

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE FERGUSON LIBRARY**

**-and-**

**THE FERGUSON LIBRARY BARGAINING UNIT**

**LOCAL 1303-317 OF  
CONNECTICUT COUNCIL #4,  
AFSCME, AFL-CIO**

**November 1, 2022 through June 30, 2025**

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## **AGREEMENT**

### **Between THE FERGUSON LIBRARY And THE FERGUSON LIBRARY EMPLOYEE BARGAINING UNIT LOCAL 1303-317 OF CONNECTICUT COUNCIL #4, AFSCME, AFL-CIO**

This AGREEMENT, made and entered into this \_\_\_\_\_ day of December, 2022, by and between The Ferguson Library (hereinafter referred to as the "Library"), and The Ferguson Library Employee Bargaining Unit, Local 1303-317 of Connecticut Council #4, AFSCME, AFL-CIO (hereinafter referred to as the "Union").

#### **ARTICLE I - RECOGNITION**

1.1 The Library recognizes the Union as the sole and exclusive bargaining agent on matters pertaining to wages, hours and other conditions of employment for all salaried employees who are employed in non-supervisory classifications, and all regular part-time, non-supervisory hourly employees who are regularly scheduled to work 22.5 hours or more per week; and excluding the President and Executive Director; Director of Administrative Services; Director of Branch and Community Services; Director of Human Resources and Legal Affairs; Director of Management Information Systems; Director of Public Services; Adult Services Supervisor; Bookmobile Services Supervisor; Building Services Supervisor; Business Office Supervisor; Cataloguing Services Supervisor; Children's Services Supervisor; Circulation Services Supervisor; Community Services Supervisor; Information Services Supervisor; Public Relations Supervisor; Harry Bennett Branch Supervisor; Weed Branch Supervisor; account clerk/typist position in the Business Office; executive assistant to the President and Executive Director and administrative assistant to the Administrative Staff; Bookkeeper; and any additional bona fide supervisory positions that may be created by the Library from time to time during the term of this Agreement.

1.2 For purposes of this Article, "regularly scheduled" shall mean scheduled to work 22.5 hours or more per week, on average, during any 6-month period commencing with the first day of the month following the month in which this Agreement becomes effective.

#### **ARTICLE 2 - MANAGEMENT OF THE LIBRARY**

2.1 The Union recognizes and agrees that the management of the Library, the direction and control of the Library's property and operations, the establishment of Library policy and the direction of the working force shall continue to be vested exclusively in the Library. In the exercise of its rights, the Library shall observe the provisions of this Agreement. Such rights include but are not limited to the right to hire, demote and promote bargaining unit members; the right to discipline for just cause and to suspend and discharge bargaining unit members for just cause; the right to lay off employees for lack of work; the right to schedule and change working hours; the right to assign work and temporarily transfer bargaining unit members from one job to another; the right to determine and implement new or changed methods and procedures for providing Library services to the public; the right to make reasonable rules of conduct and safety which do not conflict with the terms of this Agreement; the right to use

bargaining unit members on available work for temporary periods; the right to subcontract work.

## **2.2 Performance Reviews**

All bargaining unit members shall be required to sign their annual performance review, indicating that the Library has supplied them with a copy.

## **2.3 Personnel Files**

In accordance with the provisions of Section 31-128a through 31-128h of the General Statutes of Connecticut, bargaining unit members shall have access to their personnel files and shall have the right to state their position in writing with respect to anything contained in the file and to have that statement maintained as part of the file.

## **2.4 Supervisory Evaluation**

The Library shall conduct an annual employee engagement survey regarding the working environment of the Library.

# **ARTICLE 3 - MAINTENANCE OF MEMBERSHIP AND DUES DEDUCTION**

3.1 (a) Upon receipt of a written payroll deduction authorization from a Union member, the Library agrees to deduct monthly Union Membership dues uniformly applied to all members of the bargaining unit. Bargaining unit member's individual payroll deduction authorization forms shall remain in effect for the life of this Agreement. Such deduction shall be divided equally between the bargaining unit member's fifty-two annual paychecks. The total sum deducted shall be remitted to Local 1303-317 of AFSCME Connecticut Council #4, 444 East Main Street, New Britain, CT 06051, together with a list of the bargaining unit members from whose salary deductions were made, no later than the tenth (10th) day of the following month.

(b) The Union will give the Library notice of a change in the amount of its monthly membership dues as soon as possible, but in no event less than fifteen (15) days prior to the effective date of the change.

(c) The Union shall indemnify and save the Library harmless against all claims, demands, suits or other forms of liability or expense, including attorneys' fees, which may arise by reason of any proper action taken in order to comply with this Article.

(d) The Library shall furnish bulletin board space for the use of the Union in the Main Library and branches.

(e) The Library shall permit the Union to use available space for membership meetings, on the bargaining unit members' time, not to exceed one (1) meeting per month.

(f) The Union agrees that it will not attempt to negotiate directly with the City of Stamford, or with any of its officials, regarding matters that are subject to negotiations with the Library.

(g) The Union shall have reasonable access to work locations for purposes of processing grievances or concerning matters within the scope of their representation. The Director of Human Resources shall be notified prior to entry. Such access shall not interfere with the work process, safety or security of the work location.

(h) Management shall provide the Union, once annually, a list containing the following information for each bargaining unit member: a) Name; b) Position/Category; c) Work site address where the bargaining unit member receives US Mail; and d) Work site telephone number(s). Management shall update such information if changes occur throughout the year.

(i) The Union shall have the opportunity to meet with new bargaining unit members. The opportunity for such meeting will ordinarily occur within two weeks of employment.

#### **ARTICLE 4 - HOURS OF WORK AND PREMIUM PAY**

4.1 Subject to Section 4.4 below the regular workday for full-time bargaining unit members shall consist of seven and one-half (7-1/2) hours.

4.2 Subject to Section 4.4 below the regular workweek for full-time bargaining unit members shall consist of thirty-seven and one-half (37-1/2) hours, scheduled in five (5) seven and one-half (7-1/2) hour days, Monday through Saturday. A full-time bargaining unit member and the Library may mutually agree that the employee will work a flexible schedule, such as (a) a workweek consisting of more or less than five (5) days, (b) hours that differ from other full-time bargaining unit members or (c) more than seven and one-half (7-1/2) hours on some days and less than seven and one-half hours on other days.

4.3 Full-time bargaining unit members who are scheduled by the library to work a regular workday on Monday through Friday until 9:00 pm, or until the closing time of the facility at which they work if the closing time is 7:00 pm or later, and work seven (7) hours, shall receive seven and one-half (7-1/2) hours' pay. Full-time bargaining unit members who are scheduled to work on a Saturday, and work six and one-half (6-1/2) hours, shall receive seven and one-half (7-1/2) hours' pay.

4.4 Bargaining unit members working a regular workday shall normally receive an unpaid meal break of one (1) hour and two (2) paid breaks of fifteen (15) minutes, scheduled by the supervisor.

4.5 (a) Subject to the provisions of Section 4.6, bargaining unit members who work in excess of thirty-seven and one-half (37-1/2) hours in any workweek shall receive compensatory time off, with pay, on an hour-for-hour basis, to be scheduled by mutual agreement between the bargaining unit member and the supervisor. Except as otherwise required by Section 4.6, bargaining unit members who work on Sundays shall be compensated at one and one-half (1-1/2) times their regular rate of pay for each hour worked, or shall receive compensatory time off, with pay, on the basis of one and one-half (1-1/2) hours off for each hour worked, to be scheduled by mutual agreement between the

bargaining unit member and the supervisor. Compensatory time shall not exceed thirty-seven and one half (37-1/2) hours.

