

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF DERBY

-and-

LOCAL 1303-420 OF COUNCIL #4 AFSCME, AFL-CIO

(Library Employees)

Effective July 1, 2023 through June 30, 2027

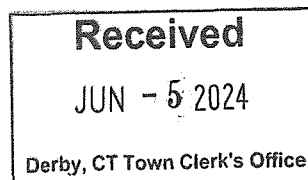


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Preamble

THIS AGREEMENT is entered into, by and between the City of Derby (hereinafter the "City") and the DERBY PUBLIC LIBRARY LOCAL 1303-420 of COUNCIL 4, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO (hereinafter, the "Union").

Article 1 - Recognition

SECTION 1.01 - Recognition

The City agrees to recognize Local 1303-420 of Council 4, AFSCME, AFL-CIO, as the exclusive representative for the purposes of collective bargaining in respect to wages, hours and other conditions of employment for full-time and part-time white collar employees working in the Derby Public Library, excluding the Library Director and Supervisors within the meaning of the Municipal Employees Relations Act as certified in Decision No. 3960 dated March 29, 2004 in Case No. ME-24,463 on file with the Connecticut State Board of Labor Relations.

Article 2 - Union Access, Orientations, Membership Dues and Activities

SECTION 2.01 - Deductions

As used in this Article 2, "Union Dues" means such sums certified by the Union as membership dues uniformly required by the Union of its members.

For each employee who provides the City with a signed authorization, authorizing payment of Union Dues by payroll deduction, the City shall deduct Union Dues from the employee's pay and shall remit the employee's Union Dues payment directly to the Union.

Union Dues payments ordinarily shall be deducted from payroll once a month and delivered to the Union together with a list of the employees from whom Union Dues deductions have been taken, specifying the amount deducted from the employee's pay as Union Dues.

The City shall have no responsibility for remitting Union Dues payments for an employee who has authorized Union Dues deductions but who is not on the payroll during the week in which the Union Dues deduction is to be made or who has no earnings or insufficient earnings during that week or who is on leave of absence or workers compensation leave. In such circumstances, it shall be the employee's responsibility to pay the employee's Union Dues to the Union and it shall be the employee's responsibility to arrange with the Union for payment of the employee's Union dues.

SECTION 2.02 - Indemnification

The Union agrees to indemnify and hold the City harmless from and against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the Town for the purpose of complying with the provisions of this Article 2.

SECTION 2.03 - Union Orientation

All new hires who are represented by the bargaining unit, shall be released from work for one (1) hour without loss of pay, within fifteen (15) days of their start date, to attend a Union orientation. Management shall not be present during the Union orientation.

SECTION 2.04 - Personnel Report

Each month the Employer will submit information on employees represented by the bargaining unit in the format of an excel spreadsheet to the Union via a secure upload site to be provided by the Union. The spreadsheet will contain the following information for all employees represented by bargaining unit: Last name, First Name, Middle Initial, Hire Date, rate of pay, total hours worked in the reporting period, dues paid, employment status, job hours, Employee ID, job title, shift, worksite, home address, home phone, cell phone, work email, and home email.

Quarterly, or upon request, the Employer shall furnish to the Union a report showing all personnel transactions adding to or deleting employees to all departments represented by the bargaining unit.

Article 3 - Non-Discrimination

SECTION 3.01 - Union Membership

The City and the Union recognize the right of any member of the bargaining unit to become or refrain from becoming and/or remaining a member of the Union and will not discriminate or in any way interfere with such rights or the exercise of such rights.

SECTION 3.02 - Non-Discrimination by Parties

The City and the Union shall not unlawfully discriminate on the basis of age, ancestry, color, disability (learning, intellectual, mental and/or physical disability), gender identity or expression, genetic information, marital status, national origin, pregnancy, race, religion, sex, sexual orientation, veteran status, union membership or activity or other status protected by applicable law.

SECTION 3.03 - Use of Pronouns

Any reference to one gender and/or use of gender specific pronouns in this Agreement shall be construed to include all genders unless expressly noted otherwise.

Article 4 - Union Representation

SECTION 4.01 - Recognition of Union Representatives

The City recognizes and will deal with designated officers and stewards of the Union in all matters relating to grievances and interpretations of this Agreement.

SECTION 4.02 - Designation of Union Representatives

The Union shall provide the Library Director and the Mayor with a list of its officers, negotiating committee members and Union stewards and shall notify the parties whenever there are any changes in the list.

SECTION 4.03 - Member's Right to Representation

Members shall not be denied Union representation upon request if called into a meeting with management in which they believe might result in disciplinary action.

SECTION 4.04 - Visitation by Union Representatives

A Union Staff Representative shall be permitted to enter the Library at any reasonable time for the purpose of discussing, processing or investigating filed grievances, or for the purpose of the Union fulfilling its role as collective bargaining agent, provided that upon entering the Library, the Union Staff Representative shall notify the Library Director or her designee. The Union agrees that it shall not unreasonably interfere with the performance of duties by employees.

The Union agrees to furnish the Library Director with a list of its representatives assigned to assist the bargaining unit and the union shall ensure the list is current.

SECTION 4.05 - Bulletin Boards

The City agrees to allow the Union to place a bulletin board of reasonable size in a location that shall not interfere with the operations of the Library. Said bulletin board shall be for the exclusive use of the Union, except for posting of notices of new positions or vacancies. Said bulletin board shall not be used for material of a partisan political nature. The Union shall limit its postings of notices and bulletins to such bulletin board.

