

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE TOWN OF PORTLAND

and

LOCAL 506, SEIU/MEUI  
LIBRARY UNIT

July 1, 2019 to June 30, 2023

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## ARTICLE 1 - PREAMBLE

Section 1. This Agreement is made and entered into by and between the Town of Portland (hereinafter referred to as "Town" or "Employer") and the Municipal Employees Union Independent (hereinafter "Union").

## ARTICLE 2 - RECOGNITION

Section 1. The Town of Portland herein recognizes the Municipal Employees Union Independent, Inc., as the exclusive bargaining representative for the purposes of collective bargaining with respect to wages, hours and other conditions of employment for all employees of the Portland Library excluding the Library Director, Assistant Director, Library Administrative Assistant and any other employees excluded by MERA.

Section 2. If the Town creates any new job classifications which might be included in the Bargaining Unit during the life of this Agreement, it shall notify the Union, as to discuss inclusion or exclusion. Any disagreements regarding inclusion or exclusion shall be resolved utilizing applicable procedures of the State Board of Labor Relations.

## ARTICLE 3 - DEFINITIONS

Section 1. The term "Town" when used throughout this Agreement shall mean the Town of Portland.

Section 2. The term "Union" when used throughout this Agreement shall mean the Municipal Employees Union Independent.

Section 3. The term "employee" when used throughout this Agreement shall mean an employee in the bargaining unit.

Section 4. The term "full-time employee" when used throughout this Agreement shall mean bargaining unit employees who are regularly scheduled to work thirty-five (35) or more hours per week.

Section 5. The term "regular part-time employee" when used throughout this Agreement shall mean bargaining unit employees who are regularly scheduled to work at least thirty (30) but less than thirty-five (35) hours per week.

Section 6. The term "part-time employee" when used throughout this Agreement shall mean bargaining unit employees who are regularly scheduled to work under thirty (30) hours per week.

Section 7. Job classifications shall be defined as follows:

1. Library Assistant I
2. Library Assistant II
3. Library Associate I (Youth Services Assistant)
4. Library Associate II
5. Librarian I (MLS degree required)
6. Librarian II (MLS degree required)

#### ARTICLE 4 - UNION RIGHTS

Section 1. The employer shall deal exclusively with the Union designated stewards or staff representatives in the processing of grievances or any other aspect of the contract administration, unless an individual or group of employees express the desire to have the grievance adjusted without intervention of the Union. In such case, the grievance shall be adjusted consistent with the terms and conditions of this agreement and the Union shall be given prompt notice of such adjustment.

Section 2. The Town shall provide the Union with electronic notification of the name, job title, department, work location, work telephone number, work email address and, if the employee consents, the home address of any newly hired employee within five (5) days of the date of hire. The Town will permit the Union up to one (1) hour of time to meet with new hires either during their employee orientation or during another mutually agreed upon time.

Section 3. Upon receipt of a properly executed authorization from the bargaining unit member allowing the Town to do so, the Town agrees to deduct from the pay of the bargaining unit members such membership dues, initiation fees, or reinstatement of fees as may be fixed by the Union, provided that the Town has written authorizations from such bargaining unit members to make such deductions. Such deductions shall continue for the duration of the Agreement or any extension thereof or until the bargaining unit member withdraws authorization to continue such deductions.

No payroll deductions of dues shall be made during a payroll period in which the employee's earnings are insufficient to cover the amount of the deduction, nor shall such be made from subsequent payrolls to cover the period in question.

Section 4. The Union shall supply to the Town written notice at least thirty (30) days prior to the effective date of any change in rates of fees and dues. In addition, the Union shall furnish the Town with a statement signed by the employee authorizing the Town to make dues deduction(s).

Section 5. The payment of Union fees and dues for any month shall be made on a monthly basis during the applicable month and shall be remitted to the Financial Officer of the Union. The monthly dues remittances to the Union will be accompanied by the list of names of employees from whose wages dues deductions have been made.

Section 6. The Union agrees to indemnify, hold and save the Town harmless against any and all claims, damages, reasonable Attorney Fees, costs and suits that shall or may arise out of or by reason of any action taken by the Town for the purpose of complying with the provisions of this Article.

Section 7. The Town agrees to provide space on a bulletin board in the Town of Portland Library for the exclusive use of the Union. The bulletin board space shall be for Union information only.

Section 8. Access to premises.

Union Staff Representatives and Union Stewards with reasonable notice, at reasonable times, and for reasonable periods of time, shall be permitted reasonable time to visit any employee of the bargaining unit at their worksite for the purpose of discussing, processing or investigating filed grievances, or fulfilling the Union's role as a collective bargaining agent. Any steward who is released from his/her work assignment to fulfill his/her duties as a representative of the Union shall lose no pay or benefits.

The Union will have the right to use conference rooms in the Town of Portland Library at reasonable times at no cost. Request to use such facilities shall be made by the Union to the Library Director and are subject to availability.

Section 9. The Town shall provide each member of the bargaining unit a copy of this contract within ten (10) calendar days of its signing. Likewise, the Town agrees to provide a copy of the contract to all new bargaining unit members upon employment.

Section 10. The Employer agrees to voluntary payroll deductions for the Union's Political Action Fund provided the Town has written notification from the employee and the technical capability to accommodate such deductions and such occurs at no additional cost to the Town and the bargaining unit member has specifically authorized such deductions in writing. These deductions shall be kept consistent with federal and state law on this subject.

Section 11. The Union shall notify the Town in writing of the names of all officers, stewards and staff representatives.

