 2019).

Section 6.2 Step-based increases shall be applied to wage rates every three (3) years, beginning July 1, 2019.

Section 6.3 For employees hired prior to July 1, 2013, each full-time employee shall receive annual longevity payments in accordance with the following schedule on his/her anniversary date in a lump sum.

Upon completion of:	5 years of service	\$325.00
	10 years of service	\$400.00
	15 years of service	\$550.00
	20 years of service	\$600.00

Regular part-time employees shall receive longevity benefits on a pro-rated basis. Employees hired after July 1, 2013 shall not be eligible for this benefit.

ARTICLE VII - HOURS OF WORK

Section 7.0 The term "full-time employment" refers to any employee who shall work an annualized average of at least thirty (30) hours per week.

- A. **Regular work week.** The regular work week shall be forty (40) hours per week. Actual weekly work schedules shall continue pursuant to past practice. Individual schedules may be flexed by mutual agreement between the Director and the employee. The Director's decision on such requests shall be final and shall not be subject to arbitration under this Agreement.
- B. **Work Schedule Determinations.** While this section references normal hours of work generally, work schedules shall be as determined by the Director or appropriate supervisor. Daily schedules, generally, begin at 8:00 a.m., 8:30 a.m., or 9:00 a.m., in accordance with

past practice; however, in order to fulfill business needs, no employee is promised or guaranteed assignment to any established set of work hours and no specific work schedule is promised or guaranteed to be maintained by this Agreement. The Town maintains the right to establish new work schedules, eliminate or restructure existing work schedules at its discretion, after considering input from the Union.

Section 7.1 All employees shall receive pay at the rate of one and one-half (1½) times their regular hourly rate for all hours actually worked in excess of forty (40) hours in any one week. All employees shall be required to work reasonable amounts of overtime depending upon the needs of the Library. Full-time employees will not be ordered to work on their day off except in an emergency or when no other qualified workers can be assigned.

ARTICLE VIII - SENIORITY

Section 8.0 Except as provided for in Sections 8.2 and 8.3, seniority shall commence upon the date that the employee begins work as an employee of the Library. Employees shall have seniority dates based upon their initial date of hire as Town of Rocky Hill as listed in Appendix B. The employee's earned seniority shall not be lost because of absence due to approved leave such as family leave, medical leave, bereavement leave, jury duty, personal leave, or other authorized leave, or while layoff status eligible for recall. Seniority and seniority rights will not be accrued during unpaid leave of absence or layoff up to 24 months, but such rights will not be lost by the employee because of such leave.

Section 8.1 An employee shall lose his/her seniority if he/she (a) quits, resigns, retires, or is discharged; (b) is absent from work for three (3) consecutive scheduled days without notifying the Director or without satisfactory excuse; (c) exceeds an approved leave of absence without satisfactory explanation; or (d) fails to return from a layoff within ten (10) working days after notice by certified mail to return or (e) is laid off and not recalled within twenty-four (24) months from the effective date of layoff.

Section 8.2 New employees in the Library shall be considered probationary during their first twelve (12) months of employment.

During such probationary period, the employee shall not attain seniority rights under this Agreement, and such probationary employee will be subject to discharge for any lawful reason by the Town without access to the grievance procedure. At the successful completion of the probationary period, seniority shall be retroactive to the commencement of employment.

Accrual of paid-time-off (i.e., vacation and sick leave) shall be as set forth in other provisions in this contract, and an employee shall be eligible to take accrued paid-time-off at the end of the initial six (6) months of employment. Personal days may be taken at any point during the probationary period, subject to the prior approval of the immediate supervisor.

Section 8.3 All other factors being equal, seniority will be used to determine transfers or promotions of any of the employees. Other factors are defined to include qualifications and competence to perform the work. When vacancies occur, qualified bargaining unit applicants will be considered before new hires.

