

AGREEMENT BETWEEN

TOWN OF ROCKY HILL

AND

LIBRARY EMPLOYEES

UE LOCAL 222

CILU/CIPU #39

JULY 1, 2013 - JUNE 30, 2016

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

AGREEMENT

This Agreement is entered into effective July 1, 2013 by and between the Town of Rocky Hill (hereinafter called the "Employer" or the Town") and UE Local 222, CILU/CIPU and its sublocal CILU #39, affiliated with the United Electrical, Radio and Machine Workers of America (UE), (hereinafter called the "Union").

**ARTICLE I
RECOGNITION**

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

**ARTICLE II
UNION SECURITY**

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

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

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

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

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

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

ARTICLE III **GRIEVANCE PROCEDURE**

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

Section 3.1 Time Limits

1. The purpose of this procedure is to resolve grievances at the lowest possible administrative level. The time limits specified therefore shall be considered a maximum. However, the parties may extend these time limits by mutual agreement in writing.

2. All grievances in order to be valid must be discussed at Step 1 and reduced to writing and presented formally at Step 2 within ten (10) working days of the date the employee knew or by due diligence should have known of the act or omission which gives to the grievance.

Section 3.2 Procedure

Grievances shall be resolved in accordance with the following procedure:

A. Step One

The aggrieved employee, with Union representation if requested by the employee, shall first discuss the problem with the Library Director. If the matter is not satisfactorily adjusted within two (2) working days, the employee shall submit the grievance in writing within ten (10) working days of the date the employee knew or by due diligence should have known of the act or omission giving rise to the grievance. The written grievance shall specify the facts giving rise to the grievance, and the contract provisions (s) alleged to have been violated. The immediate supervisor shall respond in writing within five (5) working days of receipt of the written grievance.

B. Step Two

If the grievant is not satisfied with the response at Step One, within five (5) working days of receipt of the response at Step One, the employee shall file a written appeal to the Town Manager. The Town Manager shall meet with the grievant and, if the employee desires, the Union representative and shall give a written response to the grievant within ten (10) working days of such meeting.

C. Step Three

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

Section 3.3 Mediation

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

Section 3.4 Recording of Minutes or Testimony

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

Section 3.5

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

Section 3.6

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

Section 3.7

Nothing contained herein shall prevent any employee from presenting his/her own grievance at Step One and Step Two or to have Union representation at any step. The Union, however, must receive a copy of the grievance and any decisions and may be present and state its views at any step of the Grievance

Procedure. Any adjustment of a grievance filed by an employee without representation shall not be inconsistent with the terms of this Agreement.

Section 3.8

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

ARTICLE IV
MANAGEMENT RIGHTS

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

- A. To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Town.
- B. To issue and enforce reasonable work rules, regulations, personnel policy manuals and/or personnel procedures and policies, in accordance with the requirements of the Town, to enforce them, and from time to time, in its discretion, to change or abolish them, provided that such policies, rules and regulations are made known in a reasonable manner to the employees affected by them, and provided that any changes or abolition of policies or promulgation of new policies that are in violation of specified provisions of this agreement may be subject to the grievance and arbitration procedure of this Agreement.
- C. To discontinue processes or operations or to discontinue their performance by employees.
- D. To select and to determine the number and types of employees required to performing the Town's operations.
- E. To employ, transfer, promote or demote employees or layoff employees for lack of work when it shall be in the best interests of the Town or the Department.
- F. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town and to add to, delete from, amend or change such rules and regulations as the Town may in its judgment see fit from time to time, provided such rules and regulations and changes therein are made known in a reasonable manner to the employees affected by them.
- G. To insure that incidental duties connected with departmental operations whether enumerated in job description or not, shall be performed by employees.

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

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

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

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

ARTICLE V PRESERVATION OF RIGHTS

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

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

ARTICLE VI COMPENSATION

Section 6.0

A. Gross Wage Increases (GWI) for each position shall be as follows:

- | | |
|----------|-----------------------------|
| 1. 2.85% | Retroactive to July 1, 2013 |
| 2. 2.90% | July 1, 2014 |
| 3. 3.10% | July 1, 2015 |

The hourly wage rates for each position shall be listed in Appendix A. The Town may set lower hourly wage rate for a new employee, but such rate shall be at least seventy-five percent (75%) of the full job rate as listed in Appendix A the Town shall notify the Union of the new employee's hourly rate at time of hire.