## ARTICLE 5 - MANAGEMENT RIGHTS

Section 1. There are no provisions in this Agreement that shall be deemed to limit or curtail the Town in any way in the exercise of the rights, power and authority which the Town had prior to the effective date of this contract unless and only to the extent that provisions of this Agreement specifically curtail or limit such rights, powers and authority. The Union recognizes that the Town's rights, powers and authority include, but are not limited to, the right to manage its operation; direct, select, decrease and increase the work force, including hiring, promotion, demotion, transfer, suspension, discharge for just cause, or layoff; the right to make all plans and decisions on all matters involving its operations; the extent to which the facilities of any

department thereof shall be operated; additions thereto; removal of equipment; outside purchases of products or services; the scheduling of operations; means and processes of operations; the materials to be used; and the right to introduce new and improved methods and facilities and to change existing methods and facilities; to maintain discipline and efficiency of employees; to prescribe rules to that effect; to establish and change standards and quality standards; determine the qualifications of employees; and to run the Town efficiently.

#### ARTICLE 6 - NO STRIKE OR LOCKOUT

The Union agrees that during the term of this Agreement, it shall not authorize, cause, engage in, sanction, or assist in any work stoppage, strike or slow-down of operations. The Town agrees that during the term of this Agreement, it will not lockout any of the employees covered by this Agreement.

#### ARTICLE 7 - SAVINGS CLAUSE

If any section, sentence, clause or phrase of this Agreement shall be held for any reason to be inoperative, void or invalid, the validity of the remaining portions of this Agreement shall not be affected hereby, it being the intention of the parties in adopting this Agreement that no portion thereof or provision herein, shall become inoperative or fail by reason of the invalidity of any other portion or provision, and the parties do hereby declare that it would have severally approved of and adopted the provisions contained herein separately and apart from the other. The parties agree to immediately negotiate a substitute for the invalidated article, section, sentence, clause and/or phrase.

#### ARTICLE 8 - DISCIPLINE

Section 1. No employee except probationary employees shall be discharged or otherwise disciplined without just cause. All disciplinary action shall be applied in a fair and consistent manner and shall not be inconsistent to the infraction for which disciplinary action is being applied.

##### Section 2. Progressive Discipline.

The parties jointly recognize the deterrent value of disciplinary action. Accordingly, whenever appropriate, the Town will follow these guidelines:

- a. Take prompt corrective action;
- b. Apply discipline with a view toward uniformity and consistency of punishment;
- c. In the area of inefficient or incompetent performance, oral reprimand and constructive criticism should ordinarily precede formal disciplinary procedures;

- d. No warning shall be necessary with respect to neglect of duty, insubordination or willful misconduct. Nothing in this Section shall prohibit Management from bypassing progressive discipline when the nature of the offense requires, or from applying disciplinary action to differing degrees. The failure of the employer to apply progressive discipline in any case shall not by itself be deemed arbitrary, capricious or discriminatory.

### Section 3. Work Now, Grieve Later.

It is the duty of every employee to obey all lawful commands or orders issued orally or in writing, and failure to do so may result in a breakdown in discipline and serious consequences. Commands and orders must be obeyed and grievance procedures invoked later. Any employee of the Town covered by this Agreement who fails to carry out an order or comply with rules, regulations or instructions is subject to disciplinary action. If an employee challenges the legality of an order, such order shall be reduced to writing as soon as practical.

### Section 4. Notice of Discipline.

- a. After a management decision is made to impose discipline, the union will have five (5) working days after formal notice of the discipline to file a grievance.
- b. The following actions constitute serious discipline for purposes of this Section:
  - 1. Dismissal
  - 2. Suspension
  - 3. Written Reprimand
- c. An employee must be notified prior to being suspended or dismissed. The employer shall notify the Union in writing of any suspension or dismissal concurrent with written notice to the employee. Such notice shall cite the reason for the discipline, effective date of the discipline and the notice of right to appeal.
- d. An employee, who is being interviewed concerning an incident that may subject him/her to disciplinary action, may have a Union Steward or other Union Representative present. If the employee decides during an interview he/she needs a representative, the meeting will come to a close until a Union representative can be present.
- e. All disciplinary actions may be appealed through the established grievance procedure, except by probationary employees.

Section 5. Oral reprimands.

Where appropriate, oral reprimands shall be given in a manner that will not embarrass the employee before other employees or the public. "Oral reprimands" do not include orders or instructions to a subordinate designed to accomplish an operational goal.

Section 6. Access to Information.

During the course of informal proceedings prior to notice of formal discipline and during the course of the grievance procedure prior to arbitration, the Town will share information with the Union and the employee consistent with the Union's entitlement as exclusive bargaining agent and with a view toward reaching agreement on the discipline being imposed.

Section 7. Authorization and Level of Discipline.

In recognition of the various levels of command and degrees of improper conduct which may warrant discipline, the following supervisory personnel may impose the below described levels of discipline:

- a. The Library Director may invoke the following discipline:
  - 1. Oral reprimand
  - 2. Written reprimand
- b. The First Selectman may invoke the following discipline:
  - 1. Oral reprimand
  - 2. Written reprimand
  - 3. Suspension
  - 4. Dismissal

Section 8. Personnel Records.

An employee shall be permitted to examine and obtain copies of any materials in his/her personnel file. Upon presentation of written authorization by an employee, a Union Steward or a representative of the Union may have access to an employee's personnel file.

No material relating to disciplinary action shall be placed in an employee's personnel file until the employee has had an opportunity to review and sign such material. The signing shall not be construed as acceptance thereof, but only of receipt and review. If an employee refuses to sign any such material the supervisor may note that the employee refused to sign or a Union steward or Union staff representative may sign indicating receipt thereof. Employees may comment in writing on such material. Employees may also file a written grievance regarding the material. The employee shall be deemed to have had an opportunity to review and sign such material if such material is mailed to the employee at the home address contained in the personnel file and such material is not returned signed within ten (10) business days.



## ARTICLE 9 - GRIEVANCE PROCEDURE

### Section 1. Purpose.

The purpose of this procedure is to secure, at the lowest possible administrative level, solutions to grievances regarding misapplication and misinterpretation of the specific language of the Agreement.

### Section 2. Definitions.

"Grievance" shall mean a complaint by the Union, an employee, or a group of employees that her/his/their rights under the specific language of this Agreement have been violated or that, as to her/him/them, there has been a misinterpretation or misapplication of the specific provisions of this Agreement.