(b) The supervisor of each department shall establish a procedure whereby full-time bargaining unit members may volunteer to work on a Sunday. An opportunity to volunteer will be granted on an equitable basis first to full-time bargaining unit members regularly assigned to the department and, thereafter, if the requisite full-time staffing has not been filled, to qualified full-time bargaining unit members regularly assigned to another department or branch. It is understood that departmental staffing on Sundays shall not consist solely of part-time staff members unless the department supervisor approves such staffing.

4.6 Non-exempt employees shall be compensated at one and one-half (1-1/2) times their regular rate of pay for hours worked in excess of forty (40) hours in any workweek.

4.7 A bargaining unit member who is called back to work at the Library, after having completed his/her regularly scheduled hours for the day, shall receive a minimum of three (3) hours' work or pay, at the bargaining unit member's regular rate of pay.

4.8 For purposes of this Agreement, part-time bargaining unit members are defined as members of the bargaining unit who are regularly scheduled to work less than thirty-seven and one-half (37-1/2) hours per week. The regular workday and regular workweek of part-time bargaining unit members shall be scheduled as agreed upon between the part-time bargaining unit member and the Library. Part-time bargaining unit members shall receive benefits on a prorated basis.

4.9 There shall be no pyramiding of premium pay.

4.10 When the Library schedules Sunday and holiday work, or work on Saturdays during the months of July, August or September prior to Labor Day, such work shall be performed on a voluntary basis unless an insufficient number of bargaining unit members volunteer, in which event the work will be assigned to qualified employees, in the reverse order of classification seniority, on a rotating basis. The Library will endeavor to retain qualified outside workers who may be assigned from time-to-time on a per diem basis to cover Sunday and holiday work and work on Saturdays during the months of July, August and September prior to Labor Day.

4.11 When the Library assigns bargaining unit members to participate in media events, the time spent by said bargaining unit members in taping such events shall be considered as working time in accordance with Article 4 of this Agreement. When preparation time is necessary for participation in such events, the Library will either make such time available during the bargaining unit members' normal working hours or will consider time actually spent for preparation outside of working hours as working time for purposes of this Agreement. For purposes of this section, "media events" shall mean events designed to communicate information to the public regarding the Library, its personnel, its programs and its mission, by means of radio, television or cable transmission.

4.12 (a) Bargaining unit members required to attend internal meetings when they were not scheduled to work shall, subject to the provisions of Sections 4.5 and 4.6, receive compensatory time off, with pay, on an hour-for-hour basis, to be scheduled by mutual agreement between the bargaining unit member and the supervisor.

(b) Bargaining unit members required to attend internal meetings at locations other than the regular place of work and bargaining unit members otherwise required by the Library to use personal vehicles for Library business shall be reimbursed for use of such vehicles at the IRS- approved rate per mile in effect when the bargaining unit member's personal vehicle was so used, plus road tolls and reasonable parking expenses.

(c) Reimbursement for travel and expenses under subsection (b) shall be paid not later than fourteen (14) days following the bargaining unit member's submission of documentation necessary to process an application for reimbursement. In order to be eligible for reimbursement, reimbursement applications must be submitted no later than the 30 calendar days after the date that such expenses were incurred.

#### 4.13 Unscheduled Closings

(a) If the Library is to be closed for the day, delays its scheduled opening or decides to close early, due to weather or other emergency, insofar as possible the Library will transmit a timely announcement to local media in the Stamford, Norwalk, and Bridgeport corridor and will notify bargaining unit members of the change in hours of operations through a mass text. Such announcement will normally be before 7:00 AM for full day closures. Staff members who must leave home before 7:00 AM, or who do not have texting capability are required to make arrangements with their supervisor to be notified by phone if the Library is to be closed for the day, open late, or close early.

(b) The Library will continue its practice of allowing bargaining unit members to leave work early or to not report for work in the case of severe inclement weather, subject to proper notification to the supervisor and the supervisor's approval. In such event, the bargaining unit member can utilize existing compensatory or vacation time, or can make up the time within a reasonable time.

(c) If a bargaining unit member is out on sick leave during an unscheduled closing of the Library pursuant to the provisions of Article 4.13, the bargaining unit member will not be charged for sick time and the bargaining unit member may elect to utilize other forms of leave consistent with the provisions of Article 4.13(b).

### **ARTICLE 5 - HOLIDAYS**

5.1 Subject to the provisions of this Article, eligible bargaining unit members shall receive holiday pay for thirteen (13) days per year. Eight (8) of those days shall consist of the following holidays as scheduled under the provisions of Chapter 2 of the Connecticut General Statutes:

New Year's Day<sup>1</sup>  
President's Day  
Memorial Day  
Independence Day

Labor Day  
Thanksgiving Day  
Christmas Eve Day  
Christmas Day

Each bargaining unit member shall individually select five (5) additional days off as floating holidays no later than July 1 annually. Selections by bargaining unit members shall be honored subject to adequate staffing of the Library. When the Library considers staffing to be inadequate, Section 4.10 shall also apply.

5.2 Holiday pay for eligible bargaining unit members shall consist of the following number of hours times the bargaining unit member's regular hourly rate:

- (a) full-time bargaining unit members - seven and one-half (7-1/2) hours.
- (b) part-time bargaining unit members - the bargaining unit member's regularly scheduled weekly hours divided by five.

5.3 A bargaining unit member who works one of the holidays enumerated in Section 5.1 shall be paid at the rate of one and one-half times (1-1/2 x) the bargaining unit member's regular hourly rate for all hours worked, in addition to any holiday pay that they may be eligible to receive or, at the bargaining unit member's option, may take all such hours worked as compensatory time off, with pay on the basis of one and one-half (1-1/2) hours off for each hour worked, to be scheduled by mutual agreement between the bargaining unit member and the supervisor. The option described in the preceding sentence will be available only when they take such compensatory time off during the workweek in which the holiday occurs.

5.4 When one of the eight (8) holidays enumerated in Section 5.1 occurs on a full-time bargaining unit member's day off, the bargaining unit member shall be granted another day off, to be scheduled between the bargaining unit member and the supervisor. In the case of part-time bargaining unit members, credits shall be calculated in accordance with existing practice.

5.5 When one of the holidays designated in Section 5.1 occurs on a Sunday and is not designated by statute to therefore be celebrated on the following Monday, full-time bargaining unit members shall be granted another day off, to be scheduled between the bargaining unit member and the supervisor. In the case of part-time bargaining unit members, credits shall be calculated in accordance with existing practice.

<sup>1</sup> The Library has assured the Union that it has no intention to deviate from the practice of closing the Library at 5:00 p.m. on New Year's Eve. The Library will discuss with the Union any change of circumstances that might make it necessary to vary the practice in the future and will give the Union at least one month's notice, in writing, of its intention to remain open later than 5:00 p.m. on New Year's Eve.



5.6 Bargaining unit members shall be ineligible to receive holiday pay under the provisions of this Article if:

- (a) they are on unpaid leave of absence and have not worked at least fifteen (15) days during the month in which the holiday occurs;
- (b) they are absent as a result of being suspended for just cause and have not worked at least fifteen (15) days during the month in which the holiday occurs;
- (c) they are on layoff and have not worked at least ten (10) days during the month in which the holiday occurs; or
- (d) they fail to work their regularly scheduled workday immediately before or after the holiday unless absent for justifiable cause.