Section 8.4 When positions and/or hours are available in the Library, the Director shall post the job title and job description for one (1) week and notify the Union Steward of such posting. Each library employee who is interested will have the opportunity to apply for said opening(s). Qualified bargaining unit members shall be given preference for such openings using the standards as set forth in Section 8.3 prior to hiring any external applicants.

Section 8.5 In the event there is a reduction in or a proposed reduction in the number of employees or work hours, layoff and bumping shall occur as follows:

- a. Probationary employees
- b. Part-time employees not in the bargaining unit, provided remaining employees are qualified to perform the available work
- c. Part-time employees with the least seniority first, provided remaining employees are qualified to perform the available work.

Section 8.6 Employees who are laid off shall notify the Director in writing at the time of layoff that he/she requests placement on a recall list. For a period of twenty-four (24) months, those employees shall have the right to be recalled. Recall shall be in order of seniority from the most senior to the least senior provided the employee meets qualifications of the position.

Section 8.7 No person shall be newly employed until all persons qualified through training, experience or education on the recall list have been notified by certified mail and such persons either are offered reemployment, or declined such reemployment offer. Recall notices shall be sent by certified mail to the last address appearing on the Town's records with copy to the Union and no additional obligation other than sending such notice shall be required of the Town in cases of recall from layoff. An employee who declines an offer of reemployment shall forfeit recall rights. If a person on recall fails to respond to a certified letter notifying the employee of a recall opportunity within ten (10) days of mailing, the employee shall lose recall rights.

Section 8.8 Employees whose names are on the recall list and have exhausted all unemployment benefits will be notified of opportunities for temporary, part-time or seasonal employment. No new employee shall be hired for temporary, part-time or seasonal positions until all employees on the recall list have had an opportunity to decline such employment. Such employment shall not constitute recall, and refusal of such employment will not affect rights.

ARTICLE IX - VACATION LEAVE

Section 9.0 **With regard to accruing vacation time, effective January 1, 2017, full-time employees shall be entitled to vacation leave as follows:**

- A. **Employees hired prior to July 1, 2016.** Effective January 1, 2017, employees hired prior to July 1, 2016 shall accrue vacation time in hourly increments, each full calendar month, as noted in the below chart:

Years of Service	Hours of Paid Vacation Time Earned Each Full Calendar Month		Maximum Number of Vacation Days Earned Each Year
	<u>7 hr Day</u>	<u>8 hr Day</u>	
0 - 5	8.7500	10.0000	15
6+	11.6667	13.3333	20

- B. **Employees hired after July 1, 2016.** Employees hired after July 1, 2016 shall begin to accrue vacation time on their first day of employment in hourly increments, each full calendar month, as noted in the below chart; and shall be eligible to use accrued vacation time at the end of the sixth (6th) month of initial service.

Years of Service	Hours of Paid Vacation Time Earned Each Full Calendar Month		Maximum Number of Vacation Days Earned Each Year
	<u>7 hr Day</u>	<u>8 hr Day</u>	
0 - 5	7	8	12
6-9	9.3333	10.6666	16
10+	11.6667	13.3333	20

Section 9.1 Vacation time shall be taken only after it is earned, not before it is earned; unless otherwise approved, in advance, by both the Town Manager and Director. Vacation time may be taken in hourly increments. Vacation time, like personal days and sick leave, will not be accrued during an employee's extended absence after twelve (12) weeks of absence.

Section 9.2 Vacation schedules shall be set, where possible, by mutual agreement between the Director and the employee, except that seniority shall govern preference.

Vacation requests for full week vacations shall be made to the Director at least two weeks in advance. Requests for less than one week shall normally be made at least two working days in advance. Requests for vacations in excess of two weeks must be made in writing to the Director at least six weeks in advance to allow for proper scheduling.

During times of peak business volume, the Director and his/her designee may ask for further advance notice of, and requests for, vacation leave to ensure appropriate staffing levels.