"Grievant" shall mean the Union, any member of the bargaining unit, or a group of bargaining unit members similarly affected by a grievance, seeking recourse under the terms of this Article.

"Days" shall mean calendar days.

### Section 3. Time Limits.

If a grievance in writing is not filed to the Town within fourteen (14) calendar days after the grievant knew or should have known of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived. The time limits specified within this Article may be extended by mutual agreement of the Union and the Town or its designee, provided that, if a grievance is not submitted to a higher Step in the below procedure, it shall be deemed settled on the basis of the answer in the last Step considered. Failure by the Town to render a decision within the specified time limits shall be deemed to be a denial of the grievance and the grievance shall proceed to the next level.

### Section 4.

#### Step 1 – Library Director

If an employee feels that he/she may have a grievance, he/she and/or his/her Union Steward and/or Union Staff Representative may first discuss the matter with the Library Director in an effort to resolve the problem informally. If unable to do so, the grievant shall reduce the grievance to writing and submit it to the Library Director. The Library Director shall render a decision to the grievance in writing within fourteen (14) days following the meeting.

### Step 2 – First Selectman

If the grievant and/or Union is not satisfied with the disposition of his/her grievance at Step 1, he/she, may, within fourteen (14) days after the decision, file his/her grievance with the First Selectman. The First Selectman shall meet within fourteen (14) days after receipt of the grievance with the grievant and his/her Union Steward and/or Union Staff Representative to discuss the grievance. The First Selectman shall render a decision to the grievance in writing within fourteen (14) days following the meeting.

### Step 3 – Board of Selectmen

If the grievant and/or Union is not satisfied with the disposition of his/her grievance at Step 2, he/she, may, within fourteen (14) days after the decision, file his/her grievance with the Board of Selectmen. The Board of Selectmen shall meet with the grievant and his/her Union Steward and/or Union Staff Representative to discuss the grievance at its next regular meeting, or at a special meeting mutually agreeable to the parties. The Board of Selectmen shall render a decision to the grievance in writing within fourteen (14) days following the meeting.

### Step 4 – Arbitration

If a grievance remains unresolved, the Union may submit the matter to arbitration. The submission of the grievance shall state the provision of the contract allegedly violated and the remedy sought. Grievances shall be submitted in writing and must be filed with the Connecticut State Board of Mediation and Arbitration no later than fourteen (14) days after the Step 3 answer or mediation session. The Arbitrator shall have no power to add to, subtract from, alter or modify this Agreement. The decision of the arbitrator shall be final and binding. The cost of arbitration will be borne equally by the parties, but each party shall be responsible for bearing their own respective costs associated with the arbitration process. Unless the parties agree to combine grievances, the arbitrator will hear and decide only one (1) grievance at a time. This provision will not prevent the arbitrator from hearing a class action grievance.

One Union steward and any employees who will testify during the arbitration process shall be granted leave from duty with pay in order to attend such hearings. Once the employee is finished testifying, he or she is expected to return to work for the remainder of his or her scheduled hours.

### Section 5. Mediation.

If the grievance is still not resolved after Step 3, the Union or the Town may submit the matter to a mediator appointed by the Connecticut State Board of Mediation and Arbitration for the purpose of helping to resolve the grievance, within fourteen (14) days after receipt of the Step 3 answer.

Section 6. In case of dismissal, suspension, demotion, and a class action grievance, the grievance shall be submitted directly to Step 2.

## ARTICLE 10 - SENIORITY

Section 1. For purposes of this Agreement and subject to the accrual rules below, seniority shall be defined as an employee's uninterrupted service with the Town from the date of last hire, including all authorized paid and unpaid leave, providing the employee returns to work immediately at the conclusion of such leave.

Section 2. Seniority shall not be broken by vacation, sick time, job related injuries (provided the employee returns to work), authorized leaves of absence, suspension, or any mandatory call to military service, up to any limits provided by this Agreement.

Section 3. Seniority shall be broken only by the following events: discharge for cause, retirement, resignation, layoff in excess of recall period, and failure to report for duty within ten (10) days after notification of recall unless such time limit is waived. Seniority accumulation shall be suspended (but not broken) during layoff or during a long-term leave of absence (more than thirty (30) days) or job related leave which exceeds twelve (12) months.

Section 4. The Town shall prepare a seniority list of all employees covered by this Agreement, showing their classification and length of service with the Town, and deliver such list to the Union Steward and Union office on October 1<sup>st</sup> of each year.

Section 5. Probationary Employees.

No employee shall attain seniority rights under this Agreement until he/she has been continuously on the payroll of the Town for a period of six (6) months. During the probationary period, an employee may be terminated by the Town in its sole discretion for any reason whatsoever and neither the employee nor the Union on his/her behalf shall have recourse to the grievance or arbitration provisions of this Agreement. Upon completion of this probationary period, the name of the new employee shall be added to the seniority list with his/her time commencing on the date of his/her employment. During this probationary period, employees with seniority shall have preference over probationary employees for any hours to be scheduled beyond those hours normally scheduled for employees.

Section 6. Layoff and Recall.

If a reduction in the work force is necessary, the Town will lay off on the basis of classification, with the least senior employee being laid off first. The parties understand that this means that layoffs within a classification will be based on seniority and not solely on time within the classification.

In lieu of layoff, an employee may bump a less senior employee in the same or lower classification provided he/she is qualified to perform the work available in the judgment of the Library Director. The parties understand and agree that for purposes of this provision, employees in any Librarian classification (e.g. Librarian I and Librarian II) may bump less senior employees only within the Librarian classification, while an employee in a Library Associate or

Library Assistant position (e.g. Library Associate I, Library Associate II, Library Assistant I and Library Assistant II) may only bump less senior employees in those same classifications.

When an employee, as a result of layoff, transfers to a lower classification with a lower salary range by bumping, his/her rate of pay in the lower classification shall be the rate of pay closest to that held by him/her at the time of bump.