SECTION 4.6 - Scheduling of Meetings

Provided that the Union completes and signs the standard request form and receives the approval of the Library Director, the Union may schedule membership meetings at

the Library at no cost. The Library Director will be notified of such meeting at least seven (7) days in advance.

Article 5 - Safety and Health

SECTION 5.01 - Obligation of City

The City shall provide and maintain a safe and healthy place of employment and work environment in compliance with all applicable local, state and federal statutes, regulations and ordinances.

SECTION 5.02 - Staffing

The City shall endeavor to schedule a minimum staffing level of three (3) employees including management, during the times when the Library is open to the public.

SECTION 5.03 - Reporting of Safety/Health

Whenever a member observes a condition which he or she in good faith believes represents a violation of appropriate safety or health rules and regulations, or which is an unreasonable hazard to persons or property, the member shall report such observation to the Library Director.

SECTION 5.04 - Delay Opening

The Mayor or his designee shall determine when to delay the opening or closing of the Library due to inclement weather. If the Mayor closes all City Hall operations due to inclement weather, the Library shall also close during the same hours.

Absent directions from the Mayor, the Library Director and/or Board of Directors shall have authority to determine hours of operation beyond City Hall hours.

Other Library hours shall be determined by the Library Director and/or Board of Directors on the day of closing and Saturdays.

SECTION 5.05 - Library Closing

Employees who are regularly scheduled to work on days when the Library's schedule is interrupted, shall not suffer a loss of pay due to total closing, delayed openings or early closing of the Library.

Article 6 - Holidays

SECTION 6.01 - Holidays

Full-time employees shall be paid for and have the following days off as holidays:

New Year's Day	Veteran's Day
Martin Luther King Day	½ Day Before Thanksgiving from 12:30 p.m.
President's Day	Thanksgiving Day
Good Friday	Day After Thanksgiving Day
Memorial Day	Day Before Christmas
Independence Day	Christmas Day
Labor Day	½ Day Before New Year's Day from 12:30 p.m.
Columbus Day	Juneteenth

There are no paid holidays except as expressly identified in this section.

SECTION 6.02 - Part-Time

Part-time employees shall be paid for Christmas Holiday and any other holiday listed in section 6.01 above that falls on a part-time employee's regularly scheduled work day.

SECTION 6.03 - Application of Holiday

If a holiday falls on a Sunday, the following Monday shall be considered the holiday. If a holiday falls on a Saturday, the Library will be closed and the holiday shall be observed on the preceding Friday.

SECTION 6.04 - Application of Sick Leave

If a paid contractual holiday falls on a day on which an employee is on sick leave, the day of the holiday shall be paid as a holiday rather than charged against sick leave.

SECTION 6.05 - Application of Vacation

Should a paid contractual holiday occur while a full-time bargaining unit employee is on vacation, the employee shall receive holiday pay for that day, and such day shall not be deducted from the employee's vacation allotment.

SECTION 6.06 - Holiday Pay Rate

Holiday pay for Holidays set forth in Section 6.01 shall be paid at an employee's regular rate of pay, based on the employee's regular full- or part-time paid work day.

Article 7 - Work Week

SECTION 7.01 - Hours of Work

The regular workweek for all full-time bargaining unit employees shall be thirty-seven and one-half (37.5) hours. The regular work day for full-time bargaining unit employees shall be seven and one-half (7.5) hours, inclusive of seven (7) work hours and a one-half (.5) hour unpaid meal period. All part-time employees shall have a regular workweek consisting of less than thirty-five (35) hours. One "day" for part-time employees shall be defined as the number of regularly scheduled work hours assigned to that individual part-time employee.

At times, an employee's actual workweek or workday may vary, based on Library need as determined by the Library Director. If an employee is asked to work a varied schedule and notifies the Library Director of a scheduling conflict, the Library Director shall make reasonable efforts to take the employee's scheduling conflict into consideration if feasible under the applicable circumstances. The Library Director may require appropriate documentation of the scheduling conflict.

Full-time employees are required to work one (1) evening per week and one (1) Saturday per month unless otherwise designated by the Library Director.

SECTION 7.02 - Overtime

Employees shall be paid at their regular hourly rate for all time worked, except as follows:

All actual time worked over thirty-five (35) hours in a work week shall be paid at one and one-half (1 ½) times the employee's regular hourly rate, computed to the nearest fifteen (15) minutes.

Employees shall not work time in excess of their regular work schedule without prior authorization of the Library Director, except to finish waiting on a patron in which case the Library Director must be notified as soon as practicable.

SECTION 7.03 - Break - Full-Time

Full-time employees shall be entitled to one paid fifteen (15) minute break, not to be combined with their lunch break or taken at the end of the shift.

SECTION 7.04 - Break - Part-Time

Part-time employees who work four (4) or more hours per day shall be entitled to one (1) paid fifteen minute break not to be taken at the end of the shift. Employees may not leave the building for their paid fifteen (15) minute break. Breaks shall be arranged so

as not to interfere with regular library service and the provision of adequate coverage as determined by the Library Director

SECTION 7.05 - Unpaid Lunch Break

Lunch breaks are unpaid. Employees may not work through lunch breaks except as directed by the Library Director. Employees may leave the building for their unpaid lunch breaks. Lunch shall be arranged so as not to interfere with regular library service and the provision of adequate coverage as determined by the Library Director.