Section 9.3 In cases of voluntary resignation in good standing, retirement, or death, pro-rata accumulated and unused vacation leave will be paid to the former employee or his/her estate in an amount equal to the unused accumulated vacation leave the employee was eligible to utilize as of the last day of work.

Employees whose Town employment is ending shall reimburse the Town for any excess leave taken, but not yet accrued (earned), prior to termination of employment via payroll deduction, or if requested by the Town through cash reimbursement.

Section 9.4 An employee may carry over a maximum of fifteen (15) vacation days from one (1) calendar year to the next without prior approval of management. Vacation time in excess of fifteen (15) days shall be forfeited at the end of the calendar year (as of December 31st) unless otherwise approved, in writing, by the Town Manager.

Section 9.5 An employee will not be charged with use of vacation if a designated holiday for which the employee is eligible occurs during his/her vacation.

An employee who becomes ill while on vacation leave may not charge such illness to sick leave unless the illness exceeds two (2) vacation days and the employee files a physician's certificate describing the nature and/or duration of the illness with his/her Director.

Section 9.6 Regular part-time employees shall receive vacation benefits on a pro-rata basis using a full time employee as the standard from which the employee's pro-rata basis is calculated.

ARTICLE X - HOLIDAYS

Section 10.0 The allowance of holiday pay is subject to the employee working on the scheduled work day immediately prior and immediately after the holiday, with the exception of illness, vacation day(s), or personal days.

All full-time employees shall be entitled to the following twelve (12) holidays with pay:

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Good Friday

5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Thanksgiving Day
10. Day after Thanksgiving
11. Day Before or Day After Christmas, **OR** One-half ($\frac{1}{2}$) Day Before Christmas and One-half ($\frac{1}{2}$) Day New Year's Eve (At the Town Manager's discretion)
12. Christmas Day

Section 10.1 With regard to Section 10.0, when a holiday falls on a day when the Library is open, employees who work on said holiday shall receive double times (x2) their regular hourly rate in addition to the holiday pay mentioned above.

Section 10.2 Regular part-time employees will be granted holiday leave on a pro-rata basis, e.g. scheduled hours per week divided by 5 days.

Section 10.3 When a holiday occurs during regular vacation or regular day off, the employee shall be credited the holiday in addition to his/her vacation, or regular day off. Such replacement day off shall be taken within the same pay period as the holiday.

Section 10.4 Whenever any of these holidays shall occur while an employee is out on sick leave, there will be no charge to sick leave for that holiday.

ARTICLE XI - LEAVES

Section 11.0 Sick Leave

A. Sick leave with pay shall be granted to all full-time and pro-rated for regular part-time permanent and probationary employees at the rate of 1-1/4 days for each full month worked. Sick leave shall not be considered as a privilege which an employee may use at his/her discretion, but shall be allowed only in case of actual sickness, disability of the employee, or in the case of sickness in the immediate family, requiring his/her attendance upon the ill member, medical-dental appointments or quarantine restrictions.

B. Sick leave shall be accumulated to a maximum limit of one hundred fifty (150) days, increased to a maximum accumulation limit of one-hundred-and-eighty (180) days starting July 1, 2008.

C. The employee shall notify his/her supervisor of sickness at least one-half hour prior to the time set for beginning his or her daily duties, or shorter notice period as may be specified by the supervisor.

D. When absence is for more than three (3) work days or the employee has received a prior written warning concerning suspected sick leave abuse, the employee may be required to obtain a physician's certificate. A request for sick leave form must be filled out immediately upon the employee's return to work.

E. Sick leave shall be recorded regularly in the personnel records, and the Personnel Director shall review all such records periodically. Sick leave pay shall supplement weekly accident and sickness payments made under the Town's insurance program so that the employee receives his/her full pay and not full pay plus accident and sickness payment. The employee's sick leave account will be charged on a pro-rata basis (percentage of total payment represented by sick leave).