Any employee who is laid off after having satisfied his/her probationary period shall be placed on a re-employment list and shall remain on such list for a period of two years following the layoff. An employee on the re-employment list shall be subject to recall in the event that the position from which he/she was laid off becomes vacant during such period, provided the employee is still qualified for such position as of the time of the recall, as determined by the Town. An employee who has been laid off and subsequently rehired within the recall period shall have all his/her seniority restored as if he/she had never been separated. An employee on the re-employment list who declines recall or does not respond to written notice from the Town informing the employee of his/her recall within five (5) working days shall be removed from the re-employment list and shall have no further recall rights. Except in an emergency, such as when the Town's budget is not established by May 31 of a particular year, the Town will provide employees with at least four (4) weeks' notice of layoff.

## ARTICLE 11 - VACANCY

Section 1. All job vacancies within the bargaining unit that the Town decides to fill, including new bargaining unit positions, shall be posted for a period of no less than ten (10) calendar days. Postings shall be in the library. The Union Steward and the Union office shall be notified of the vacancy when it is posted. No position shall be filled until the posting period has been closed. No position shall be filled from outside of the bargaining unit until the posting period has closed.

Section 2. When a vacancy is posted, bargaining unit members shall have the right to apply for the position within the posting period. In the event that two or more employees apply for the vacancy, the employees' skill and ability as determined by management shall be the primary factors in determining which employee is selected for the position. Where skill and ability are equal, length of service shall be the governing factor. Bargaining unit members who qualify for the vacancy shall be given first preference in filling all promotional or non-promotional vacancies prior to the hiring of any new employee from outside the bargaining unit for the position. Bargaining unit members who apply for the vacancy but who do not qualify for the vacancy shall be notified by the Town of their status regarding the position prior to the hiring of any new employee from outside the bargaining unit for that position, and prior to advertising the position outside the bargaining unit.

Section 3. Newly promoted or transferred employees shall have a trial period of six (6) months to demonstrate their ability to perform in the new position. If the employee proves unable to perform the duties of the position in the sole judgment of the Library Director and as demonstrated by relevant and supportive documentation, the employee may elect to return to the position from which the employee was promoted or transferred, within the trial period of six (6)

months, unless the position previously occupied by the employee has been eliminated. Where such a position was eliminated, the employee shall be placed in a reasonably equivalent position, assuming one is available. In the event there is no position available for the employee, Article 10, Section 6 shall apply.

## ARTICLE 12 - LEAVE PROVISIONS

### Section 1. Sick Leave.

- a. All full-time and regular part-time bargaining unit employees shall accrue sick leave for continuous service upon hire and shall be eligible to use such time after completion of the probationary period. Full-time employees accrue sick leave at a rate of one and one-quarter (1 ¼) working days per completed calendar month of service, not to exceed fifteen (15) days sick leave per year. Each regular part-time employee shall accrue sick leave on a prorated basis. When out of work on sick leave, employees shall be paid for sick time for all hours he/she is normally regularly scheduled to work. Sick leave may be credited in one-half (1/2) hour increments. Unused sick leave may be accumulated up to a total of one hundred (100) days.
- b. Sick Leave or Vacation or Holiday. If an employee is sick while on vacation leave, the time shall be charged against accrued sick leave if supported by a certificate from his/her doctor filed with the supervisor. A holiday occurring when an employee is on sick leave shall be counted as a holiday and not charged as sick leave.
- c. Sick leave shall continue to accumulate during approved leaves of absence with pay and during the time an employee is on authorized sick leave or vacation time. Sick leave shall not accrue for any month the employee is on leave of absence without pay for over fifty-one (51%) percent of the month.
- d. Sick leave shall accrue for the first six (6) months while an employee is receiving Worker's Compensation.
- e. In the event the Town determines that sick leave is being abused, the Library Director shall discuss the matter with the employee in an attempt to resolve the abuse of sick leave. If the abuse of sick leave continues, the matter shall be referred to the First Selectman for appropriate action.
- f. Abuse of sick leave may include, but is not limited to, sick days repeatedly taken before or after a holiday, repeatedly on Fridays or Mondays, and sick days taken as soon as they are earned. A doctor's certificate may be required whenever an employee is off from work for four (4) consecutive work days or more or in the event of frequent or habitual absences that continue after discussion with the Library Director as outlined above.

- g. Upon termination, provided such termination is not for cause, an employee shall receive severance pay equal to one-hundred percent (100%) of accumulated sick leave up to forty-five (45) days after the completion of two (2) years.
- h. Upon death of the employee, one hundred percent (100%) of accumulated sick days up to forty-five (45) days shall be paid in a lump sum to his/her designated beneficiary or to the employee's estate, at the employee's then current rate of pay.

## Section 2. Workers' Compensation.

In the event that a full-time or regular part-time employee receives Workers' Compensation benefits, the difference in his/her pay, if any, shall be paid by the Town for up to six (6) months.

## Section 3. Personal Leave.

Each full-time employee shall be granted four (4) personal days each calendar year. Each regular part-time employee shall accrue personal leave on a pro-rata basis. Likewise, each regular full-time employee commencing employment after January 1 shall accrue personal leave on a pro-rata basis. Said days may not accumulate from year to year. Personal leave may be used in one-half (1/2) hour increments with a minimum usage of one (1) hour. Requests to use personal leave shall be made at least five (5) days in advance except in extenuating circumstances.

## Section 4. Funeral Leave.

- a. In the event of a death in the family of an eligible employee, leave consisting of up to three (3) consecutive workdays shall be granted. Regular part-time employees, as defined in this Agreement, shall be paid based on the employee's workweek. The full-time or regular part-time employee shall be paid his current rate for up to three (3) consecutive days which fall within his/her regularly scheduled work days. The term "family" shall include the employee's spouse, mother, father, child, sibling, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, or any other person who is an actual member of the employee's household.
- b. In the event of the death of an aunt, uncle, niece, nephew or other relative of the eligible employee or his/her spouse, up to one (1) day paid leave shall be allowed.
- c. The First Selectman may grant additional time off for funeral leave which will be deducted from an employee's sick leave, personal leave, or vacation time, whichever the employee chooses.