SECTION 7.06 - Work Schedule Request

Requests for a change in an employee's work schedule for an upcoming month should be made to the Library Director on or before the fifteenth (15th) of the prior month for approval except in cases of extenuating circumstances at which time the employee will notify the Library Director as soon as practicable. Schedule changes will be made at the discretion of the Library Director.

SECTION 7.07 – TIME-KEEPING

Employees must accurately record their time worked in accordance with the Library's timekeeping procedures.

Employees may not record time for other employees. Employees shall immediately notify the Library Director of any missed time entries and/or corrections to an employee's time record.

Any employee who falsifies time records or records time for other employees will be subject to discipline, up to and including termination.

Article 8 - Seniority

SECTION 8.01 - Definitions

Seniority shall be defined as the length of continuous service from the date the employee was hired in a bargaining unit position with the Union.

SECTION 8.02 - Suspension of Seniority

Seniority accumulation shall be suspended but not broken during a layoff of not more than one (1) year.

SECTION 8.03 - Bargaining Unit Seniority

The City, with the cooperation of the Union, shall prepare a list of all bargaining unit employees showing their seniority. Said list will be updated as required and delivered to

the Union on or before July 1st of each year. Upon completion of a probationary period, new bargaining unit employees shall be added to the list.

SECTION 8.04 - Probation

- (a) New bargaining unit employees shall serve a probationary period of ninety (90) calendar days and shall have no seniority rights during this period.
- (b) The termination or discipline of a probationary employee during or at the end of the probationary period shall not be subject to the grievance or arbitration provisions of this Agreement. However, the Union shall be given notice by the City whenever a probationary employee has been terminated.
- (c) New employees who successfully completed their probationary period shall have seniority retroactive to their date of hire.

SECTION 8.05 - Evaluations

Each employee shall be reviewed and evaluated at the end of his/her probationary period and thereafter each year by no later than June 15.

SECTION 8.06 - Break in Service

Seniority shall be broken by:

- (a) Termination of the employment relationship, including resignation (quit) and discharge for just cause;
- (b) Failure to report to work within ten (10) working days (including Saturdays) after notification of recall from layoff is sent to the employee's last address furnished by the employee;
- (c) Layoff of more than one year; and
- (d) Failure to return to work on the first working day following the expiration of an approved leave of absence. In its sole discretion, the City may take extenuating circumstances into consideration in applying this section.

Article 9 - Position Vacancies / New Positions

SECTION 9.01 - Vacancies

- (a) New bargaining unit positions and/or vacancies in existing bargaining unit positions ("Vacancies") shall be posted internally for a period of seven (7)

consecutive working days (the "Posting Period") before being posted publicly.

- (b) Bargaining unit employees wishing to be considered for a Vacancy ("Unit Applicants") shall apply in writing to the Library Director within the Posting Period.
- (c) A Unit Applicant shall fill the Vacancy if the City determines that the Unit Applicant is qualified based on the position description requirements for the Vacancy and the Applicant's performance record. If two or more Unit Applicants are equally qualified, the Vacancy shall be filled based on seniority.
- (d) If a Unit Applicant applies for a Vacancy and is not selected, the City shall notify the Unit Applicant in writing ("Notice") and shall state why the Unit Applicant was not selected.
- (e) A Unit Applicant who fills a vacancy shall serve a break-in probationary period of forty-five (45) calendar days. During the probationary period, the City may elect to return the Applicant to the Applicant's former position and such action shall not be subject to the grievance procedure.
- (f) If there are no qualified Applicants for a Vacancy, the City may fill the Vacancy with an outside applicant.

SECTION 9.02 - Copies

Upon request by the Union during the Posting Period, a copy of the Vacancy posting and a list of the Unit Applicants for the Vacancy shall be provided to the Union within seven (7) days of the close of the Posting Period.

Article 10 - Layoff Procedure

SECTION 10.01 - Layoff

In the event of a layoff, the affected employee shall be given at least two (2) weeks' notice in writing, and the initial order of layoffs shall be as follows:

- (a) Temporary Employees;
- (b) Probationary Employees; and
- (c) Part-Time Employees starting with the least effect on the Library operations.

SECTION 10.02- Part-Time Bumping

Part-time employees may 'bump' based on seniority with other part-time employees, provided they are qualified.

SECTION 10.03- Layoffs Full-Time Employee

If the City determines that a layoff is required among full-time employees, after all part-time employees have been laid off, the full-time employee with the least seniority shall be laid off first subject to departmental needs.

SECTION 10.04 - Collection of Benefits

Laid off employees have to wait until their recall time period lapses before they are eligible to collect accrued but unused vacation days or paid sick leave days to which they are entitled. They may waive their recall rights and collect immediately following such waiver.

SECTION 10.05 - Restriction on New Hires

No new employees shall be hired until all laid off employees who are still in their recall period have been given the opportunity to return to work.

SECTION 10.06 - Recall

Laid off employees shall be subject to recall in inverse order of layoff for one (1) year from date of layoff.

SECTION 10.07 - Recall

- (a) Laid off employees shall report for work not more than seven (7) working days after receipt of notice sent to him/her by registered mail to the last address furnished the Library Director by the employee.
- (b) The City may take extenuating circumstances into consideration in applying this section provided that the position to which the employee is being recalled has not been filled.
- (c) Failure of an employee on layoff to report to work within fifteen (15) calendar days from the date the recall notice was sent shall result in the employee's loss of all rights to recall.

Article 11 - Disciplinary Action

SECTION 11.01 - Just Cause

No bargaining unit employee shall be discharged, suspended, demoted or disciplined in any other manner except for just cause.