F. When a full-time or regular part-time (pro-rated) employee can no longer work because of pregnancy, based upon a physician's certification, she may request and shall be granted disability leave, which shall run as long as she is physically able. Such leave shall be with pay to the extent of accumulated sick leave.

Section 11.2 Personal Leave

Effective January 1, 2017, each employee shall be granted three (3) paid personal days per year which may be used for personal business that cannot be conducted outside regular work hours, and permission for such leave shall not be unreasonably withheld. Personal leave may be taken in hourly increments.

A. Generally, with the exception of emergencies, personal leave should be requested at least twenty-four (24) hours in advance. In the event the employee cannot provide twenty-four (24) hours' notice, permission for such leave shall not be unreasonably withheld if staffing needs are met.

B. Personal days cannot be carried over or accrued. Personal days, like sick leave and vacation time, will not be accrued during an employee's extended absence after twelve (12) weeks of absence.

C. Personal leave may be used for observance of religious holidays by employees whose faith requires absence on regular workdays.

Section 11.3 Bereavement Leave

Full-time employees shall be granted a leave of absence with pay for up to three (3) days for the purpose of attending the funeral of a member of their immediate family or for the purpose

of attending to other family obligations in conjunction with the funeral involving a member of the immediate family, provided such leave is requested and approved in advance, in writing, by the respective Director and/or Town Manager. Up to two (2) additional days may be granted by the Town Manager in his/her discretion in limited instances where extensive travel is required.

With the prior approval of the Town Manager or his/her designee, full-time employees shall be granted a leave with pay of up to one day to attend the funeral of a non-relative.

"Immediate family" shall be defined to be the employee's parent, grandparent, step-parent, sibling, current spouse, child, step-child, grandchild, aunt, uncle, nephew, niece, and also parent of current spouse, domestic partner, sibling of current spouse, spouse of sibling of current spouse, and child of current spouse, or any permanent member/resident of the employee's household.

Part-time employees will be eligible for bereavement leave, but such leave shall be granted on a pro rata basis.

Section 11.4 Family and Medical Leave Act

Family Medical Leave Act (FMLA). With regard to CILU members and the Town, all rights and obligations arising under applicable provisions of the Family Medical Leave Act are hereby incorporated into this contract and set forth in the Town's Personnel Rules.

Section 11.5 Jury Duty Leave

Employees called to jury duty shall inform their immediate supervisors at the time of notification. The Town may seek to have a copy of the court notice the employee receives from jury duty. Such employee shall be granted leave of absence with pay for required jury duty. In such cases, the employee shall receive his/her normal salary and shall promptly remit to the Town all compensations received for jury service.

Section 11.6 Educational Leave

In order that employees may perform their work more efficiently and be able to qualify for positions of increasing difficulty and responsibility, the Personnel Director shall promote a system of employee training. The Town shall support a three-part training program:

1. On-the job training in the immediate tasks of the job.
2. Attendance at special short courses, conference and meetings on matters of immediate concern to the current performance on the job, as approved by the Director.

3. Reimbursement of not more than \$1000 per semester for a bachelor's degree and \$1200 per semester for a master's degree in tuition and books paid upon the satisfactory completion of a previously approved course in a systemized educational program in an accredited college or university.

Requests for tuition reimbursement in (3) above shall be requested prior to beginning of fiscal year so necessary monies can be included in the upcoming budget and approved by the Town Manager.