Section 5. Unpaid Leave.

Requests for unpaid leaves of absence up to one (1) year may be made. Approval of such request shall be at the discretion of the First Selectman or designee. If approved, the employee will reimburse the Town for the cost of continuing group medical, dental and life insurance benefits during the period of the leave, if applicable.

Section 6. Family and Medical Leave.

The Town shall allow employees leaves of absence as required by the Federal Family and Medical Leave Act of 1993.

Employees must first exhaust all paid leave benefits (i.e. vacation and sick leave) before becoming eligible to utilize unpaid leave. An employee may reserve a maximum of five (5) days of vacation leave and five (5) days of sick leave for future use. Such paid leave will be credited against the employee's eligible leave under the Family and Medical Leave Act of 1993.

Section 7. Military Leave.

Military leave in accordance with state and federal law may be granted upon request to the First Selectman.

Section 8. Leave Balances.

The Town shall notify each employee of his/her leave balances. Such an accounting shall be given no later than May 1<sup>st</sup> of each subsequent year.

Section 8.1 Jury Duty. An employee required to report for jury duty on a scheduled work day shall receive the difference in his/her pay, if any, from the employer, upon presentation of a voucher from the court.

Section 9. Vacations.

- a. Schedule. When out of work on vacation leave, employees shall be paid for vacation leave for all hours he/she is normally regularly scheduled to work. All full-time employees covered under this Agreement shall be granted time off with pay for vacations according to the following schedule:

<u>Years of Continuous Service</u>	<u>Rate Accumulated</u>
Date of Hire – but less than five (5) years of employment	.833 days per month two (2) weeks per year.
Five (5) years but less than ten (10) years of employment	1.25 days per month three (3) weeks per year.

Ten (10) years but less than twenty (20) years of employment	1.66 days per month four (4) weeks per year.
Twenty (20) years but less than twenty-four (24) years of employment	four (4) weeks per year plus one (1) day per year greater than 20.
Twenty-four (24) years or more	five (5) weeks per year.

- b. For all regular part-time employees and part-time employees, as defined in this Agreement, vacation accrual shall be based on the actual date of hire and in accordance with the above schedule. Vacation days shall be prorated according to the employee's normal workweek.
- c. Notification. Vacation requests for three (3) or more days must be submitted at least two (2) weeks in advance of the vacation period unless there are extenuating circumstances. All vacation requests for less than three (3) days shall be submitted at least five (5) days in advance of the vacation day unless there are extenuating circumstances. All vacation requests must be submitted in advance to the Library Director.

To assist in the scheduling of vacation time, employees shall submit vacation requests to the employer between March 1 and April 1 of each year. An employee must request a block of time of three (3) days or more in order to have seniority considered. Vacation requests submitted under this provision shall be granted on the basis of seniority, and once approved, shall not be denied on the basis of a later request by a more senior employee. These vacation schedules shall be conspicuously posted no later than April 15 of each year.

- d. Vacation time may be used in one-half (1/2) hour increments with a minimum usage of one (1) hour.
- e. Vacation day accumulation will be a maximum of forty-five (45) days and may be transferred from year to year and must be approved by the First Selectman. Vacation days accumulated over forty-five (45) days maximum shall be paid to the employee at the end of each fiscal year.
- f. Retirement or Termination. In the event of retirement or termination (except for cause), accumulated vacation days shall be paid in a lump sum payment to the employee at his/her then current rate of pay. In the event of death, accumulated vacation days shall be paid in a lump sum payment to the designated beneficiary of the employee, or to the estate if there is no named beneficiary.



Section 10. Holidays.

- a. The following are paid holidays for employees:
- |                        |                        |
|------------------------|------------------------|
| New Year's Day         | Independence Day       |
| Martin Luther King Day | Labor Day              |
| President's Day        | Columbus Day           |
| Good Friday            | Veteran's Day          |
| Memorial Day           | Thanksgiving Day       |
| Floating Holiday       | Day after Thanksgiving |
|                        | Christmas Day          |
- b. Employees shall schedule their floating holiday, with the Library Director's advance approval, at least two (2) weeks in advance.
- c. Holidays listed above will be celebrated on the same day as the State of Connecticut, unless the actual holiday falls on a Saturday and the Library is regularly scheduled to be open, in which case the Saturday will be celebrated as the holiday and the Library will be closed for that day. In the event the Town decides to remain open on a holiday, employees who work shall receive a floating holiday to be used within forty-five (45) days.
- d. In the event that the Library closes early on July 3, Thanksgiving Eve Day, Christmas Eve Day, or New Year's Eve Day, all employees will be paid for their regular number of hours scheduled for that day.
- e. If a holiday falls on a full-time or regular part-time employee's scheduled day off, he/she shall receive a day off to be taken at a time mutually agreed upon with the Library Director. Any days granted pursuant to this section shall be taken within forty-five (45) days of the holiday for which the day was received. If a holiday falls on a day that the employee is regularly scheduled to work, he/she shall be paid for his/her hours scheduled. If a holiday falls on a day when a part-time employee is not regularly scheduled to work, such employee shall not receive holiday pay. There shall be no payout of unused, accumulated holiday time upon termination, including retirement, unless a request to use the day(s) was made to the Library Director and said request was denied.
- f. Whenever any of these holidays occur while an employee is out on sick leave or vacation, the time will not be charged to accrued sick time or vacation time.

ARTICLE 13 - INSURANCE AND PENSION

Section 1. The Town shall provide and pay for term life insurance for each full-time and regular part-time employee in the bargaining unit in an amount equal to their annual base salary, rounded to the next highest one thousand (1,000) dollars up to a maximum benefit of \$150,000.00.