SECTION 11.02 - Appeal Procedure

Disciplinary actions are subject to the grievance and arbitration procedures set forth in Article 12.

SECTION 11.03 - Union Representation

An employee, upon the employee's request, shall be entitled to union representation at each step of the grievance procedure.

SECTION 11.04 - Limitations on Suspension

No employee shall be suspended without pay for a period in excess of five (5) working days without the written approval of the Board of Directors.

SECTION 11.05 - Notification of Termination

The Library shall notify the Union in writing whenever an employee is discharged.

SECTION 11.06 - Application of Verbal Warning

Verbal warnings shall not be considered for purposes of administering discipline if the employee has not had any further warning or discipline for a one (1) year period from the date of the first warning provided the verbal warning had not been grieved by the employee under the grievance procedures contained in Article 12.

Article 12 - Grievance Procedure

SECTION 12.01 - Grievance Procedure

In the event that a difference arises between the City, the Union or any employee concerning the interpretation, application or compliance with any provision of this Agreement and a written grievance is filed, the grievance shall be processed in the following manner.

SECTION 12.02

Step 1: Library Director

The aggrieved employee and/or the Union Steward shall submit the grievance to the Library Director within ten (10) working days of the occurrence giving rise to the grievance, or within ten (10) working days of the date the grievant or the Union knew or should have known of its occurrence, whichever comes later, provided that in no event shall a grievance be filed more than fifteen (15) days after the occurrence giving rise to the grievance. Each grievance shall set forth in writing the specific facts giving rise to the grievance, the section(s) of the collective bargaining agreement claimed to have been violated, and the remedy sought.

The Library Director shall have five (5) working days to respond to the grievance. During that time, a meeting may be scheduled by the Director to review the facts. The Director's response shall be in writing and shall be sent to the Union President or Steward.

Step 2: Library Board

If the aggrieved employee or the Union is not satisfied with the Step 1 response, the grievance may be submitted to the Library Board within seven (7) working days of the Step 1 response. The Library Board or its designee shall have ten (10) working days to respond to the grievance. During that time, a meeting may be scheduled by the Library Board to review the facts. The Library Board's response shall be in writing and shall be sent to the Union President or Steward.

Step 3: Mayor

If the aggrieved employee or the Union is not satisfied with the Step 2 response, the grievance may be submitted to the Mayor within seven (7) working days of the Step 2 response. The Mayor or his designee shall have ten (10) working days to respond to the grievance. The Mayor's response shall be in writing and shall be sent to the Union President or Steward.

Step 4: Arbitration and/or Mediation

If the Union is not satisfied with the Step 3 response, the Union may submit the grievance for resolution by filing a written request for arbitration and/or mediation within fifteen (15) calendar days of the Step 3 response. Such request shall be submitted to the State Board of Mediation and Arbitration, with a copy to the Mayor and the Library Director.

SECTION 12.03 - Extension of Time

Any of the time limits specified above may be extended by mutual agreement, which shall be in writing.

SECTION 12.04 - Failure to Respond

Failure to respond to Step 1, 2 or 3 within the applicable time limit shall be deemed a denial of the grievance, entitling the Union to proceed to the next appropriate step.

Each grievance submitted at Steps 2, 3 and 4 of the grievance process shall be identical to the grievance submitted at Step 1.

SECTION 12.05 - Costs

All costs of arbitration under this Article shall be borne equally by the Union and the City.

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

SECTION 12.06- Release Time

One (1) officer or one (1) steward of the Union shall be released without loss of pay to attend any grievance meetings or arbitration hearings which are scheduled during the employee's working time.

SECTION 12.07 - Copies

To the extent required by law, the City shall, upon written request, make available to the Union for inspection and copying documents relevant to any pending grievances.

Article 13 - Funeral Leave

SECTION 13.01 - Immediate Family

In the event of death in the immediate family, employees shall be granted up to five (5) days bereavement leave with full pay. For purposes of this Article, 'immediate family' shall mean and include the employee's spouse, and the following then current relatives, with or without the prefix 'step': mother, father, mother-in-law, father-in-law, sister, brother, child, grandchild and grandparents. 'Immediate family' shall also mean and include adoptive parents, children or other persons living in the household as a member of the family.

SECTION 13.02 - Leave Time

For the purpose of attending the funeral of a daughter-in-law, son-in-law, sister-in-law, brother-in-law, aunt or uncle employees shall be granted one (1) day leave for an in-state funeral and two (2) days leave with pay for an out of state funeral.

SECTION 13.03 - Additional Time

The Library Director may in her sole discretion grant an employee additional funeral leave without pay.

SECTION 13.04 - Part-Time Leave

Part-time employees shall be paid bereavement leave only if the funeral and/or funeral service occurs on their regularly scheduled work day.

Article 14- Sick Leave

SECTION 14.01 - Paid Sick Days

(a) Eligibility and Accrual

Full-time bargaining unit employees are eligible to earn and use paid sick days ("Sick Days") as set forth in this Section 14.01.

Sick Days accrue as follows:

- Eligible employees begin to accrue Sick Days upon hire into a full-time bargaining unit position.
- Sick Days accrue on a monthly basis, at a rate of one (1) Sick Day per month, to a maximum of twelve (12) Sick Days per employment year (calculated based on the employee's anniversary date of hire into a full-time bargaining unit position). Sick Days are credited on the last day of the month in which they accrue.
- Subject to applicable law, Sick Days do not accrue during workers compensation leave, disability leave or any unpaid leave of absence.