Section 11.7 Injury Leave

Injury leave, as distinguished from sick leave, shall mean paid leave given to an employee due to absence from duty caused by an accident or injury that occurred while the employee was engaged in the performance of his/her duties. The Town shall supplement payments due the employee under Workers' Compensation so that the employee will receive full pay during his/her absence for a period not to exceed four (4) months and 90% of full pay during his/her absence for an additional period not to exceed two (2) months. In order for the employee to be eligible for full pay from the Town while out of work because of an injury covered by Worker's Compensation, the employee must agree, in writing, in advance to sign over to the Town his/her Worker's Compensation weekly benefit checks when they are issued. In the event of an injury causing temporary disability and absences of less than seven (7) days, the employee shall receive his/her regular salary for such periods since payments are not made under Worker's Compensation for such accidents. In the event a permanent total disability or death resulting from an accident on the job, supplemental payments shall be made to the employee, or the employee's next of kin, for a period not to exceed six (6) months. All payments on injury leave shall be subject to the same rules and regulations as Worker's Compensation insurance and shall not be payable if the injury is the result of intoxication or willful misconduct on the part of the employee. Lost time under injury leave shall not be charged to vacation or sick leave accruals.

Section 11.8 Regular part-time employees shall receive all leave benefits of this Article on a pro-rata basis.

Section 11.9 Military Leave

With regard to Military Leave, the benefits, rights, and obligations attributable to union members, employees, and the Town as employer, are hereby incorporated into this contract as set forth in the Town of Rocky Hill's Personnel Rules.

ARTICLE XII - LEAVE WITHOUT PAY

Section 12.0 A leave of absence without pay and benefits may be granted by the Town Manager for a limited, definite period not to exceed twelve (12) months for the following reasons:

- a. For health reasons after expiration of sick leave and upon advice of a physician.
- b. For other personal or family reasons.
- c. During such leave of absence, the Town may employ an individual to work in the absent bargaining unit member's place and such individual's employment shall effectively cease with the member's return to duty; or may be continued at the sole discretion of the Town.

Section 12.1 During such leave of absence the employee shall continue to earn seniority.

Section 12.2 During such leave of absence, the employee, at his/her sole expense, may continue his group insurance benefits. An employee who wishes to continue his group insurance coverage shall pay for such coverage in full and in advance on a monthly basis.

Section 12.3 No more than one (1) bargaining unit employee from the library shall be on such unpaid leave at any time.

ARTICLE XIII - UNION LEAVE

Section 13.0

- A. One (1) member of the Union may be designated to process grievances and such member and the grievant(s) shall be granted a reasonable amount of leave from duty with full pay while engaged in processing said grievance, at each step of the procedure through arbitration.
- B. One (1) member of the Union may be granted leave of absence from duty with full pay to attend annual conventions, or Union business, but said employee shall not be granted or entitled to reimbursement by the Town for any expenses incurred in travel or otherwise. Such leave shall not exceed three (3) days per year.
- C. The Union shall have the right to have three (3) members of its negotiation committee present for all meetings. When such meetings take place during scheduled work hours, they will be granted leave with full pay, for two (2) members only.

ARTICLE XIV - INSURANCE

Section 14.0

Health Insurance benefits shall be provided to the employees by the Town, as set forth in the Town of Rocky Hill Personnel Rules.

The Town shall have the right to change insurance carriers or to self-insure, provided the coverage offered is substantially equivalent, as a whole, to the current plan outlined in this article. If there is any substantial change in coverage, the Town must negotiate such change prior to changing carriers. This provision does not preclude the Town from making non-substantial modifications so as to mitigate increased costs in health insurance.

Effective July 1, 2016, members' health care premium share will be fifteen percent (15%) until June 30, 2020.

Any employee may elect to waive group medical insurance coverage and receive \$600.00 annually. Such additional annual compensation shall not be considered part of the employee's annual salary or wage.

An employee's election to select or waive group medical insurance shall remain in effect for a minimum of one (1) year. A change in election shall also remain in effect for a minimum of one (1) year. In accordance with the insurance carrier's procedures, employees may change elections upon the occurrence of certain qualifying events. Any employee eligible to make such elections (other than an election made upon initial employment) shall submit the election form to the Payroll Office. Such elections shall become effective in accordance with the insurance carrier's procedures or rules.

The Town agrees to notify the Union President and Vice President of any adjustments to coverage.