Section 6.1 Employees shall be paid in accordance with rates of pay set forth in Appendix A, except that any member advanced or promoted to a higher paying bargaining unit position shall be advanced to the next available higher paying compensation level in the new classification provided that such level is at least 10% higher than the former compensation.

Section 6.2 For employees hired prior to July 1, 2013, each full-time employee shall receive annual longevity payments in accordance with the following schedule on his/her anniversary date in a lump sum.

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

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

ARTICLE VII HOURS OF WORK

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

A. The regular work week for full-time employees shall be forty (40) hours per week. Actual weekly work schedules shall continue pursuant to past practice. Individual schedules may be flexed by mutual agreement between the Department Head and the employee.

B. Employees hired before October 1, 1995 may request approval of the Library Director to reduce their regular work schedule to 35 or 37.5 hours per week, at reduced annual compensation. The Director's decision on such requests shall be final and shall not be subject to arbitration under this Agreement.

Section 7.1

All employees shall receive pay at the rate of one and one-half (1-1/2) times their regular hourly rate for all hours worked in excess of forty (40) hours in any one week. All employees shall be required to work reasonable amounts of overtime depending upon the needs of the Library. Full-time employees will not be ordered to work on their day off except in an emergency or when no other qualified workers can be assigned.

ARTICLE VIII SENIORITY

Section 8.0 Except as provided for in Sections 8.2 and 8.3, seniority shall commence upon the date that the employee begins work as an employee of the Library. Employees shall have seniority dates based upon their initial date of hire as Town of Rocky Hill as listed in Appendix B. The employee's earned seniority shall not be lost because of absence due to approved leave such as family leave, medical leave, bereavement leave, jury duty, personal leave, or other

authorized leave, or while layoff status eligible for recall. Seniority and seniority rights will not be accrued during unpaid leave of absence or layoff up to 24 months, but such rights will not be lost by the employee because of such leave.

Section 8.1 An employee shall lose his/her seniority if he/she (a) quits, resigns retires, or is discharged; (b) is absent from work for five (5) consecutive scheduled days without notifying the Department Head or without satisfactory excuse; (c) exceeds an approved leave of absence without satisfactory explanation; or (d) fails to return from a lay off within ten (10) working days after notice by certified mail to return or (e) is laid off and not recalled within twenty-four (24) months from the effective date of layoff.

Section 8.2 New employees in the Library shall be considered probationary during their first 180 days of employment. During such probationary period, the employee shall not attain seniority rights under this Agreement, and such probationary employee will be subject to discharge for any lawful reason by the Town without access to the grievance procedure. At the successful completion of the probationary period, seniority shall be retroactive to the commencement of employment.

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

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

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

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

Section 8.6 Employees who are laid off shall notify the Director in writing at the time of layoff that he/she requests placement on a recall list. For a period of twenty-four (24) months, those employees shall have the right to be recalled in the reverse order of the layoff if a position should become vacant for which the employee is qualified.

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

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

ARTICLE IX VACATION LEAVE

Section 9.0 Annual leave for Library staff shall be fifteen (15) days paid leave for one (1) year and up to five (5) years of service and earned at a rate of 1-1/4 days per month, Upon completion of five (5) years of service and annually thereafter, annual leave for these employees shall be twenty (20) working days per year earned at the rate of 1-2/3 days per month (up to a maximum of twenty (20) days per year). No vacation shall be taken or earned until the completion of six (6) months of initial service.

Section 9.1 The vacation periods shall be set, where possible, by mutual agreement between the department head and the employees, except that seniority shall govern preference. Vacation requests for full week vacations shall be made to the Director at least two weeks in advance. Requests for less than one week shall normally be made at least two working days in advance. Requests for vacations in excess of two weeks must be made in writing to the Town Manager and copied to the Director at least six weeks in advance to allow for proper scheduling.

Section 9.2 In cases of voluntary resignation in good standing, retirement, or death, pro-rata accumulated and unused vacation leave will be paid to the former employee or his/her estate in an amount equal to the unused accumulated vacation leave the employee was eligible to utilize as of the last day of work.

A. Employees leaving the employ of the employer shall reimburse the employer for any excess leave taken prior to termination via payroll deduction or cash reimbursement.

Section 9.3 In the event of an employee's death after six months of service, his/her pro-rata unused accumulated vacation pay shall be paid to his estate.

Section 9.4 An employee may carry over maximum of five (5) vacation days from one calendar year to the next, so that no employee shall be eligible to use more than five (5) vacation days in addition to his/her maximum annual allotment at any one time. Any such vacation carried over must be used by the end of the following calendar year or forfeited.