(b) Sick Day Usage and Pay Rate

Employees may not use accrued Sick Days until completing one (1) year of full-time bargaining unit employment. After completing one (1) year of full-time employment, Sick Days may be used once earned. Employees may not borrow against unearned/future Sick Days.

Sick Days are paid at an employee's regular rate of pay.

Sick Days may be taken in half-day (3.5 hour) or full-day (7 hour) increments. Employees also may use accrued Sick Days in increments of one (1) hour or more when taking approved leave under the Family Medical Leave Act (FMLA).

Use of Sick Days requires approval of the Library Director. Requests should be made in advance when the need to use Sick Days is foreseeable.

Otherwise, requests to use Sick Days should be made as soon as practicable under the circumstances. Employees must promptly notify the Library Director when absent from work unexpectedly.

Subject to applicable law, Sick Days may not be carried over from employment year to employment year.

No employee shall be entitled to any payout of their unused accrued sick leave upon termination, resignation, retirement or death.

The two current employees hired prior to September 20, 2005 who would be eligible to receive a sick time payout of 45 days will be grandfathered in.

(c) Medical Certification

The City may require an appropriate medical certification or other appropriate documentation from an employee when (i) an employee is absent for three (3) or more consecutive work days; (ii) an employee has more than eight (8) absences from work in any sixty (60) day period; (iii) after a first occasion, an employee is absent immediately before or after a paid holiday, paid vacation day or other scheduled day off; (iv) an employee has requested a medical leave of absence or other leave of absence. An employee shall not be eligible to use Sick Days for any period for which the employee fails to provide appropriate documentation when required.

SECTION 14.02 - Statutory Paid Sick Leave

Employees, including part-time employees, who qualify as 'service workers' under the Connecticut Paid Sick Leave Law ("CPSLL"), are eligible for statutory paid sick leave benefits. Statutory paid sick leave benefits are provided subject to the CPSLL, as amended from time to time.

Statutory paid sick leave benefits are summarized in Appendix D to this Agreement and are subject to change in accordance with the CPSLL. Additional information is available from the Library Director and at <https://www.ctdol.state.ct.us/wgwkstnd/SickLeaveLaw.htm> (e.g., eligibility).

SECTION 14.03 - Family Medical Leave

Eligible employees, including part-time employees, may request unpaid family/medical leave for reasons qualifying under the federal Family and Medical Leave Act ("FMLA").

FMLA leave benefits and requirements are summarized in Appendix D to this Agreement and are subject to change in accordance with the FMLA. Additional information is available from the Library Director.

SECTION 14.04 - Short Term Disability Insurance

The City shall provide, at no cost to employees regularly working thirty-five (35) or more hours per week, short-term disability insurance for any non-work-related illness or injury, in accordance with the terms and conditions of the short-term disability insurance plan ("Disability Plan").

The Disability Plan pays, after exhaustion of accrued sick leave, a benefit of sixty (60%) percent of the employee's normal weekly straight time earnings to a maximum payment of two thousand dollars (\$2,000.00) per week for up to ninety (90) days.

Employees who are out on Short Term Disability do not accrue sick leave.

The City shall have the right to change Disability Plans and/or insurance carriers or providers at the City's sole discretion provided that it provides equivalent short term disability benefits.

Article 15 - Personal Days

SECTION 15.01 - Full-Time Personal Days

Full-time bargaining unit employees shall be granted four (4) personal days with pay, each calendar year for legitimate personal business which the employee cannot reasonably conduct outside his or her scheduled work time. A minimum of 48 hours written notice shall be given to the Library Director except in an emergency. Upon the approval of the Library Director, personal days may be taken in half days (the first or last 3 ½ hours of a work day).

SECTION 15.02 - Part-Time Personal Days

Part-time employees who have completed one (1) year of continuous service shall receive three (3) paid personal days per calendar year, equivalent to the number of hours they are regularly scheduled to work.

SECTION 15.03 - Restriction on Personal Days

Employees shall not accumulate personal days to carry over one (1) year to the following year.

Article 16 - Leave of Absence Without Pay

SECTION 16.01 - Leave of Absence

If it appears to be in the best interests of the Library, the Library Director may, in writing, grant leave without pay for up to three (3) calendar months to an employee who has completed at least one (1) year service with the Library and has proven good cause, which may include participation in an education program, for the leave without pay. Fringe benefits in the form of insurance coverage shall not be maintained for employees on such leave except upon written request by the employee and at the employee's own expense.

The City may replace an employee on an unpaid leave with a temporary employee.

SECTION 16.02 - Requests

A written request for such unpaid personal leave specifying the length and reasons must be submitted to the Library Director and the Mayor and, except in the case of medical emergency, must be made at least thirty (30) days in advance of the anticipated starting date of the leave.

SECTION 16.03 - Return to Work

Bargaining unit employees who do not return to work on the date stated in their written request, or any extension granted in writing by the Library Director, shall have their employment terminated for cause.

SECTION 16.04 - Outside Employment

Employees shall not accept outside employment of any kind while on approved leaves of absence, with any violation of this requirement being deemed just cause for immediate dismissal.