A. Group Life Insurance:

All employees will receive during their employment with the Town \$20,000 in group life insurance. Basic benefit is doubled in the event of accidental death. The Town pays the full cost of this life insurance.

An additional amount of life insurance is provided to employees participating in the Town of Rocky Hill Retirement Plan for Regular Employees. The current benefit amount is one-and-one half times (1-1/2 X) the employee's annual salary and is subject to a \$150,000 maximum. This benefit is provided at no cost to the employee, and shall not be changed without negotiating with the Union.

Employees upon employment must complete the necessary application forms for group life, medical and disability insurance.

B. Group Medical Insurance:

Employees eligible for Medicare who continue to work shall be eligible for continued group medical coverage if entitled to group coverage under the contract, but Medicare eligible employees who retire and continue their eligibility for insurance coverage under Town post-retirement insurance continuation procedures shall be required to transfer to Medicare as the primary insurance provider.

Premium cost sharing for health insurance benefits as provided under the terms of this agreement for eligible part-time employees will be forty-five percent (45%) for the duration of this Agreement.

C. Group Medical/Dental Insurance Benefits at Retirement or Death:

a. Twenty (20) Years of Service and Attained Age 55 Per Appendix B

The Town will pay the full cost of group medical/dental insurance coverage for the employee and 50% for the employee's spouse upon employee's retirement from employee's date of retirement to Medicare Part A eligibility, unless the employee has similar group coverage with a new employer. The retiree's payment must be received in advance, monthly or quarterly. A terminated vested employee who leaves the Town service and who subsequently retires will not be eligible for this coverage regardless of years of service. Upon Medicare Part A eligibility, the retiree must enroll in Medicare Part A and B. The Town will assume full cost of supplemental Medicare coverage for retiree and one half for the retirees spouse provided retiree pays all costs, in advance, monthly or quarterly. If an employee dies his/her spouse may continue this benefit.

b. Fifteen (15) Years of Service and Attained Age 55 Per Appendix B

Group Medical/Dental insurance benefits will be continued for retirees, but not spouse or dependents, from the employee's date of retirement to Medicare Part A eligibility. In this case, the retiree will pay the full cost of this coverage for spouse and dependents. The retiree's payment must be received in advance, monthly or quarterly. A vested employee who leaves the Town service and who subsequently retires will not be eligible for this coverage regardless of years of service. This coverage will terminate if the employee has similar group coverage with a new employers. Upon Medicare Part A eligibility the retiree may obtain supplemental Medicare coverage for retiree and spouse provided retiree enrolls in Medicare Part A and B. The retiree will assume full cost of the supplemental Medicare coverage for spouse and dependents and will pay in advance monthly or quarterly.

Employees hired after July 1, 2013 will not be eligible for post-retirement health insurance.

c. Group Medical/Dental Insurance upon Death of Employee:

1. In the event of an employee's death, the spouse may remain on the insurance program, paying the full cost of the premium.
2. Once the spouse of an employee who died while actively employed and who was covered under section (a) above become eligible for Medicare he/she shall transfer to the Town's Supplemental Medicare Insurance at 50% of the premium cost, payable monthly in advance provided the spouse enrolls in Medicare Part A and B.

D. Long Term Disability

Long term disability (LTD) insurance coverage in the amount of sixty-percent (60%) of salary with a five-thousand-dollar (\$5,000) per month maximum benefit, and subject to a one-hundred-and eighty (180) calendar day elimination period, shall be provided to all bargaining unit employees. The Town assumes the full cost of this plan.

Section 14.2 Regular part-time employees shall be entitled to group life insurance, group medical insurance and disability insurance as referenced herein. The employee shall pre-pay cost-sharing premiums per current practice.

Section 14.3 Section 125 Plan

The Town shall have the right to implement a section 125 plan which will allow employees to make contributions for their insurance premium share and other insurance contributions on a pre-tax basis.