5.7 If during any fiscal year of this Agreement, the Library determines to remain open in whole or in part on President's Day, affected bargaining unit members will be notified on or before January 1, in which event one additional day shall be added to the number of floating holidays the impacted bargaining unit members may take and such bargaining unit members shall have ten (10) days to advise the Library when they wish to use the additional floating holiday.

#### **ARTICLE 6 - VACATIONS**

6.1 All bargaining unit members earn paid vacation credits from their first day of employment. They are eligible to take paid vacation time after satisfactory completion of six (6) months of employment. Bargaining unit members earn the annual paid vacation credit on January 1 of each year based on the entitlement described in 6.2 below. New bargaining unit members earn prorated vacation credits on the first day of the month following 180 days of employment through the end of that calendar year.

6.2 (a) All full-time bargaining unit members shall earn paid vacation per calendar year up to a maximum determined by the following schedule:

- 6 months of employment through completion of 1 year of employment: 10 days
- 2 years through completion of 3 years of employment: 15 days
- 4 years and thereafter: 20 days

6.3 (a) Part-time bargaining unit members shall earn up to a maximum of nineteen and three-quarters (19-3/4) days of paid vacation per calendar year, according to their average number of hours regularly scheduled per week, their years of employment and the following formula:

| <u>Hours Scheduled<br/>Per Week</u> | <u>Vacation Credit<br/>Per Month (Hours)</u> | <u>Vacation Credit<br/>Per Year (Hours)</u> |
|-------------------------------------|--|---|
| 22-1/2                              | 7 and 1/2                                    | 90  |
| 23                                  | 7 and 2/3                                    | 92  |
| 24                                  | 8  | 96  |
| 25                                  | 8 and 1/3                                    | 100   |
| 26                                  | 8 and 2/3                                    | 104   |
| 27                                  | 9  | 108   |
| 28                                  | 9 and 1/3                                    | 112   |
| 29                                  | 9 and 2/3                                    | 116   |
| 30                                  | 10   | 120   |
| 31                                  | 10 and 1/3                                   | 124   |
| 32                                  | 10 and 2/3                                   | 128   |
| 33                                  | 11   | 132   |
| 34                                  | 11 and 1/3                                   | 136   |
| 35                                  | 11 and 2/3                                   | 140   |
| 36                                  | 12   | 144   |
| 37                                  | 12 and 1/3                                   | 148   |

Such part-time bargaining unit members' monthly and annual vacation credits shall be determined by calculating a percentage of the formula amount set forth in (a) above, based on the following table:

| <u>Years of Employment</u> | <u>Paid Vacation</u> |
|----------------------------|----------------------|
| 1-3 years                  | 50 percent           |
| 4-8 years                  | 75 percent           |
| 9 or more years            | 100 percent          |

For example, a part-time bargaining unit member who is regularly scheduled to work an average of twenty-five (25) hours per week and who has attained six (6) years of employment, would be entitled to seventy-five (75) hours of vacation credit per year (75% of 100 hours).

(b) Regular part-time bargaining unit members shall earn up to a maximum of two weeks of vacation (45 hours) per calendar year, according to their years of employment and the following schedule:

| <u>Years of Employment</u> | <u>Paid Vacation</u>  |
|----------------------------|-----------------------|
| 1-5 years                  | One week (22.5 hours) |
| More than 5 years          | Two weeks (45 hours)  |

6.4 Bargaining unit members covered by Sections 6.2 and 6.3 earn one-twelfth (1/12) of their annual maximum vacation entitlement for every month during which they are on the payroll at least fifteen (15) calendar days. For purposes of this section, bargaining unit member is not considered to be on the payroll if the bargaining unit member occupies a status described in sub-sections (a), (b) or (c) of Section 5.6. Vacation credit is based on the employee's regularly scheduled workweek. No vacation credit is given for overtime.

6.5 Vacations may be scheduled in anticipation of earned credit, but no vacation may be taken before it is actually earned.

6.6 Bargaining unit members may accumulate paid vacation credit up to a maximum of thirty-five (35) days. Bargaining unit members hired after June 7, 2019 may accumulate paid vacation credit up to a maximum of twenty-five (25) days. However, bargaining unit members may not take more than twenty (20) consecutive days of vacation without the consent of the Library.

6.7 Vacation requests must be submitted to the department supervisor in advance and approval of the request is subject to adequate staffing needs of the department. The supervisor will respond to the request as soon as possible, but in no event more than ten (10) working days following the submission of the request by the bargaining unit member. In the case of conflict, seniority shall prevail.

6.8 In the event of death, resignation or unpaid leave of absence, the bargaining unit member shall be given earned but unpaid vacation pay with their final paycheck. This provision shall not apply where the event occurs during the employee's probationary period.

6.9 If a bargaining unit member is on a planned vacation and becomes significantly ill, the member may be permitted to replace vacation time with sick time with permission from the Director of Human Resources. The permission of the Director of Human Resources shall not be unreasonably withheld and is not subject to the arbitration provisions of this Agreement.

## **ARTICLE 7 - INSURANCE**

7.1 Not later than the employee's 61st day of employment, the following group insurance coverages as provided in the various plans shall be provided to eligible bargaining unit members:

(a) The State of Connecticut's Partnership 2.0 medical program with the Health Enhancement Program (HEP)-Cigna-dental and vision.

7.2 If an eligible bargaining unit member elects to obtain dependents' coverage, insofar as such is available under the plans enumerated in Section 7.1, the Library shall make such coverage available as well.

7.3 (a) Commencing with the bargaining unit member's 61st day of employment, the Library shall pay 100% of the premium for each salaried member of the bargaining unit to provide group life insurance coverage in a principal amount equal to \$50,000.

(b) The Library shall pay the full premium for members of the bargaining unit who subsequently take normal retirement under the Library's retirement plan to provide group life insurance coverage for such retiree in a principal amount equal to \$2,000.

7.4 Effective November 1, 2022, bargaining unit members who elect to participate in any of the programs described in Section 7.1 above shall reimburse the Library for nineteen and

one half (19.5%) percent of the monthly premium cost of the coverage they select, by means of a payroll deduction, provided however, in the case of a regular part-time bargaining unit member who elects coverage under this section, the Library shall pay the full cost of individual coverage (subject to the applicable monthly bargaining unit member reimbursement payment to the Library) and if the part-time bargaining unit member elects dependent coverage, the bargaining unit member shall pay the full cost of such coverage by means of a payroll deduction. The participating bargaining unit member's reimbursement obligation shall increase to twenty (20%) percent effective July 1, 2023 and to twenty and one half (20.5%) percent of the monthly premium cost effective July 1, 2024.

7.5 All policies governing programs in which bargaining unit members and/or their eligible dependents may participate pursuant to Sections 7.1 and 7.2 above shall contain anti-duplication of benefit provisions which shall be binding on all parties.

7.6 The rules, regulations and determinations of the State of Connecticut or the insurance carriers and other entities insuring or administering the programs hereunder, as well as the terms and conditions of any agreements between the Library and the State or the Library and an insurance carrier relating to participation by bargaining unit members and their eligible dependents, shall be binding on all parties hereto. The liability of the Library is limited to the prompt payment of the premiums it is required to pay hereunder throughout the term of this Agreement, subject to the percentage reimbursement which it is entitled to receive from participating bargaining unit members. No matter with respect to these health programs shall be subject to the grievance procedure specified in this Agreement.