Section 9.5 Vacation time may be used by employees in addition to, or in lieu of sick leave, with the prior approval of the Department Head

Section 9.6 An employee will not be charged with use of vacation if a designated holiday for which the employee is eligible occurs during his/her vacation.

Section 9.7 An employee who becomes ill while on vacation leave may not charge such illness to sick leave unless the illness exceeds three (3) vacation days and the employee files a physicians certificate describing the nature and/or duration of the illness with his/her Department Head.

Section 9.8 Regular part-time employees shall receive vacation benefits on a pro-rata basis using a full time employee as the standard from which the employee's pro-rata basis is calculated.

ARTICLE X HOLIDAYS

Section 10.0 Holidays shall be granted with pay as follows:

New Years Day	Labor Day
Martin Luther King Day	Thanksgiving Day
Good Friday	Friday following Thanksgiving
Memorial Day	Christmas Day
Independence Day	Employee's Birthday (Effective 7/1/2010)

Four other days, which shall be designated by the Town Manager at the beginning of each year as a combination of the following:

- a. As half days before Christmas Day and New Year's Day;
- b. As part of a four day weekend, should a listed holiday come on a Tuesday or Thursday;
- c. Or as Lincoln's Birthday, Washington Birthday, Columbus Day or Veteran's Day

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

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

Section 10.3 When a holiday occurs during regular vacation or regular day off, the employee shall be credited the holiday in an addition to his/her vacation, or regular day off. Such replacement day off shall be taken within ninety (90) days.

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

ARTICLE XI
LEAVES

Section 11.0 Sick Leave

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

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

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

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

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

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

Section 11.2 Personal leave

A. Each employee shall receive up to (5) days of personal leave per calendar year for personal business which cannot be conducted outside normal working hours. Effective 7/1/2011

each employee shall receive up to six (6) days of personal leave per calendar year for personal business which cannot be conducted outside normal working hours.

B. Emergencies excepted personal leave must be requested at least twenty-four (24) hours in advance. Permission for such leave shall not be unreasonably withheld.

C. Personal leave may not be accumulated from year to year

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

Section 11.3 Bereavement Leave

Full-time and regular part-time (pro-rated) employees shall be granted a leave of absence with pay for up to three (3) days for the purpose of attending the funeral of a member of their immediate family or for the purpose of attending to other family obligations in conjunction with funeral involving a member of the immediate family, provided such leave is approved in advance, in writing, by the Supervisor and Personnel Director. Immediate family shall be defined to be: father, mother, sister, brother, husband, wife, child, grandchild, aunt, uncle, cousin or nephew, niece and other relatives who are actual members of the household. Employees shall also be granted one (1) day leave of absence with pay for the purpose of attending the funeral or attending to other family obligations in conjunction with the funeral of a grandparent, mother-in-law, father-in-law, sister-in-law, and brother-in-law. Up to two (2) additional days may be granted by Town Manager for extended travel arrangements or other good cause.

Section 11.4 Family and Medical Leave (formerly Maternity and Medical Leave)

A. Family and medical leave shall be granted pursuant to applicable State and Federal laws.

B. In the event of birth or adoption of a child, an employee, whether mother, father, or legal guardian, may apply for unpaid child-rearing leave. Such leave may be granted in the Town's discretion for a period not to exceed one year. An employee granted child-rearing leave must notify the employer in writing within forty-five (45) days prior to the expiration of the child-rearing leave if/she intends to return to his/her job on the leave's conclusion. Medical insurance benefits shall be continued by the Town at no cost to the employee for a period up to six (6) months, thereafter, the employee may continue insurance benefits at his/her own expense.

Section 11.5 Jury Duty Leave

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

Section 11.6 Educational Leave

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

1. On-the job training in the immediate tasks of the job
2. Attendance at special short courses, conferences and meeting on matters of immediate concern to the current performance on the job, as approved by the Department Head
3. Reimbursement of not more than \$1000 per semester for a bachelors degree and \$1200 per semester for a masters degree in tuition and books paid upon the satisfactory completion of a previously approved course in a systemized educational program in an accredited college or university

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

Section 11.7 Injury Leave

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

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

SECTION XII **LEAVE WITHOUT PAY**

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

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

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

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

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

ARTICLE XIII UNION LEAVE

Section 13.0

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

ARTICLE XIV INSURANCE

Section 14.0

The Town shall provide insurance benefits to employees in the bargaining unit as in effect of the effective date of this contract as follows: The insurance benefits stated or summarized in this Agreement are descriptive only, and are not insurance policies. In the event of an error in description or any other question about insurance coverage, the terms of the actual insurance policies shall always prevail:

A. Group Life insurance:

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

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

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

B. Group Medical Insurance

The Town shall continue to provide coverage under a Non-Gatekeeper Preferred Provider Organization (PPO) in accordance with Appendix C.-PPO Schedule of Benefits.