ARTICLE XV - DISCIPLINE

Section 15.0 No employee shall be disciplined without just cause.

All suspensions and discharge must be given in writing with reasons stated and a copy given to the employees and the Union within a reasonable time of the suspension or discharge.

Depending on the offense, disciplinary action may include, but not be limited to verbal and/or written warning, suspension without pay, and discharge. Progressive discipline shall be applied when appropriate. Disciplinary action normally shall follow in this order; however, it may be modified in appropriate cases:

1. Verbal warning
2. Written warning
3. Suspension without pay
4. Discharge

All disciplinary action may be appealed through the established grievance procedure.

Section 15.1 Each employee will be given copies of any evaluation reports placed in the employee's personnel file. Employees may request that the Town correct, amend or delete incorrect or inaccurate materials. Failing mutual agreement, the employee shall have the right to respond and it shall be made part of the file.

Section 15.2 The Town reserves the right to suspend or discharge any employee without a hearing, provided a hearing shall be given within twenty (20) working days.

ARTICLE XVI - PERSONNEL RECORDS

Section 16.0 With regard to Personnel Records, the benefits, rights, and obligations attributable to union members, employees, and the Town as employer, are hereby incorporated into this contract as set forth in the Town of Rocky Hill's Personnel Rules.

ARTICLE XVII - GENERAL PROVISIONS

Section 17.0 During the term of this Agreement, the Town shall furnish the Union with an up-to-date list of employees. When a new employee is hired, the Town shall notify the Union and furnish the Union with the name, date of employment, classification and rate of pay of the new employee. When the employment of an employee terminates, the Town shall notify the Union and furnish the name and date of termination of the employee.

Section 17.1 The Town shall provide a copy of this Agreement to each employee presently employed and to each new employee upon employment.

Section 17.2 If an Article or Section of the Agreement is declared invalid by a court of competent jurisdiction, said invalidity shall not affect the balance of this Agreement.

Section 17.3 There shall be no alteration, variation, or amendment of the terms and conditions of this Agreement, unless made and agreed to in writing by both parties. Any agreement must be ratified by the Union membership and the Town Council.

Section 17.4 If there is any policy, rule or regulation of the Town or the Union which is in conflict with any provision of the Agreement, said Agreement provision shall prevail during the term of this Agreement.

Section 17.5 When an employee is required and authorized in advance by the Town to use his/her own motor vehicle to perform Town business, or attend conferences at the discretion of the Department, he/she shall be reimbursed at the IRS rate.

Section 17.6 The Union's Business Representative shall be permitted to visit specific job sites where bargaining unit members are employed provided such visits are at normal business hours and do not interfere with or disrupt the operation of the employer. It is agreed that the Union Business Representative will report to the Director before talking to on-duty bargaining unit members.

Section 17.7 The Town shall provide bulletin board space for the use by the Union.

Section 17.8 Any employee who is required by the Town to attend training or conferences shall be reimbursed for the reasonable and customary expenses associated with said training or conference conditioned upon available funds.

Section 17.9 When the Town creates a new classification or extensively changes an existing job classification, the Town shall establish appropriate pay rates and duties for such new or changed classification. Any dispute that may arise as a result shall be resolved through the grievance procedure of this Agreement.

Section 17.10 Any charge or complaint made against any bargaining unit member by anyone shall be taken up with the employee within a reasonable time. The employee shall be entitled to a Union Representative and a copy of any written complaint regarding such matter.

Section 17.11 There will be no-sub contracting of work traditionally performed by bargaining unit members in excess of the levels in effect as of the date of the signing of this Agreement or, if work opportunities or overtime is lost to bargaining unit members as a result of subcontracting.

Section 17.12 In January of each year, employees shall be notified of their total accumulated sick leave, compensatory time, vacation and perfect attendance leave for the preceding calendar year.