Article 17 - Jury Duty

SECTION 17.01 - Jury Duty

- (a) All employees receive time off for jury duty.
- (b) All employees receive time off with pay for jury duty as follows:
 - Employees receive time off with pay for the first five (5) days of jury when performing jury duty in State Court (Connecticut) (per occurrence);

- All other time off for jury duty is paid at a rate equivalent to the difference between the employee's regular per diem rate and the statutory per diem rate, if any, paid to jurors under applicable State or Federal law.
- (c) Unless otherwise authorized by the Library Director, employees on jury duty are expected to return to work if excused from jury duty prior to the beginning of the employee's shift or with two (2) or more hours remaining in the employee's shift.
- (d) Employees who are summoned for jury duty must notify their Library Director promptly and provide a copy of the jury duty summons for verification. Employees also must submit proof of their jury duty service to their Library Director on returning to work after completing their jury duty service. The City may require employees serving jury duty of longer than one (1) week to submit proof of jury duty on a weekly basis.

Article 18 - Vacation

SECTION 18.01

(a) **Full-Time Vacation**

Full-time employees shall be eligible for paid vacation allotment according to time accredited service.

<u>Time and Service</u>	<u>Vacation Allotment</u>
Six (6) months	5 days
One (1) year	10 days
Ten (10) years	15 days
Fifteen (15) years and up	20 days

(b) **Part-Time Vacation (Unpaid)**

Part-time employees who have successfully completed their ninety (90) day probationary period shall be eligible for two (2) weeks unpaid vacation days per year relative to the employee's normal work schedule.

(c) **Part-Time Vacation (Paid)**

Part-time employees with five (5) or more years of service shall be eligible for five (5) days of paid vacation days per year.

SECTION 18.02 - Determination of Vacation Usage

- (a) In determining vacation allotments each January 1, time in service shall be computed as though the employee had already reached his or her service anniversary date that year.

- (b) Part-time employees who become full-time employees shall be credited with one-half their years of service from date of hire.

All employees will be allowed to carry over unused vacation time for the previous year until March 31 of the following year.

SECTION 18.03 - Requests

- (a) Vacation requests shall be submitted not less than thirty (30) days in advance provide that the Library Director shall have the discretion to grant vacation requests made less than thirty (30) days in advance.
- (b) Vacation requests are subject to the approval of the Library Director which shall not be unreasonably denied.
- (c) In the event that more than one employee requests the same days off at the same time, such conflicts shall be resolved based on the seniority of the employees involved.

SECTION 18.04 - Vacation Applications

All employees with accrued but unused paid vacation must schedule and use such paid vacation in the year in which it is granted and there shall be no accumulation of paid vacation from one year to the next, except as authorized in Section 18.02. No additional wages shall be paid in lieu of vacation.

SECTION 18.05 - Application of Unused Vacation

In the event that an employee has accrued unused paid vacation at the time of her resignation, retirement or death, she or her estate or her beneficiary, as the case may be, shall receive one day's pay for each such accrued unused day of paid vacation. Employees with accrued unused paid vacation who fail to give ten (10) working days written notice of resignation of employment or retirement shall forfeit all rights to accrued unused vacation. Any employee whose employment is terminated for just cause shall forfeit all rights to accrued unused vacation unless the termination is grieved and the grievance was sustained.

SECTION 18.06 - Shut Down of Library

In the event of any unplanned shut down of the operation of the Library due to inclement weather or other reasons occurring within an employee's paid vacation, no additional day of paid vacation shall be allowed.

SECTION 18.07 -Application of Days

Requests for individual days or half days of vacation by employees shall require two (2) weeks advance notice in writing to the Library Director. Such requests not to be unreasonably denied.

For purposes of administering this section, any vacation of less than five (5) consecutive workdays shall be deemed to consist of individual vacation days.

Article 19 - Insurance

SECTION 19.01 - Medical Insurance

The City provides medical insurance benefits (health, dental, vision, prescription) to bargaining unit employees and their eligible dependents as set forth in this Article. Medical insurance benefits are provided under the plan(s) summarized in Appendix C to this Agreement ("Health Plan").

- (a) Eligibility. Employees are eligible for Health Plan benefits for themselves, their spouses and their eligible dependents. Participation is subject to the terms and conditions of the Health Plan.
- (b) Employee Contributions. Participating employees shall pay a percentage of the total cost of the annual premiums due for their Health Plan coverage ("Premium Contributions"), as follows:

Effective July 1, 2023	16.0%
Effective July 1, 2024	16.0%
Effective July 1, 2025	16.5%
Effective July 1, 2026	17.0%

Employee Premium Contributions shall be paid by payroll deduction on a pre- tax basis as allowed by Section 125 of the Internal Revenue Code.

- (c) City's Contribution to HDHP-HSA Plan Deductible. The current Health Plan includes a High Deductible Health Plan with Health Savings Account (HDHP-HSA Plan). The City shall fund a percentage of the amount of the applicable HDHP-HSA Plan deductible for participating employees ("HSA Contribution") as follows:

Effective July 1, 2023	50%
Effective July 1, 2024	50%
Effective July 1, 2025	50%
Effective July 1, 2026	50%

The City's HSA Contribution shall be deposited into employee HSA accounts on or before July 15 each year.

(d) Excise Tax. The Patient Protection and Affordable Care Act (Public Law 1110148) ("PPACA") has set forth and codified under the Internal Revenue Code (IRC) Section 49801 the imposition of an excise tax related to employer-provided health insurance plans that exceed certain value thresholds. The IRC Section 49801 excise tax was scheduled to take effect in 2018 and has been delayed. Should any Federal statute or regulation pertaining to IRC Section 49801 be mandated to take effect during the term of this Agreement triggering the imposition of an excise tax with respect to all or part of the City's Health Plan, the City and the Union agree to a reopener concerning the Health Plan benefits and wage rates set forth in this Agreement.