Section 2. Subject to the Town's right to change insurance carriers and/or to self-insure these benefits, the Town shall offer health care benefits to full-time and regular part-time employees and their eligible dependents. Employees scheduled to work less than thirty (30) hours per week shall not be eligible to receive insurance benefits, including but not limited to health care benefits, AD&D benefits, life insurance benefits, short-term or long-term disability benefits, retiree health benefits and retiree life insurance. It is agreed and understood that full-time and regular part-time employees may elect single, two person or family coverage. Insurance coverage for new employees will commence on the first day of the month following appointment or as soon as coverage can be provided. An application for insurance will be completed on or near the date of hire. Health care benefits shall be provided to full-time employees with the options outlined below:

- a. Flex POS2 (formerly HMO). For the first year of this Agreement (2019-2020 but consistent with the health care renewal year, as opposed to the fiscal year), the Town shall offer a Flex POS2 plan which shall be available for inspection by employees through the Department of Finance and which is subject to change in accordance with the provisions of this Agreement. After the first year of this Agreement, the Flex POS2 plan will no longer be offered. Qualifying employees shall contribute to the cost of medical coverage elected on a percentage of premium or premium equivalent cost basis as follows:

<u>Year</u>	<u>Individual Coverage</u>	<u>Two Person or Family Coverage</u>
2019 – 2020	14%	19%

- b. \$2,000/\$4,000 High Deductible Health Plan (HDHP), also known as Flex POS HSA. For the first year of this Agreement (2019-2020 but consistent with the health care renewal year, as opposed to the fiscal year), the Town shall offer a High Deductible Health Plan in conjunction with Health Savings Accounts which shall be available for inspection by employees through the Department of Finance and which is subject to change in accordance with the provisions of this Agreement. After the first year of this Agreement, the Flex POS HSA plan will no longer be offered. Qualifying employees shall contribute to the cost of medical coverage elected on a percentage of premium or premium equivalent cost basis as follows:

<u>Year</u>	<u>Individual Coverage</u>	<u>Two Person or Family Coverage</u>
2019 – 2020	12%	17%

For the fiscal year 2019-2020, the Town will fund fifty percent (50%) of the applicable deductible for the \$2,000/\$4,000 HDHP which shall be provided on a quarterly basis.

- c. \$2,500/\$5,000 High Deductible Health Plan (\$2,500/\$5,000 HDHP). For the 2020-2021 fiscal year and all subsequent years in which this Agreement is effective, the Town shall offer a High Deductible Health Plan in conjunction with Health Savings Accounts which

shall be available for inspection by employees each year through the Department of Finance and which is subject to change in accordance with the provisions of this Agreement. Qualifying employees shall contribute to the cost of medical coverage elected on a percentage of premium or premium equivalent cost basis as follows:

<u>Year</u>	<u>Individual Coverage</u>	<u>Two Person or Family Coverage</u>
2020 – 2021	8%	14%
2021 – 2022	8%	14%
2022 – 2023	9%	15%

- (i) For fiscal year 2020-2021, the Town will fund the \$2,500/\$5,000 HDHP deductible in the amount of \$2,000 for employee only coverage and in the amount of \$4,000 for employee plus one or family coverage. For fiscal year 2021-2022, the Town will fund the \$2,500/\$5,000 HDHP deductible in the amount of \$1,750 for employee only coverage and in the amount of \$3,500 for employee plus one or family coverage. For fiscal year 2022-2023, the Town will fund the \$2,500/\$5,000 HDHP deductible in the amount of \$1,500 for employee only coverage and in the amount of \$3,000 for employee plus one or family coverage. The parties acknowledge that the Town's contribution toward the funding of the HSA is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed bargaining unit members. The Town shall have no obligation to fund any portion of the HDHP deductible for retirees or other individuals upon their separation from employment.
- (ii) For each fiscal year covered by this Agreement, the Town shall provide its portion of the funding of the deductible on a quarterly basis.
- d. Flex POS1 (formerly PPO). The Town shall offer a Flex POS1 plan, which shall be available for inspection by employees each year through the Department of Finance, beginning with the second year of this Agreement (2020-2021) and for all subsequent years in which the Agreement is effective. This plan is subject to change in accordance with the provisions of this Agreement. Qualifying employees electing this health care benefit plan shall contribute the cost of medical coverage elected on a percentage of premium or premium equivalent cost basis as set forth in subsection (c), plus shall contribute the difference, if any, between the cost of equivalent benefits under the \$2,500/\$5,000 HDHP. In other words, eligible employees electing this option shall pay the difference between what they would have paid had they elected the \$2,500/\$5,000 HDHP and the cost of Flex POS 1.

### Section 3. Dental Coverage.

The Town will provide and pay for fifty percent (50%) of the premium for individual Flex Dental Plan. The plan shall be available for inspection by employees each year through the Department of Finance. The employee will pay for the cost of any dependent coverage.

Section 4. The Town shall have the right to change the manner in which health and dental insurance is provided, including, but not limited to, the right to self-insure, partially self-insure or

change health and dental coverage carriers, with the understanding that the plan(s) resulting from such change(s), when viewed as a whole, provide coverage comparable, in terms of coverage, benefits and administration, to that set forth in this agreement, except as otherwise provided below. Whenever possible, the Town will provide the Union and members of the bargaining unit with at least thirty (30) days advanced notice of the Town's intent to change carriers or self-insure.

Section 5. Full-time and regular part-time employees may elect, on a completely voluntary basis, to waive their right to participate in the health insurance plan offered by the Town, as set forth in this agreement. In consideration for the voluntary waiver of single coverage and upon presentation of proof of alternate insurance then in place covering the employee, the Town will pay the qualifying employee the amount of five hundred dollars (\$500) per year payable in equal quarterly installments. In consideration for the voluntary waiver of employee plus one dependent health insurance coverage, the Town will pay the qualifying employee the amount of one thousand dollars (\$1,000) per year payable in equal quarterly installments. In consideration for the voluntary waiver of family dependent health insurance coverage, the Town will pay the qualifying employee the amount of one thousand, five hundred dollars (\$1,500) per year in equal quarterly installments. In the event of changed circumstances that require the qualifying employee to revoke his/her insurance waiver, the employee must provide the Town with notice of such changed circumstances and return any money received in exchange for such waiver to the Town on a prorated basis. Insurance coverage waivers are subject to any limitations or restrictions, which may be imposed by the applicable insurance carriers. Qualifying employees who waive insurance coverage and subsequently apply for reinstatement shall be subject to all restrictions for reinstatement imposed by the applicable insurance carriers, including all waiting periods.