<u>Preferred Provider</u>	<u>Out of Network Coverage</u>
Non-Gatekeeper	Deductible \$400/800/1200
\$15 Office Visit Co-pay	Co-insurance 70/30
\$15 Wellness Visit Co-pay	OOP \$2400/\$4800/\$7200
\$200 Outpatient Surgery	
\$250 Hospital Co-pay	Prescriptions
\$15 Walk-in Clinic Co-pay	Full Managed 3-tier \$5/\$10/\$20
\$15 Urgent Care Facility-Co-pay	Mail order 2x Co-pay

Effective July 1, 2013 employee premium share will be as follows: 11%-July 1, 2013, 12%-July 1, 2014, 13%- July 1, 2015. Any employee may elect to waive group medical insurance coverage and receive additional annual compensation in lieu of said coverage. The amount of annual compensation the employee shall receive shall be equal to 50% of the total premium cost of health insurance coverage waived. The calculation of the annual compensation due shall be based upon the premium rates in effect on July 1, 2013. The additional annual compensation shall be paid on a pro-rata basis each pay period and such pro-rata payments shall continue until such time as the employee terminates employment, or until his election to receive additional annual compensation is revoked in accordance with the procedure set forth below. Such additional annual compensation shall not be considered part of the employee's annual salary or wage.

Employees eligible for Medicare who continue to work shall be eligible for continued group medical coverage if entitled to group coverage under the contract, but Medicare eligible employees who retire and continue their eligibility for insurance coverage under Town post-

retirement insurance continuation procedures shall be required to transfer to Medicare as the primary insurance provider.

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

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

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

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

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

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

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

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

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

D. LONG TERM DISABILITY

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

Section 14.1 Insurance Waiver

An employee's election to select or waive group medical and dental coverage shall remain in effect for a minimum of two (2) years. Any employee eligible to make such election (other than an election made upon initial employment) shall make the election during the month of February by submitting the appropriate election form to the Accounting Office. Such election shall become effective on the next April 1st. For good cause, an employee may reenter the Town's group medical coverage in accordance with applicable insurance company procedures and requirements.

Section 14.2 The Town reserves the right to change insurance providers as long as the insurance is substantially the same.

Section 14.3 Regular part-time employees shall be entitled to group life insurance, group medical insurance and disability insurance as referenced herein. The employee shall pre-pay cost-sharing premiums per current practice.

Section 14.4 Section 125 Plan

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

ARTICLE XV
DISCIPLINE

Section 15.0 No employee shall be disciplined without just cause.

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

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

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

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

Section 15.1 Each employee shall have the right to see and review his or her personnel file upon request by appointment with the Town Manager or his/her designee. The Town shall provide copies of materials in the file upon request of the employee.

Section 15.2 Each employee will be given copies of any evaluation reports placed in the employee's personnel file. Employees may request that the Town correct, amend or delete incorrect or inaccurate material. Failing mutual agreement, the employee shall have the right to respond and it shall be made part of the file.

Section 15.3 The Town reserves the right to suspend or discharge an employee without a hearing, provided a hearing shall be given within twenty (20) working days.

ARTICLE XVI

GENERAL PROVISIONS

Section 16.0 During the term of this Agreement, the Town shall furnish the Union with an up-to-date list of employees. When a new employee is hired, the Town shall notify the Union and furnish the Union with the name, date of employment, classification and rate of pay of the new employee. When the employment of an employee terminates, the Town shall notify the Union and furnish the name and date of termination of the employee.

Section 16.1 The Town shall provide a copy of this Agreement to each employee presently employed and to each new employee upon employment.

Section 16.2 If an Article or Section of the Agreement is declared invalid by a court of competent jurisdiction, said invalidity shall not affect the balance of this Agreement.

Section 16.3 There shall be no alteration, variation, or amendment of the terms and conditions of this Agreement, unless made and agreed to in writing by both parties. Any agreement must be ratified by the Union membership and the Town Council.