7.7 The parties have bargained with respect to the benefits provided herein, it being understood that should the Connecticut Partnership Plan 2.0 no longer be available to the Library or its staff, or should the annual premium cost increase in any single plan year exceed seven and one-half percent (7.5%), the Library shall consult with the Union in advance and notify the Union to open insurance for mid-term negotiations regarding insurance plan alternatives.

7.8 The Library shall make it possible for the bargaining unit members to participate in the Teachers Insurance and Annuity Association of America and/or CREF Tax Deferred Annuity Plan (403b), Mission Square Retirement (403b).

7.9 Bargaining unit members shall be given information regarding insurance benefit plans provided under the terms of this Agreement as part of the Library's continuing education program. In addition, booklets describing the details of the various plans are available from Human Resources.

7.10 If, during the term of this Agreement, the City of Stamford offers to allow the Library's full-time staff to join the City's self-insured group health insurance program, the Library has the discretion to accept that offer and the parties will negotiate the conditions under which the group of staff members covered by this Agreement will join the City program.

7.11 The Library shall provide updated information regarding pension, group health benefit programs, TIAA-CREF and the credit union available to employees annually.

## **ARTICLE 8 - RETIREMENT AND PENSION**

8.1 The current retirement plan shall continue in effect for bargaining unit members hired prior to February 1, 2019, subject to the following conditions:

(a) Retirement income for future retirees shall be calculated on the basis of two percent (2%) of final average annual compensation multiplied by the number of years of credited service at retirement, provided that, effective July 1, 2008, for Years of Service for Accrual of Benefits beginning on or after July 1, 2007, retirement income shall be calculated on the basis of two and one-eighth percent (2-1/8%) of final average compensation, multiplied by the number of years of credited service at retirement, and effective July 1, 2010, for Years of Service for Accrual of Benefits purposes beginning on or after July 1, 2010, retirement income shall be calculated on the basis of two and one-quarter percent (2-1/4%) of final average compensation, multiplied by the number of years of credited service at retirement, and provided further, that in no event shall a Participant's Normal Retirement benefit exceed seventy-four and one-quarter percent (74-1/4%) of his or her final average annual compensation.

(b) Each bargaining unit member who is a member of the plan shall contribute into the plan each year a sum equal to six and one-half percent (6-1/2%) of his or her earnings with respect to such year, which contribution shall be on a pre-tax basis.

(c) Accumulated but unused sick leave, as of a bargaining unit member's retirement date, shall be included in calculating such employee's years of credited service.

(d) The reduction in pension benefit associated with early retirement shall be four percent (4%) per year.

(e) The vesting schedule under the Plan shall become:

| <u>Total Service for Vesting</u> | <u>Vested Percentage of Accrued Benefits</u> |
|----------------------------------|--|
| 1 Year or less                   | 0%   |
| 2 Years                          | 0%   |
| 3 Years                          | 20%  |
| 4 Years                          | 60%  |
| 5 Years                          | 100%   |

(f) With respect to participants who have retired on or after February 1, 2007 and before July 1, 2019, the calculation of lump sum payments from the Plan shall be based on the 1994 Group Annuity reserving table, projected to 2002, and a fixed interest rate of 7%. The annual pension adjustment provided in subsection (h) below will not be taken into account in calculating a lump sum benefit for each participant who elects to take his or her accrued benefit in the form of a lump sum payout. With respect to participants who retire on or after July 1, 2019, the calculation of lump sum payments from the plan shall be based upon the RP 2014 Adjusted to 2006 Total Dataset Mortality Table projected to 2018 using Scale

MP 2018. The mortality will be a 50% male 50% female blend and a fixed interest rate of 7% will be used. The annual pension adjustment provided in subsection (h) below will not be taken into account in calculating a lump sum benefit for each participant who elects to take his or her accrued benefit in the form of a lump sum payout.

(g) Beginning July 1, 2008, any Participant who had retired on or after February 1, 2007, and who elects to receive his vested Accrued Benefit in the form of an annuity, shall receive an annual increase in the value of the annuity of one-half of one percent (.5%) compounded annually. Beginning July 1, 2010, this annual increase shall be increased to one percent (1%) compounded annually.

(h) The current death benefit provides a death benefit assuming that the participant had elected the 50% Joint & Survivor and then died before receiving any payments. The spouse then receives a life annuity based upon a reduced amount. If a participant dies before their pension benefits have started, the following payments will be made to a non-spouse beneficiary, as follows: (a) The benefit will not start before the participant would have reached Normal Retirement Age; (b) Convert the accrued benefit to a 10 year Certain and Continuous benefit assuming that benefit option was made; (c) Pay the beneficiary 10 years of the benefit calculated in step (b).

(i) Effective February 1, 2019, new bargaining unit members will become participants in a new defined contribution plan. Participants will be required to make weekly contributions to their account by a pre-tax payroll deduction equal to five percent (5%) of compensation, with the library contributing an equal amount. The bargaining unit member's contribution will vest immediately, and the Library's contribution will vest on the following schedule:

| <u>Year</u> | <u>Vested Employer Contribution</u> |
|-------------|-------------------------------------|
| 1           | 0%                                  |
| 2           | 0%                                  |
| 3           | 0%                                  |
| 4           | 0%                                  |
| 5           | 100%                                |

The participant will select the investment allocation for their account from options offered by the plan's custodian. Upon resignation, retirement or termination, the participant may withdraw the accumulated benefit, less unvested library contribution, subject to taxation, or transfer/rollover the proceeds to another qualified plan.

At any time between January 1, 2019 and December 31, 2019, a participant in the existing retirement plan may transfer, with 60 days' notice to the Plan Administrator, their lump sum benefit in the existing plan to their account in the defined contribution plan subject to the terms described above.

## **ARTICLE 9 - LEAVES OF ABSENCE**

### **9.1 Compensable Illness or Injury**

Whenever a bargaining unit member is disabled due to illness or injury arising out of, and in the course of employment, and is thereby eligible to receive benefits under the Workers' Compensation laws of Connecticut, the bargaining unit member shall be granted leave of absence of a duration equal to the bargaining unit member's continuous service with the Library, not to exceed nine (9) months, and during such leave, the Library shall supplement the bargaining unit member's daily Workers' Compensation benefit in an amount necessary to maintain the bargaining unit member's daily "take home pay" (gross income minus deductions and withholding required by law) at or about the amount in effect immediately prior to the disabling illness or injury.

### **9.2 Jury Duty Leave**

(a) A bargaining unit member shall be paid the difference between their regular salary and the jury fee while performing jury service, provided that:

(i) if the absence would create a hardship for the Library because of special circumstances, the bargaining unit member cooperates with the supervisor in presenting a request to be excused from jury service or to have service postponed;

(ii) notification of call to jury service is promptly referred to the bargaining unit member's supervisor; and

(iii) the bargaining unit member reports for work in the bargaining unit member's regular assignment when not required to be in attendance at the courthouse.

### **9.3 Bereavement Leave**

(a) Following a death in the immediate family defined as parent, spouse or domestic partner, child, grandchild, sibling, step parent, step child, father in-law, mother in-law, and grandparents or other relative currently domiciled in the employee's household, a bargaining unit member will be given leave of up to five (5) consecutive calendar days, commencing on the date designated by the bargaining unit member, but in no event later than seven (7) days from the date of death, and will be paid a day's pay for each day on which the bargaining unit member was regularly scheduled to work during such leave.

(b) A single day of leave for purpose of attendance at the funeral or service will be granted in the case of death of other close relatives defined as aunts, uncles, nieces, nephews, cousins, brother in law or sister in law.