Section 6. The short and long term disability program offered by the Town to its employees shall be offered to full-time and regular part-time bargaining unit members

Section 7. Pension.

Eligible employees will continue to be covered by the Town's pension plan.

Section 8. Retiree Health Insurance.

All eligible persons who have retired and are receiving benefits under a Town pension plan and who are not yet eligible to receive Medicare Part A benefits and have attained twenty-five (25) years of service to the Town, will continue to receive health insurance and dental benefits as provided to active employees as such coverages may be amended from time to time by collective bargaining and annual reevaluations. The Town shall pay fifty (50%) percent of individual coverage for the retiree. The retiree shall have the option of purchasing dependent coverage at one hundred (100%) percent of the cost of the coverage as determined by the Town's plan rate. Upon eligibility for Medicare Part A benefits, such persons will no longer be eligible to continue to receive such health insurance and dental benefits.

However, should the retired employee have health insurance coverage that, when viewed as a whole, is comparable to or better than the Town's plan available to himself/herself or dependent resulting from subsequent employment, the benefits provided for in this section shall not be provided. The employee shall have a one-time option to subsequently reenroll in the Town's plan at the total cost effective at the employee's retirement rate.

Eligible retirees who attain eligibility for Medicare Part A benefits will have the option to retain Town health insurance and dental benefits in the form of Medicare Supplement coverage for himself/herself. The eligible retiree shall pay one hundred (100%) percent of the cost of coverage for himself/herself, spouse and dependent children, paying at the Town's plan's rates.

## ARTICLE 14 - WAGES

Section 1. Each bargaining unit employee must submit time cards recording time worked, overtime, holidays and days taken with approval for vacation, personal leave, funeral leave and sick leave. The Library Director or his or her designee shall initial time cards.

- a. The salary schedules for July 1, 2019 through June 30, 2023 are hereby made a part of, incorporated into, and attached as Appendix A to this Agreement.
- b. In accordance with the salary schedules in Appendix A, new employees shall be hired at the base (Step 1) rate of pay unless a higher starting rate of pay is approved by the First Selectman based on the candidate's experience and skills. On January 1 of each year of the contract, eligible employees shall move one (1) step on the salary schedule. Eligibility shall be defined as six (6) months of service in the current position.

### Section 2.

General wage increases for the contract term shall be as follows:

2019 – 2020	1.0% (upon signing by all parties with no retroactivity)
2020 – 2021	2.0%
2021 – 2022	2.25%
2022 – 2023	2.5%

An employee temporarily assigned by the Library Director and the First Selectman to a position in a higher classification with a higher rate of pay shall be paid for all time worked at the higher rate of pay at the step in the higher classification which is closest to his/her current rate of pay.

Employees who are authorized in advance to use their own vehicles for Town business shall be entitled to compensation at the IRS approved amount, or the Town shall supply a vehicle with advance notice.

## ARTICLE 15 - HOURS OF WORK AND OVERTIME

Section 1. The Town shall determine the Library's hours of operation. If any changes to the hours of operation impact employees' current work schedules, the Town and the Union agree to negotiate said impact prior to the change going into effect.

Section 2. All full-time employees, as defined in this Agreement, shall be entitled to an unpaid half-hour (1/2) duty free lunch. All regular part-time employees and part-time employees, as defined in this Agreement, scheduled to work an eight (8) hour shift shall be entitled to an unpaid half-hour (1/2) duty free lunch. In addition to the above mentioned unpaid lunch, all employees scheduled to work a four (4) to eight (8) hour shift shall be entitled to a paid fifteen (15) minute break.

A Master Schedule shall be posted every six (6) months. The Library Director, to the extent that s/he determines that it is feasible and practicable, shall take into consideration input from employees in establishing the Master Schedule. Employees who desire input into said schedule shall provide the Library Director or his/her designee with information on their scheduling concerns at least four (4) days prior to the date that the schedule is required to be posted.

The Town reserves the right to adjust weekly schedules as necessary to cover employee absences or other extenuating circumstances. Any such adjustments shall be posted no later than the Wednesday before the applicable workweek. Any permanent change to an employee's regular schedule shall not take effect without at least six (6) weeks advance notice under normal circumstances. A Master Schedule establishing Saturday work hours shall be posted quarterly. Any change to the Saturday schedule must be requested at least one month in advance.

In the event the library is closed due to weather or emergency, an employee scheduled to work that day shall be paid for all time he/she was scheduled to work.

Under normal circumstances, an employee's regular schedule will include one (1) night per workweek and one (1) Saturday in every three week period. This does not preclude the Town from creating positions normally scheduled to work more evenings and Saturdays, or preclude an employee from voluntarily working more than one evening per week or more than one Saturday in every three week period.

### Section 3. Overtime.

An employee may not work more than forty (40) hours per week unless such overtime is previously approved by the First Selectman. Overtime will be paid in accordance with state and federal law.

Overtime assignments as determined by the Library Director shall be filled on a fair and equitable basis.

Section 4. On holidays and holiday weekends, all work concerning the retrieval of materials from the book drop box on the Library's premises shall be the responsibility of employees of this

bargaining unit. In the event that a bargaining unit employee is called in by the Library Director to retrieve materials from the book drop box, the employee shall receive a minimum of four hours of pay to perform such task.