Section 16.4 If there is any policy, rule or regulation of the Town or the Union which is in conflict with any provision of the Agreement, said Agreement provision shall prevail during the term of this Agreement.

Section 16.5 When an employee is required and authorized in advance by the Town to use his/her own motor vehicle to perform Town business, or attend conferences at the direction of the Department, he/she shall be reimbursed at the IRS rate.

Section 16.6 The Union's Business Representative shall be permitted to visit specific job sites where bargaining unit members are employed provided such visits are at normal business hours and do not interfere with or disrupt the operation of the employer. It is agreed that the Union Business Representative will report to the Department Head before talking to on-duty bargaining unit members.

Section 16.7 The Town shall provide bulletin board space for the use by the Union

Section 16.8 Any employee who is required by the Town to attend training or conferences shall be reimbursed for the reasonable and customary expenses associated with said training or conference conditioned upon available funds.

Section 16.9 When the Town Creates a new classification or extensively changes an existing job classification, the Town shall establish appropriate pay rates and duties for such new or changed classification. Any dispute that may arise as a result shall be resolved through the grievance procedure of this Agreement.

Section 16.10 Any charge or complaint made against any bargaining unit member by anyone shall be taken up with the employee within a reasonable time. The employee shall be entitled to a Union Representative and a copy of any written complaint regarding such matter.

Section 16.11 There will be no-sub contracting of work traditionally performed by bargaining unit members in excess of the levels in effect as of the date of the signing of this Agreement or, if work opportunities or overtime is lost to bargaining unit members as a result of subcontracting.

Section 16.12 In January of each year, employees shall be notified of their total accumulated sick leave, compensatory time, vacation and perfect attendance leave for the preceding calendar year.

ARTICLE XVII **RETIREMENT**

Section 17.0 The parties agree that all employees of the bargaining unit shall be covered under the Town's Retirement Plan as adopted and amended by ordinance dated August 18, 1975, including all changes and amendments subsequent to that date.

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

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

ARTICLE XVIII **HEALTH AND SAFETY**

Section 18.0 Health and Safety Committee

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

ARTICLE XIX
DURATION

This agreement shall be effective July 1, 2013 and remain in force and effect until June 30, 2016, provided, however, that if a successor Agreement has not been reached by June 30, 2013, only wage payments will be paid retroactive to July 1, 2013, and all other provisions of this agreement shall become effective upon signing.

TOWN OF ROCKY HILL

Barbara Gilbert
Town Manager

October 8, 2013
Date

UE LOCAL 222-CILU #39

Carole Fisher
President, UE Local 222, CILU#39

10/8/13
Date

APPENDIX A

UE LOCAL 222-CILU #39-ROCKY HILL LIBRARY EMPLOYEES

JULY 1, 2013-JUNE 30, 2016 WAGE SCHEDULE

	<u>Baseline</u>	<u>7/1/2013</u>	<u>7/1/2014</u>	<u>7/1/2015</u>
Head of Programming/ Head of Technology	\$35.99	\$37.02	\$38.09	\$39.27
Reference Librarian/Children's Librarian	\$28.83	\$29.65	\$30.51	\$31.46