ARTICLE XVIII - RETIREMENT

Section 18.0 The parties agree that all employees of the bargaining unit shall be covered under the Town's Retirement Plan as adopted and amended by ordinance dated August 18, 1975, including all changes and amendments subsequent to that date.

Employees hired after July 1, 2013 will not be eligible for the Defined Benefit Pension Plan. In lieu of the Defined Benefit Pension Plan employees will contribute to the Town's Defined Contribution Plan at six percent (6%) of their base salary with the Town contributing 3% of the employee's base salary to said Defined Contribution Plan.

The parties agree that there shall be no changes to the existing defined benefit pension plan for twenty (20) years from July 1, 2013 through June 30, 2033. The parties agree that until July 1, 2033 they will not submit, propose or demand in any negotiations or discussion for a successor agreement or otherwise, any changes, alteration, modifications or improvements to the Town of Rocky Hill defined benefit pension plan or any new or improved benefits relating to the defined benefit pension.

ARTICLE XIX - HEALTH AND SAFETY

Section 19.0 Health and Safety Committee

The Town agrees to accept a Union designee from the Union on the Town-wide Health and Safety Committee.

ARTICLE XX - DURATION

This agreement shall be effective July 1, 2016 and remain in force and effect until June 30, 2020, provided, however, that if a successor Agreement has not been reached by June 30, 2016, only wage payments will be paid retroactive to July 1, 2016, and all other provisions of this agreement shall become effective upon signing.

For The Town Of Rocky Hill

Guy Scaife 7/18/2016
Guy Scaife
Town Manager Date

Mary Hogan 7/18/2016
Mary Hogan
Library Director Date

Dana McGee 7/18/16
Dana McGee
Director of Human Resources Date

Diana Glynn
DIANA GLYNN
NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 31, 2020

**For The United Electrical Local 222 –
Connecticut Independent Labor Union /
Connecticut Independent Police Union #39**

Teresa Morrissey 7/15/16
Teresa Morrissey
Assistant Library Director
President
UE Local 222 – CILU/CIPU #39 Date

Michael Murphy 7/15/16
Michael Murphy
Reference Librarian
Vice President
UE Local 222 – CILU/CIPU #39 Date

Subscribed and Sworn to before me, a Notary
Public, in and for County of Hartford
and State of Connecticut, this 15th day of
July, 2016
Kristin A. Olzacki-Owen
NOTARY PUBLIC
My Commission Expires December 31, 2020

KRISTIN A. OLZACKI-OWEN
NOTARY PUBLIC
MY COMMISSION EXPIRES DEC. 31, 2020

APPENDIX A – 4-YEAR WAGE SCHEDULE

2.5% Increase Annually

		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Head of Programming / Head of Technology	7/1/2016	30.00	33.00	36.60	39.60
	7/1/2017	30.75	33.83	37.52	40.59
	7/1/2018	31.52	34.67	38.45	41.60
	7/1/2019	32.31	35.54	39.41	42.64
Assistant Director	7/1/2016	31.32	35.32	39.50	43.36
	7/1/2017	32.10	36.20	40.49	44.44
	7/1/2018	32.91	37.11	41.50	45.56
	7/1/2019	33.73	38.04	42.54	46.69
Reference Librarian / Children's Librarian	7/1/2016	29.00	32.00	35.00	38.00
	7/1/2017	29.73	32.80	35.88	38.95
	7/1/2018	30.47	33.62	36.77	39.92
	7/1/2019	31.23	34.46	37.69	40.92

***Step-based increases shall be applied in accordance with Article VI.**

APPENDIX B – SENIORITY DATES

**FOR THE PURPOSES OF IMPLEMENTING ARTICLE VIII AND ARTICLE XIV,
SECTION C INCLUSIVE THE FOLLOWING DATES OF HIRE APPLY**

<u>Employee</u>	<u>Hire Date</u>
Morrissey, Terri	9/18/95
Potter, Cathy	10/25/98