## ARTICLE 16 - PROFESSIONAL DEVELOPMENT

Section 1. Employees may be required or may be allowed to attend professional meetings and conferences of library associations as directed or approved in advance by the Library Director. In the event an employee is required to attend or obtains advance permission for reimbursement of expenses to attend such a seminar, meeting or conference, the costs of registration, and reasonable and necessary mileage, transportation and/or other expenses, to the extent such were approved by the Director in writing, will be reimbursed by the Town. The Town shall reimburse each Librarian up to \$75.00 each year for membership dues in a related professional organization approved by management. Management may approve membership cost reimbursement in any other professional organization(s) beneficial to the Library.

Section 2. Any employee taking college courses which, in the sole discretion of the Library Director, directly relate to the employee's current assignments shall be eligible to be reimbursed for fifty percent (50%) of the cost of the course and books when the school and course are approved in writing by the Library Director in advance and the employee receives a final grade of "B" or better in such approved course. The total liability of the Town shall not exceed two thousand five hundred dollars (\$2,500.00) in any fiscal year, regardless of the number of employees who qualify for reimbursement. In instances where the \$2,500.00 maximum is exceeded in a fiscal year, reimbursement shall be done equitably among qualifying employees. Unused funds in any fiscal year do not accrue. Notification of intent to take such course(s) and request for preliminary approval must be made with advance notice. If said notice is not provided in a timely fashion, reimbursement may be delayed until the following fiscal year. Employees who leave the Town's employ within three (3) years of being reimbursed for any reason other than layoff shall be required to repay all tuition reimbursement received. Authorization to deduct monies from final pay will be sought from the employee and/or payments shall be made by the employee directly to the Town on a mutually agreed schedule.

## ARTICLE 17 - LONGEVITY

All full-time and regular part-time employees shall be entitled to longevity pay in accordance with the following schedule:

\$350.00 – 10<sup>th</sup> through 14<sup>th</sup> year of service  
\$450.00 – 15<sup>th</sup> through 19<sup>th</sup> year of service  
\$550.00 – 20<sup>th</sup> year and over

Years of service shall be determined based on date of hire. Payment will be made in one (1) lump sum at the time of the first (1<sup>st</sup>) week in July or January, whichever comes sooner after the employee's anniversary date. (Example: Employee's anniversary date is in February. He/She

earns a longevity payment in February, but receives it following July *or* Employee's anniversary date is in September. He/She earns longevity payment in September, but receives it the following January).

#### ARTICLE 18 - NON-DISCRIMINATION

The parties agree that neither shall discriminate against any employee on the basis of race, color, religion, sex, gender identity or expression, sexual orientation, age, national origin, alienage, ancestry, marital status, physical or mental disability, lawful political activity or status as a veteran.

The Town shall not discriminate against an employee on the basis of membership or non-membership or lawful activity on behalf of the bargaining unit.

No employee shall be coerced or intimidated or suffer any reprisal, either directly or indirectly, as a result of the exercise of his/her rights under this Agreement.

#### ARTICLE 19 - DURATION

This Agreement shall be in full force and effect from the date of signing to June 30, 2023.

For the Town of Portland:

For the Union:

Susan L. Branfield

Janet M. Ellison

Date: 10-7-19

Date: 10-7-19



# APPENDIX A

		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
Library Assistant I								
7/1/19-6/30/20								
1.0%	15.98	16.37	16.80	17.22	17.65	18.07	18.52	
7/1/20-6/30/21								
2.0%	16.30	16.70	17.13	17.56	18.00	18.43	18.89	
7/1/21-6/30/22								
2.25%	16.66	17.08	17.52	17.96	18.41	18.84	19.32	
7/1/22-6/30/23								
2.5%	17.08	17.50	17.96	18.41	18.87	19.31	19.80	
Library Assistant II								
7/1/19-6/30/20								
1.0%	18.61	19.08	19.54	20.06	20.54	21.06	21.58	
7/1/20-6/30/21								
2.0%	18.98	19.46	19.93	20.46	20.95	21.48	22.01	
7/1/21-6/30/22								
2.25%	19.41	19.90	20.38	20.92	21.42	21.96	22.51	
7/1/22-6/30/23								
2.5%	19.90	20.40	20.89	21.44	21.96	22.51	23.07	
Library Associate I (Youth Services Assistant)								
7/1/19-6/30/20								
1.0%	21.82	22.38	22.97	23.51	24.11	24.71	25.33	
7/1/20-6/30/21								
2.0%	22.25	22.83	23.43	23.98	24.59	25.20	25.84	
7/1/21-6/30/22								
2.25%	22.75	23.34	23.95	24.52	25.14	25.77	26.42	
7/1/22-6/30/23								
2.5%	23.32	23.92	24.55	25.13	25.77	26.41	27.08	
Library Associate II								
7/1/19-6/30/20								
1.0%	24.35	24.95	25.56	26.13	26.75	27.38	28.06	
7/1/20-6/30/21								
2.0%	24.84	25.45	26.07	26.65	27.29	27.93	28.62	
7/1/21-6/30/22								
2.25%	25.40	26.02	26.66	27.25	27.90	28.56	29.26	
7/1/22-6/30/23								
2.5%	26.03	26.67	27.33	27.93	28.60	29.27	29.99	

		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
Librarian I								
7/1/19-6/30/20								
1.0%	26.14	26.80	27.42	28.11	28.81	29.50	30.24	
7/1/20-6/30/21								
2.0%	26.66	27.33	27.97	28.67	29.38	30.09	30.84	
7/1/21-6/30/22								
2.25%	27.26	27.94	28.60	29.32	30.04	30.77	31.53	
7/1/22-6/30/23								
2.5%	27.94	28.64	29.32	30.05	30.79	31.54	32.32	
Librarian II								
7/1/19-6/30/20								
1.0%	28.40	29.09	29.82	30.52	31.29	32.06	32.86	
7/1/20-6/30/21								
2.0%	28.97	29.67	30.41	31.13	31.92	32.70	33.52	
7/1/21-6/30/22								
2.25%	29.62	30.34	31.09	31.83	32.63	33.43	34.27	
7/1/22-6/30/23								
2.5%	30.36	31.10	31.87	32.63	33.45	34.27	35.13	