### **9.4 Sick Leave**

(a) Full-time bargaining unit members employed prior to February 12, 2016 are eligible to earn up to fifteen (15) days of paid sick leave per calendar year. Subject to the provisions of sub-section (c) below, sick leave is earned on the basis of 1-1/4 days per full

month worked. Part-time bargaining unit members' sick leave entitlement is prorated according to their regularly scheduled hours per week. Regular part-time bargaining unit members are eligible to earn up to six (6) days of paid sick leave annually according to the following schedule:

| <u>Years of Employment</u> | <u>Paid Sick Leave</u> |
|----------------------------|------------------------|
| 1-5 years                  | 3 days per year        |
| More than 5 years          | 6 days per year        |

(b) Unused sick leave may be accumulated to a maximum of one hundred and sixty-five (165) days.

(c) Sick leave is earned during paid leaves of absence and during the time that a bargaining unit member is on vacation or paid sick leave. Sick leave is not earned during an unpaid leave of absence.

(d) Paid sick leave is available to bargaining unit members when (i) the bargaining unit member is unable to work as a result of non-occupational illness or injury, or (ii) the bargaining unit member is required to undergo medical, optical or dental treatment for the care of disease or the preservation of health, and such treatment cannot be obtained during off-duty hours.

(e) Disability arising out of pregnancy shall be treated as a temporary disability.

(f) Bargaining unit members whose disability can be anticipated shall, as soon as possible, notify the Library in writing of the anticipated date when disability will commence and the anticipated duration of such disability.

(g) The Library may require a bargaining unit member to verify any extended illness or other disability by a letter or certificate from a physician. In the event of frequent or habitual use of sick leave, the Library may require a bargaining unit member to present a certificate from a physician and, at the Library's discretion and expense, to submit to an examination conducted by a qualified physician designated by the Library.

(h) A maximum of three (3) days of sick leave may be used annually for personal reasons with the prior knowledge of the Library. Such personal leave is granted in order that bargaining unit members may attend to personal business that cannot reasonably be handled outside of working hours. In the case of regular part-time bargaining unit members, one day of sick leave may be used as personal leave each year under the terms of this subsection.

(i) In the case of regular part-time bargaining unit members, a day consists of the number of hours the part-time bargaining unit member was regularly scheduled to work on the day he/she was absent due to sick leave or personal leave.

Notwithstanding the above, full-time bargaining unit members hired on or after February 12, 2016 shall be eligible to earn paid sick leave up to twelve (12) days per



calendar year retroactive to the date of hire. Such bargaining unit members shall, subject to sub-section (c) above, be eligible to earn 1/12<sup>th</sup> of their annual entitlement for each month worked during the calendar year.

#### 9.5 Child-Rearing Leave

(a) Bargaining unit members who have completed their probationary period may apply for an unpaid leave of absence for purposes of child rearing. Bargaining unit members must submit such application, in writing, to the Library at least four (4) weeks prior to the date when it is anticipated that disability associated with pregnancy shall terminate.

(b) The duration of child-rearing leave shall be mutually determined by the Library and the bargaining unit member, but shall not exceed a period of one (1) year beyond the birth of the child for whom leave is taken. The bargaining unit member shall be responsible for one hundred percent of insurance premiums while on approved child rearing leave for any period not covered by the Family and Medical Leave Act.

(c) Unused vacation time shall be used before the leave of absence commences.

#### 9.6 Professional Development

When it is evident to the Library that attendance at outside professional meetings is in the interest of the Library, the Library may grant leave, without loss of pay, to bargaining unit members for the purpose of such attendance, under the following conditions:

(a) Optional meetings - when the bargaining unit member applies for such leave, in writing, to the Library, in which event the Chief Executive Officer may condition the granting of leave upon non-reimbursement of all or a portion of the expenses incurred by the bargaining unit member. The Chief Executive Officer or designee will endeavor to provide that any funds available for such reimbursement will be allocated equitably throughout the fiscal year, recognizing that such meetings do not necessarily occur at equal intervals throughout the year.

(b) Required meetings - when the meeting is relevant to the performance of the bargaining unit member's job and the Library requests the bargaining unit member to take such leave, in which event the Library shall provide transportation and/or shall reimburse the bargaining unit member for transportation costs approved in advance. In the case when an bargaining unit member uses a personal automobile, reimbursement shall be at the IRS approved rate, plus documented parking fees and tolls.

(c) Reimbursement for meetings described in Sections 9.6(a) and 9.6(b) herein shall be paid not later than fourteen (14) calendar days following the submission of documentation necessary to process an application for reimbursement. In order to be eligible for reimbursement, reimbursement applications must be submitted no later than the 30 calendar days after the date that such expenses were incurred.

## 9.7 Witness Leave

(a) Paid leave will be granted to bargaining unit members, upon written request, when they have been subpoenaed as a witness in a judicial proceeding.

(b) Such leave is subject to the following conditions: (i) the bargaining unit member's presence as a witness must be required during working hours, (ii) the bargaining unit member must report for work, during the bargaining unit member's regularly scheduled hours immediately upon release from witness duty, if possible, and (iii) such leave is not available if the bargaining unit member is called as witness to testify against the Library.

## 9.8 Leaves Without Pay

(a) Requests from bargaining unit members who have completed their probationary period for a leave of absence without pay, not to exceed a period of one (1) year, may be granted by the Library for medical, family or personal reasons.

(b) Requests for such leave must be made, in writing, to the bargaining unit member's supervisor.

(c) Unused vacation time shall be used before the leave of absence commences.

9.9 A bargaining unit member who returns to work immediately upon the expiration of a leave of absence shall be reinstated in the bargaining unit member's former job or in an equivalent position for which the bargaining unit member is qualified, if such position is available. The parties specifically recognize the right of the Library to increase the hours of bargaining unit members or to use substitute employees in order to maintain the availability of positions to which bargaining unit members on leave of absence have the right to return. The bargaining unit member shall be responsible for one hundred percent of insurance premiums while on unpaid leave for any period not covered by the Family and Medical Leave Act.

9.10 Seniority shall accumulate during a paid leave of absence. Seniority shall be retained, but shall not accumulate during an unpaid leave of absence.

9.11 Pension credit shall be earned during a paid leave of absence not to exceed twelve (12) months, but shall not be earned during an unpaid leave of absence.

9.12 Family Medical Leave shall be provided consistent with applicable state and federal law and Library policy.

## **ARTICLE 10 - SENIORITY**

10.1 For purposes of this Agreement, there shall be three (3) kinds of seniority, which are defined as follows:

(a) Library seniority shall be defined as the bargaining unit member's unbroken length of service with the Library in a salaried position and shall be used, together with ability and qualifications, to determine who shall be laid off, subject to the provisions of Article 11.

(b) Department seniority shall be defined as the bargaining unit member's length of service within a department of the Library and shall be used for determining vacation preference.

(c) Classification seniority shall be defined as a bargaining unit member's length of continuous service in the classification to which the bargaining unit member is currently assigned on a permanent basis.

10.2 New bargaining unit members shall be in a probationary status for a period of six (6) months. Upon the request of the Library and upon notification of the Union, the probationary period may be extended up to an additional three (3) months. The Union President shall be notified of any extension and the reasons therefore. Probationary bargaining unit members may be terminated by the Library, and such termination shall not be subject to the grievance procedure herein. Upon successful completion of the probationary period, a bargaining unit member's Library seniority shall begin with their original date of employment and the bargaining unit member's department and classification seniority shall begin on the date of their assignment to the department and classification occupied when the probationary period expires. The Library will provide to each bargaining unit member and to each newly hired bargaining unit member a copy of this Agreement.