APPENDIX B

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

EMPLOYEE	HIRE DATE
FISHER, CAROL	9/1/89
MILES, PATRICIA	12/6/93
CORRY, TERRI	9/18/95
CATHY POTTER	10/25/98

**APPENDIX C
PREFERRED PROVIDER ORGANIZATION (PPO)
MATRIX OF BENEFITS**

	In-Network Member pays:	Out-of-Network Member pays:
Cost Share Provisions		
Office Visit (OV) Copayment	\$15 per visit	Deductible & Coinsurance
Hospital (HSP)	\$250	Deductible & Coinsurance
Urgent Care (UR) Copayment	\$15	Not covered
Emergency Room (ER) Copayment- <i>waived if admitted</i>	\$100	\$100
Outpatient Surgery (OS) Copayment	\$200	Deductible & Coinsurance
Annual Deductible (<i>individual/2member family3+member family</i>)		\$400/\$800/\$1200
Coinsurance	Not applicable	30% after deductible
Cost Share Maximum(<i>individual/2member family3+member family</i>)		\$2400/\$4800/\$7200
Lifetime Maximum		\$1,000,000
PREVENTIVE CARE		
Well child care	OV Copayment	
Periodic, routine health examinations	OV Copayment	
Routine eye exams	OV Copayment	
Routine OB/GYN visits	OV Copayment	Deductible& Coinsurance
Mammography	No Copayment	
Hearing screening	OV Copayment	
MEDICAL CARE		
Office visits	OV Copayment	
Outpatient Mental Health & substance Abuse	OV Copayment	
<i>Prior authorization required</i>		
OB/GYN care	OV copayment	
Maternity care- <i>initial visit subject to copayment no charge thereafter</i>		
Thereafter	OV copayment	
Diagnostic Lab, X-ray and testing	No charge	Deductible \$ Coinsurance
High-Cost Outpatient Diagnostic	No Charge	
Allergy Services		
Office visits/testing	OV Copayment	
Injections-80 visits in 3 years	No Copayment	
HOSPITAL CARE-prior authorization required		
Semi-private room (<i>general/Medical/surgical/maternity</i>)	HSP Copayment	
Inpatient Mental Health & Substance Abuse	HSP Copayment	
Skilled nursing facility-up to 120 days per calendar year	HSP Copayment	Deductible& Coinsurance
Rehabilitative services-up to 60 days per person per calendar year	HSP Copayment	
Outpatient surgery-in a hospital or surgi-center	OS Copayment	
EMERGENCY CARE		
Walk-in centers	OV Copayment	Deductible & Coinsurance
Urgent care- <i>at participating centers only</i>	UR Copayment	Not Covered
Emergency care	ER Copayment	ER copayment
Ambulance	No charge	No charge

**APPENDIX C
PREFERRED PROVIDER ORGANIZATIONS (PPO)
MATRIX OF BENEFITS**

Outpatient rehabilitative services <i>50 visit maximum for PT, OT, ST, and Chiro</i>	No Copayment	Deductible & Coinsurance
Durable medical equipment/Prosthetic Devices <i>Unlimited maximum per calendar year</i>	No Copayment	Deductible & Coinsurance
Infertility Services (<i>diagnosis and treatment</i>)	OV Copayment	Deductible & Coinsurance
Home Health Care	No Charge	\$50 Deductible & 20% Coinsurance

PREVENTIVE CARE SCHEDULES

Well Child Care (including immunizations)

- 6 exams, birth to age 1
- 6 exams, ages 1-5
- 1 exam every 2 years, ages 6-10
- 1 exam every year, ages 11-21

Adult Exams

- 1 exam every 5 years, ages 22-29
- 1 exam every 3 years, ages 30-39
- 1 exam every 2 years, ages 40-49
- 1 exam every year, ages 59+

Mammography

- 1 baseline screening ages 35-39
- 1 screening per year, ages 40+
- Additional exams when medically necessary

Vision Exams: 1 exam every 2 calendar years

Hearing Exams: 1 exam every 2 calendar years

OB/GYN Exams: 1 exam per calendar year

Notes to Benefit Descriptions

- In situations where the member is responsible for obtaining the necessary prior authorization and fails to do so, benefits may be reduced or denied.
- Inpatient Hospital Per Admission Copay is waived if readmitted within 30 days for same diagnosis. Maximum of 3 copays per person per year.
- Skilled Nursing Facility Copay is waived if admitted within 3 days of hospital discharge.
- Home Health Care services are covered when in lieu of hospitalization. Includes Infusion (IV) therapy
- Members must utilize participating Blue Quality Centers for Transplant hospitals to receive benefits for Human Organ & Tissue Transplant services. This network of the finest medical transplant programs in the nation is available to members who are candidates for an organ or bone marrow transplant. A nurse consultant trained in case management is dedicated to managing members who require organ and/or tissue transplants. Covered services are subject to a lifetime maximum of \$1,000,000.
- Members are responsible for the balance of charges billed by out-of-network providers after payment for covered services has been made by Anthem Blue Cross and Blue Shield according to the Comprehensive Schedule of Professional Services.

Please refer to the *SpectralOffers@Anthem* brochure in your enrollment kit for information on the discounts we offer on health-related products and services.

This does not constitute your health plan or insurance policy. It is only a general description of the plan. The following are examples of services NOT covered by your Century Preferred Plan. Please refer to your Subscriber Agreement/Certificate of Coverage/Summary Booklet for more details: Cosmetic surgeries and services; custodial care; genetic testing; hearing aids; refractive eye surgery; services and supplies related to, as well as the performance of, sex change operations; surgical and non-surgical services related to TMJ syndrome; travel expenses; vision therapy; services rendered prior to your contract effective date or rendered after your contract termination date; and workers' compensation.

A product of Anthem Blue Cross and Blue Shield serving residents and businesses in the State of Connecticut.