(e) Annual Buy-Out. Eligible employees may elect to opt out of the City's Health Plan on an annual basis. To opt-out, an employee must be eligible to participate in the City's Health Plan and must provide appropriate proof that the employee and the employee's eligible dependents have or will have other qualifying coverage (as required under the Affordable Care Act) during the opt-out period. An eligible employee who opts out of the City's Health Plan shall receive compensation in lieu of Health Plan benefits ("Opt-Out Compensation") as follows:

<u>Individual</u>	<u>2 Person</u>	<u>Family</u>
\$2,900	\$4,900	\$6,400

The annual opt-out option shall be offered in June of each year, to opt out of the City's Health Plan for the upcoming fiscal year commencing on July 1. Opt-Out Compensation shall be paid in July of the fiscal year for which the employee opted out of the City's Health Plan.

An employee who opts out of the City's Health Plan may re-enroll in the Health Plan, at which point any remaining Opt-Out Compensation payments will be forfeited. Re-enrollment is subject to applicable law and the terms and conditions of the Health Plan.

Employees hired on or after the ratification of the Agreement effective July 1, 2023 shall receive the following Opt-Out Compensation:

<u>Individual</u>	<u>2 Person</u>	<u>Family</u>
\$2,000	\$2,000	\$2,000

(f) In the event of a conflict between this Agreement and the terms and conditions of the master policies of the City's Health Plan, the terms and conditions of the master policies of the Health Plan shall govern.

SECTION 19.02

The City may change any medical insurance carrier and/or Health Plan, so long as the benefits and services provided under the new Health Plan are substantially equivalent to the benefits and services provided under the existing Health Plan. The City and the Union acknowledge that 'substantially equivalent' does not mean 'identical' and, in the event of a change in medical insurance carrier or Health Plan, some individual benefits, some services, some modes of service and/or the number and proximity of providers may not be the same.

The City shall provide the Union with advance written notice of any change in medical insurance carrier or Health Plan ("Notice"). Such Notice shall be provided to the Union at least forty-five (45) days in advance of the change being implemented and shall include a plan description for any substitute Health Plan.

If the Union disputes whether the benefits and services under the proposed substitute Health Plan are substantially equivalent to the benefits and services provided under the existing Health Plan, the Union must provide the City with written notice of the dispute ("Objection") within fifteen (15) days of receiving the City's Notice. Provided that the Union timely objects to the Notice, the Union shall have the right to go directly to arbitration under the rules of the American Arbitration Association (AAA) by initiating arbitration within thirty (30) days of receiving the City's Notice. AAA Administrative fees and the fees of the arbitrator shall be shared equally by the parties.

SECTION 19.03 - Life Insurance

The City shall provide and pay for a \$40,000 life insurance policy for each employee.

SECTION 19.04 - Workers Compensation Insurance

The City shall provide workers compensation benefits for employees who sustain work-related illnesses and/or work-related injuries in accordance with and subject to the provisions of Connecticut's Workers Compensation Act, as amended from time to time (the "Act").

Employees must immediately report any work-related injuries and/or illnesses to the Library Director.

Eligibility for workers compensation benefits is subject to and in accordance with the provisions of the Act.

Article 20 - Wages

SECTION 20.01 - Wages

The wage and salary payments shall be in accordance with Appendix A attached which shall reflect the following general wage increases:

- (a) The classification and rates of pay for each bargaining unit position are set forth in Appendix A to this Agreement.
- (b) During the term of this Agreement, annual general wage increases shall be as follows:
 - Effective and retroactive to July 1, 2023: 0%
 - Effective July 1, 2024: 2.5%
 - Effective July 1, 2025: 2.5%
 - Effective July 1, 2026: 2.5%
- (c) During the term of this Agreement, if the State of Connecticut minimum wage rises to exceed the scheduled rate of pay for a bargaining unit position as set forth in Appendix A, the rate of pay for the bargaining unit position shall be adjusted to comply with minimum wage requirements, effective as of the date the new minimum wage goes into effect.

SECTION 20.02 - Lower Hire Rate

The City may pay newly hired employees five (5%) percent per hour less than the scheduled rate for the first year of employment.

SECTION 20.03 - Newly Created Job Or Revised Job

All jobs within the bargaining unit are assigned a job classification in accordance with the designations found in Appendix A. If and when during the course of this Agreement, the City creates a new job which is to be included in the bargaining unit or revises an existing job which is designated in Appendix A, then the City, at its discretion, shall designate the job classification of the new or revised job.

SECTION 20.04 - Direct Deposit

Effective July 1, 2019, or upon sixty (60) days' advance written notice, whichever is later, employees in the bargaining unit shall be paid on a bi-weekly basis, by direct deposit to an employee's account of record.