10.3 Bargaining unit members' length of service shall be broken and their seniority shall be lost as a result of the following:

- (a) voluntary quit;
- (b) discharge for just cause;
- (c) failure to report to work upon expiration of approved leave of absence, unless the bargaining unit member is prevented from reporting by sickness or injury as confirmed by a physician's note, or other similar condition beyond the employee's control;
- (d) failure to report to work without notification for five (5) consecutive working days;
- (e) failure to report to work, when recalled from layoff, within ten (10) working days after a written recall notice is presented at the bargaining unit member's home of record; or
- (f) layoff for a period of one (1) year.

10.4 A bargaining unit member who transfers from a position covered by this Agreement to a non-bargaining unit position shall retain seniority, if the bargaining unit member returns to the bargaining unit within a one (1) year period.

10.5 The Library agrees to provide the Union with a seniority list once annually, during the month of January. The list will show each bargaining unit member's classification, date of hire, weekly hours and rate of pay. Quarterly, thereafter, the Library will notify the Union, in writing, of any new hires, transfers, promotions or terminations.

## **ARTICLE 11 - LAYOFF AND RECALL**

11.1 When the Library determines that layoffs are necessary, it shall designate the department and the classification in which the layoffs will occur. Bargaining unit members with the least classification seniority within that classification and department shall be subject to layoff first.

11.2 A bargaining unit member subject to layoff pursuant to Section 11.1 has the option of:

(a) exercising the bargaining unit member's Library seniority by replacing a bargaining unit member with less Library seniority in any classification and department in which the bargaining unit member was formerly employed, or

(b) exercising the bargaining unit member's classification seniority by replacing the bargaining unit member who has the least classification seniority in the same classification anywhere in the Library, provided that, the bargaining unit member is qualified and able to perform the work of the bargaining unit member who is to be replaced. In the event that neither option (a) nor option (b) is available to the affected bargaining unit member at the time a layoff is scheduled to occur:

(c) such bargaining unit member may exercise the bargaining unit member's Library seniority by replacing a probationary bargaining unit member in the next lower classification, provided that, the bargaining unit member is qualified and able to perform the work of the bargaining unit member who is to be replaced, or if there is no such probationary bargaining unit member,

(d) such bargaining unit member may exercise the bargaining unit member's Library seniority in the next lower classification, provided that, the bargaining unit member is qualified and able to perform the work of the bargaining unit member who is to be replaced.

11.3 Laid off bargaining unit members shall be placed on a recall list for twelve (12) months and shall be recalled to their former positions in the reverse order of layoff.

## **ARTICLE 12 - PROMOTIONS AND TRANSFERS**

12.1 When the Library decides to fill a position caused by resignation, retirement or other reasons, it will announce said position, by posting the job title, the rate of pay and the description of the job to be filled on departmental bulletin boards, where they exist, and on the official bulletin board, for a period of ten (10) working days. The Library will deliver the same information via e-mail to each current bargaining unit member's Library e-mail address on the same day it is posted on the bulletin boards

12.2 When a position is to be posted, any bargaining unit member, including any laid off bargaining unit member who retains recall rights, may apply, in writing, during the posting period described in 12.1 above, to be transferred to such position. The Library will forward to laid off bargaining unit members who retain recall rights, at the time the position is posted, a description of the job, and the rate of pay via e-mail and certified USPS mail. It shall be the laid off bargaining unit member's responsibility to ensure the Library has an up-to-date email and mailing address at which they can be reached on file.

12.3 The Library will consider the qualifications of bargaining unit members who apply, in writing, during the posting period, on the basis of their education, training, performance and ability to do the job. Laid off bargaining unit members who are qualified and meet the necessary job requirements shall be offered the position prior to bargaining unit members who are not on layoff and said offer will be made by Library seniority.

12.4 If there are no qualified laid off bargaining unit members, the Library will consider the remaining applicants on the basis of their education, training, performance record and ability to perform the duties of the job. If two (2) or more applicants are equally qualified, the position shall be awarded to the applicant with the greatest Library seniority. If no applicant possesses the requisite education, training, performance record and ability to perform the duties of the job, the Library may hire from the outside, or may transfer a bargaining unit member within the same classification employed in another department, in accordance with the provisions of Section 12.5 below.

12.5 Bargaining unit members who are interested in transfers shall notify Human Resources about the job title and department in which they are interested. Prior to the hiring from outside the Library, the Library will consider those bargaining unit members who have filed transfer requests on the basis of their education, training, performance record and ability to perform the duties of the job.

12.6 If a bargaining unit member is transferred through the application of Sections 12.3 to 12.5, and the Library decides to fill the vacancy created by such transfer, such vacancy may be filled by posting in accordance with this Article.

12.7 A successful applicant for transfer shall be probationary in the new position for a period of ninety (90) days. A bargaining unit member who was transferred to the new position from a laid off status shall have the right to transfer to an opening in their former position, during the probationary period, on the basis of classification seniority.

12.8 Upon successful completion of the probationary period, the new position shall become the bargaining unit member's permanent classification and the bargaining unit member's classification seniority shall be calculated from the date of initial transfer into the position. A bargaining unit member who fails to successfully complete the probationary period shall be transferred back to the bargaining unit member's former position.

12.9 A bargaining unit member transferred or promoted under this Article shall have the bargaining unit member's salary set as follows:

(a) in the case of transfer or promotion to a higher salary range level, the bargaining unit member shall be paid at the lowest step that will result in a salary increase;

(b) in the case of transfer to a lower salary range level, the bargaining unit member shall be paid at the step that will result in the smallest reduction in salary;

(c) in the case of transfer or promotion to a classification within the same salary range level, no change; and

(d) in the case of a transfer or promotion under the provisions of sub-section (a) above, if the increase in salary is less than five percent (5%), the bargaining unit member shall retain their existing anniversary date, and if the increase in salary is five percent (5%) or more, the employee shall take as the bargaining unit member's new anniversary date the date of such transfer.

12.10 The Library shall have the right to temporarily transfer bargaining unit members without regard to the provisions of this Article for a period not to exceed sixty (60) calendar days. No bargaining unit member will suffer a decrease in pay, however, as a result of this provision.

### **ARTICLE 13 - DISCIPLINE AND DISCHARGE**

13.1 Disciplinary action, including discharge, shall only be for just cause.

13.2 The Library shall advise the President of the Bargaining Unit, in writing, of any discipline over e-mail within one (1) working day of its occurrence, specifying the reasons for such discipline.

13.3 A bargaining unit member shall have the right to grieve disciplinary action, including discharge, under the provisions of Article 14. Such grievance must be filed by the bargaining unit member or the Union, in writing, with the supervisor to whom the supervisor that administered the disciplinary action reports, within fifteen (15) calendar days after it was imposed.

### **ARTICLE 14 - GRIEVANCES**

#### **14.1 Definition**

Grievance, as used in this Agreement, is defined as any dispute or disagreement between one or more bargaining unit members and the Library, or between the Union and the Library, as to the interpretation, application or alleged breach of the specific provisions of this Agreement.

#### **14.2 Procedure**

Step 1 The aggrieved bargaining unit member shall discuss the grievance with the immediate supervisor who will use the supervisor's best efforts to settle the dispute and shall give an answer within five (5) working days following the discussion.

Step 2 If the grievant is still not satisfied, the grievant or the Union may appeal to the Director of Human Resources by noting and dating a desire to appeal on the answer given by the supervisor in Step 2 and delivering it to the Director within five (5) working days of the receipt of the supervisor's answer in Step 2. The Director of Human Resources shall, within five (5) working days after receipt of the appeal, conduct a grievance hearing. A copy of the written grievance and the answer in the prior step shall be made available to the Union prior to the hearing. The Director of Human Resources shall render a decision, in writing, within five (5) working days after conclusion of the hearing. A copy of the Director of Human Resource's decision shall be sent to the Union President.

Step 3 If the grievant or the Union is not satisfied by the answer of the Director of Human Resources, the grievant or the Union may appeal to the Chief Executive Officer of the Library by noting and dating an appeal, in writing, to the Chief Executive Officer within seven (7) days after receipt of the answer of the Director of Human Resources in Step 3. The Chief Executive Officer shall conduct a grievance hearing within fourteen (14) days after receipt of the appeal. The Chief Executive Officer shall render a decision within seven (7) days from the conclusion of the hearing. A copy of the decision shall be sent to the Union President.

Step 4 If the grievant or the Union is still not satisfied by the answer of the Chief Executive Officer, the grievant or the Union may appeal to the Board of Trustees by noting and dating an appeal, in writing, to the Chief Executive Officer within seven (7) days after receipt of the answer of the Chief Executive Officer in Step 3. The Board of Trustees shall conduct a grievance hearing within fourteen (14) days after receipt of the appeal. This hearing may be by the full Board of Trustees or by a committee designated by it. The grievant and the Director of Human Resources may present at the hearing such witnesses as they deem necessary for a full presentation of the issue involved. The Board shall render a decision within seven (7) days from the conclusion of the hearing. A copy of the decision shall be sent to the Union President.

Step 5 If the Union is still not satisfied by the decision of the Board of Trustees the Union may process such grievance to final and binding arbitration under the Rules of Labor Arbitration of the American Dispute Resolution Center by filing a demand for arbitration with the ADR's New Britain office within fourteen (14) days of its receipt of the Board of Trustees' decision at Step 4. A copy of the demand will be served on the Library. The arbitrator shall hear only one grievance at a time. The parties will share the expenses of the arbitrator and the hearing room. When a grievance remains unsettled at Step 4 of the Grievance Procedure, either party may request mediation of the grievance with a mediator appointed by the State Board of Mediation and Arbitration. The arbitrator shall have no authority to add to, subtract from, alter or modify this Agreement in anyway and must comply with the terms of this Agreement in every respect.

14.3 Any aggrieved bargaining unit member may be represented by the Union or may represent themselves at any step of the grievance procedure above Step 1. Where the aggrieved bargaining unit member elects to represent themselves at Step 1 of the grievance procedure, the Union President will be given notice of the resolution of the grievance. If by law or by this contract, a bargaining unit member is entitled to be accompanied by another person at any step of this grievance procedure, they may not be accompanied by a non-employee of the Library unless such person is acting in the capacity of a representative of the Union.

14.4 The time limits above set forth with respect to processing a grievance through the grievance procedure shall be strictly followed. Any grievance not presented within fifteen (15) days after the grievant knew or should have known of the circumstances which gave rise to the grievance (but in any event no later than thirty (30) days of the occurrence of the circumstances which are the subject of the grievance) shall be deemed to have been waived. Any grievance which is not processed through the various steps above set forth in accordance with the foregoing limitations of time shall be deemed to have been satisfactorily settled in the preceding step.

14.5 The grievant (or the Union) and the Director of Human Resources may, by written stipulation, extend the time to appeal and the time to answer in any of the steps of the grievance procedure.

14.6 Subject to the provisions of this Article regarding participation in the various steps of the grievance procedure, if any meetings under the grievance procedure are held during working hours, the grievant(s) and the designated Union representative shall be permitted to attend without loss of pay.

14.7 When a specific provision of this Agreement is claimed to have been violated, in a manner which violates the rights of two or more bargaining unit members, the Union may file the grievance and may file the grievance initially at Step 2.

#### **ARTICLE 15 - CONTINUITY OF LIBRARY SERVICES**

15.1 The Union agrees that neither it nor any of the bargaining unit members covered by this Agreement will collectively, concertedly or individually participate in or assist any slowdown, strike or any other form of work interruption during the term of this Agreement. If any slowdown, strike or any other form of work interruption should occur, the Union agrees that it will take immediate and affirmative action in an effort to terminate any such activity. The Library shall not lock out bargaining unit members during the term of this Agreement.

#### **ARTICLE 16 - COMPLETE AGREEMENT**

16.1 This Agreement constitutes the entire contract between the Library and the Union, and settles all demands and issues with respect to all matter subject to collective bargaining. Changes or amendments to the terms of this Agreement may be made if mutually agreed to by the Library and the Union, reduced to writing, and executed in the same manner as this Agreement.

#### **ARTICLE 17 - SEPARABILITY**

17.1 Should any part or provision of this Agreement be rendered invalid because of any existing or subsequently enacted legislation, by decree of a court of competent jurisdiction, or because of any executive order or regulation promulgated thereunder, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions and they shall remain in full force and effect, in which event the parties will meet to negotiate regarding the part or portions that was invalidated.

#### **ARTICLE 18 - SALARIES**

18.1 Bargaining unit salary schedules effective during the term of this agreement (November 1, 2022 - June 30, 2025) are set forth in Appendix A. The hourly rate of each bargaining unit member, as defined in Sections 1.1 and 1.2 above, shall be increased as follows: Effective and retroactive to November 1, 2022, 2.25 percent; effective July 1, 2023, 2.35 percent; effective July 1, 2024, 2.35 percent. Effective and retroactive to November 1, 2022, a new top step shall be added to all salary schedules in Appendix A by adding a top step which shall be 4% above the current top step rate and bargaining unit



members at the top step before this step is added shall advance to the new top step on the bargaining unit member's anniversary date.

18.2 The parties agree that the Library may hire a bargaining unit member at any step.

18.3 Step increments, based on satisfactory performance, will be granted annually until the bargaining unit member reaches the top step of the bargaining unit member's salary range level. The Library may recognize superior or outstanding service by granting more than one step increment. The Library may withhold bargaining unit member's annual step increment in the case of unsatisfactory performance, subject to the bargaining unit member's right to grieve such action.

18.4 Membership in a Stamford-area credit union, state or federally chartered, is available to all bargaining unit members. The Library agrees to withhold credit union deposits from bargaining unit members' paychecks, subject to applicable state and federal law.

18.5 A bargaining unit member who has reached the top step of the bargaining unit member's salary range and who seeks to be considered for upgrading to a higher salary range covered by this Agreement may present a plan for advancement to their supervisor and to the Chief Executive Officer of the Library or designee. Such advancement plan shall include specific details for how the bargaining unit member proposes to obtain the knowledge, skills, qualifications, education and experience required of the higher rated position. The advancement plan will be discussed with the bargaining unit member and the Local Union President. If in the opinion of the Library the advancement plan appears to be feasible and the higher rated position in the best interests of the Library, the bargaining unit member will be encouraged to proceed. It is understood that the Library reserves the right to determine if the bargaining unit member has successfully fulfilled the advancement plan. It is further understood that advancement pursuant to this procedure will not be subject to posting of the position under Section 12.1 of this Agreement.

18.6 The Library has agreed to sponsor the Transit Chek program, under which bargaining unit members may pay for certain qualified commuting expenses on a pre-tax basis.

## **ARTICLE 19 - PARKING**

19.1 Subject to continuation of the Library's arrangement with the City Parking Authority, bargaining unit members who are regularly assigned to the Main Library may elect to participate in the parking program at the Broad Street Parking Garage. The current monthly cost of such parking is \$25.00, which is deducted from the bargaining unit member's pay. When and if the current arrangement with the Parking Authority is changed, the parties will discuss revisions to the existing conditions that might be necessary.

## **ARTICLE 20 - SAFETY, SECURITY AND HEALTH**

20.1 A Labor-Management meeting may be held each quarter, if requested by one of the parties, to discuss matters of policy, such as the Library's long-range planning process, and to keep an open line of communications regarding working conditions that directly affect

bargaining unit members, such as safety concerns, security, health, training, upcoming events and vacancies. Management may be represented at such meetings by up to three (3) administrators and/or supervisors. Labor may be represented by up to six (6) members of the bargaining unit, provided that, it is understood that such meetings will be scheduled so as to not interfere with the participants regular work assignments or with departmental staffing. Upon mutual agreement and with at least 48 hours' notice, the parties may agree to bring third party representatives to the quarterly Labor-Management meetings.

#### ARTICLE 21 - DURATION


21.1 This Agreement shall be effective on the 1st day of November, 2022, and shall remain in effect until the 30th day of June, 2025, and yearly thereafter, unless either party notifies the other party, in writing, of its desire to alter the Agreement, at least 120 days prior to the 30th day of June, 2025, or 120 days prior to any anniversary of that date.

21.2 If such notice is given, the parties agree that negotiations will commence not later than sixty (60) days prior to the date of the expiration of this Agreement.

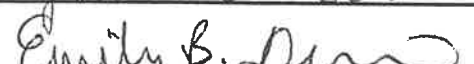
  
THE FERGUSON LIBRARY

Date: 1/4/2023

THE FERGUSON LIBRARY BARGAINING UNIT  
LOCAL 1303-317 OF CONNECTICUT  
COUNCIL #4 AFSCME, AFL-CIO

By: 

By: 

By: 

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: 1/4/2023

## APPENDIX A

### Bargaining Unit Salary Scale Effective November 1, 2022 2.25%

| Range<br>Level | Category   | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6  | Step 7  |
|----------------|--|--------|--------|--------|--------|--------|---------|---------|
| 1              | General Staff I  | 39,902 | 41,220 | 42,704 | 44,340 | 46,145 | 47,992  | 49,912  |
| 2              | General Staff II   | 44,950 | 46,615 | 48,432 | 50,427 | 52,616 | 54,719  | 56,908  |
| 3              | General Staff III<br>Library Assistant I<br>Library Technical<br>Assistant I         | 51,113 | 53,106 | 55,249 | 57,571 | 60,073 | 62,476  | 64,975  |
| 4              | General Staff IV<br>Library Assistant II<br>Library Technical<br>Assistant II        | 58,229 | 60,714 | 63,359 | 66,033 | 69,188 | 71,593  | 74,457  |
| 5              | General Staff V<br>Librarian I<br>Library Technical<br>Assistant III<br>Specialist I | 67,223 | 70,030 | 73,017 | 76,174 | 79,339 | 82,512  | 85,812  |
| 6              | Librarian II   | 73,416 | 76,732 | 80,226 | 83,887 | 87,737 | 91,242  | 94,892  |
| 7              | Librarian III  | 78,721 | 82,828 | 87,111 | 91,579 | 96,209 | 100,848 | 104,882 |

**Bargaining Unit Salary Scale**  
**Effective July 1, 2023**  
**2.35%**

| Range<br>Level | Category  | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6  | Step 7  |
|----------------|---|--------|--------|--------|--------|--------|---------|---------|
| 1              | General Staff I   | 40,840 | 42,189 | 43,708 | 45,382 | 47,229 | 49,120  | 51,085  |
| 2              | General Staff II  | 46,006 | 47,710 | 49,570 | 51,612 | 53,852 | 56,005  | 58,245  |
| 3              | General Staff III<br>Library Assistant I<br>Library Technical Assistant I         | 52,314 | 54,354 | 56,547 | 58,924 | 61,485 | 63,944  | 66,502  |
| 4              | General Staff IV<br>Library Assistant II<br>Library Technical Assistant II        | 59,597 | 62,141 | 64,848 | 67,585 | 70,814 | 73,275  | 76,206  |
| 5              | General Staff V<br>Librarian I<br>Library Technical Assistant III<br>Specialist I | 68,803 | 71,676 | 74,733 | 77,964 | 81,203 | 84,451  | 87,829  |
| 6              | Librarian II  | 75,141 | 78,535 | 82,111 | 85,858 | 89,799 | 93,386  | 97,122  |
| 7              | Librarian III   | 80,571 | 84,774 | 89,158 | 93,731 | 98,470 | 103,218 | 107,347 |

Bargaining Unit Salary Scale  
Effective July 1, 2024  
2.35%

| Range<br>Level | Category   | Step 1 | Step 2 | Step 3 | Step 4 | Step 5  | Step 6  | Step 7  |
|----------------|--|--------|--------|--------|--------|---------|---------|---------|
| 1              | General Staff I  | 41,800 | 43,180 | 44,735 | 46,448 | 48,339  | 50,274  | 52,285  |
| 2              | General Staff II   | 47,087 | 48,831 | 50,735 | 52,825 | 55,118  | 57,321  | 59,614  |
| 3              | General Staff III<br>Library Assistant I<br>Library Technical<br>Assistant I         | 53,543 | 55,631 | 57,876 | 60,309 | 62,930  | 65,447  | 68,065  |
| 4              | General Staff IV<br>Library Assistant II<br>Library Technical<br>Assistant II        | 60,998 | 63,601 | 66,372 | 69,173 | 72,478  | 74,997  | 77,997  |
| 5              | General Staff V<br>Librarian I<br>Library Technical<br>Assistant III<br>Specialist I | 70,420 | 73,360 | 76,489 | 79,796 | 83,111  | 86,436  | 89,893  |
| 6              | Librarian II   | 76,907 | 80,381 | 84,041 | 87,876 | 91,909  | 95,581  | 99,404  |
| 7              | Librarian III  | 82,464 | 86,766 | 91,253 | 95,934 | 100,784 | 105,644 | 109,870 |

The Library may post open positions for the Librarian III position in its sole discretion consistent with the provisions of Article 12.1 of the CBA. Bargaining unit members may also be considered for promotion or transfer consistent with the provisions of Article 12 of the CBA. Advancement to the Librarian III position would also be considered through Section 18.5 of the CBA and would only be available to individuals in Range 6/Step 6 Librarian II and at the sole discretion of the Library CEO. Filling the Librarian III position is generally anticipated for one of the following instances:

- a. Where the Library is in need of a bargaining unit member to manage connected programs and services, typically in conjunction with outside partners as identified by the Library. The bargaining unit member will agree - as a prerequisite for the advancement - to take added training programs as scheduled by the Library to prepare for this assignment as determined by the CEO., including but not limited to: Harwood; interpersonal and presentation skills; Project Outcome training; program specific skills (USCIS), and/or other training programs identified by the CEO.
- b. Where the Library has determined that a lead employee is necessary for a Department to run efficiently. Assigned staff would not supervise other Department staff, but would schedule and coordinate the work of the Department; perform operational tasks (such as approving time sheets, ordering supplies); in the case of a branch, coordinate maintenance/repair services; manage the program schedule and coordinate related tasks (plan audio/visual needs, order supplies); interact with other supervisors, administrators and security in the absence of the Department supervisor.