Article 21 - Pension and Retiree Medical Benefits

SECTION 21.01 - Pension Plan

The City of Derby Pension Plan, as amended in 1993, shall remain in full force and effect, and a benefit for employees hired before July 1, 2016*, except as provided herein below:

- (a) Effective and retroactive to July 1, 1994, and thereafter the pension benefit formula applicable to all pensions shall be increased from 1.75% to 2.00% and shall apply retroactively to all years of employees' service. Any employee who retired since July 1, 1994 shall have his or her pension benefits and/or retiree medical benefits adjusted to reflect the improved pension and/or retiree medical benefits.
- (b) There shall be no increase in employee contributions to the pension plan during the term of this Agreement. The total cost of the improvements shall be borne by the City and shall be funded in accordance with the recommendations of the plan's actuaries.
- (c) Effective and retroactive to July 1, 1994, employees who retire with a City of Derby Pension shall be entitled to receive retiree medical benefits for the retiree and his/or her spouse on the basis of the following:
 - 1. The employee completed 20 or more years of employment with the City of Derby and/or the Board of Education.
 - 2. The benefit for the retiree becomes effective upon the retiree's 65th birthday and shall continue until his or her death.
 - 3. The benefit for the retiree's spouse becomes effective upon the spouse's 65th birthday and shall continue until his or her death.
 - 4. The cost of retiree and spouse medical coverage shall be paid in full by the City.
 - 5. For employees who retire after March, 2007, the retiree and spouse benefit shall include Anthem Medicare Supplement Coverage Plan F. For employees who retire after July 1, 2012 the retiree and spousal benefit shall include Medicare Supplement Coverage Plan. The City may substitute alternate retiree medical coverage through a group or other individual plan or plans so long as the benefits are substantially equivalent to those listed above.

* All full-time employees hired on or after July 1, 2016 shall be eligible to enroll in a 401(a) program administered by the City into which the City shall contribute annually two (2%) percent of the employee's wages.

6. Employees and retirees who receive retiree or retiree spouse medical benefits through their AFSCME collective bargaining agreements which exceed the terms or benefits described herein shall receive the better terms or benefits.
7. Employees with 20 or more years of service who retire or otherwise terminate their service with the City prior to their 65th birthday or prior to their spouse's 65th birthday are entitled to receive the retiree/spouse medical benefits at the time of the retiree's or the spouse's 65th birthday.
8. Employees with 20 or more years of service who retire under the Derby Pension plan prior to their 65th birthday or prior to their spouse's 65th birthday may elect to purchase retiree/spouse medical insurance at the group rate until the retiree or the spouse reaches 65, provided there is no cost to the City and the insurance company approves.

Article 22 - Savings Clause

SECTION 22.01

Should any article, section or provision of this Agreement be found unlawful by the Connecticut State Board of Labor Relations or a court of competent jurisdiction, the remainder of this Agreement shall continue in full force and effect.

Article 23 - No Strike - No Lockout

SECTION 23.01 - No Strike

During the life of the Agreement only, there shall be no strike by any bargaining unit employee.

SECTION 23.02 - No Lockout

During the life of this Agreement only, there shall be no lockout by the City of any bargaining unit employee.

Article 24 - Education, Training and Tuition Reimbursement

SECTION 24.01 - Conference Attendance

Subject to the advance approval of the Library Director, employees may be granted paid leave to attend conferences, workshops including America! Library Association (ALA), Connecticut Library Association (CLA) and or other training relevant to current trends in library science and to further develop library skills. Requests for approval to attend any such event should be submitted to the Library Director as far in advance as possible.

The Library shall reimburse employees for appropriate expenses related to said activities including rate per mile as determined by the IRS for the use of a personal vehicle for traveling to and from said activities.

SECTION 24.02 - Conference Attendance

Permission to attend job related conferences, workshops and other trainings may be granted on a rotating schedule by the Library Director who will consider the event's relationship to the employee's job and seniority. In order to facilitate attendance at professional conferences, the Library will provide adequate substitute coverage and other employees will make every reasonable effort to arrange their schedules.

SECTION 24.03 - Reimbursements

- (a) In the sole discretion of the Library Board, tuition reimbursement may be made available for full-time employees who enroll in a college level course pertinent to such employee's job. Only Library Science courses required to complete a Masters in Library Science will be reimbursable. Any employee seeking reimbursement must submit a request to the Library Board, with a description of the course and the reason for selection with a copy for the Library Director.
- (b) Upon approval by the Library Board, reimbursement will be as follows:
 - 1. Reimbursement will be made upon the employee's successful completion of the course, and employee's delivery to the Library Director of official notification of a grade of B (or its equivalent) or higher or if no ranked grades are given a passing grade.
 - 2. A sum equal to one half (1/2) the cost of the course(s) but not to exceed fifteen hundred (\$1500) dollars per year will be reimbursed.
- (c) If the employee resigns from employment with the Library for reasons other than a disability within three (3) years from the date of the reimbursement, the employee shall pay the City back for the full amount of tuition reimbursement.

Article 25 - Management Rights

SECTION 25.01

Except to the extent such rights, powers and authority have been relinquished or limited by the provisions of this Agreement, the City reserves and retains whether exercised or not, all lawful and customary rights, powers, and authority of management.

The City's rights include the following: to determine the times that the Library is opened to the public and to schedule work shifts; to make decisions regarding the purchase, repair, maintenance and operation of equipment and property used for the operation of

the Library, including new and improved methods, procedures, practices, technologies, which the City may deem necessary or advisable to promote the efficiency of the Library; to determine the number and types of employees required to perform the Library's operation; to determine the standards for hire and employment and to select, direct, reduce and increase the work force; and to determine promotion, demotion, reassignment or layoff of employees, to the extent as allowed by this Agreement; to discipline employees for just cause; to establish, amend reasonable work rules, provided that except in exigent circumstances, the City provides the Union 30 days' notice prior to the implementation of any new or amended rule. The City shall act to manage and make decisions and to set the standards on all matters involving the Library in order to provide service to the public.

Article 26 - Duration and Stability of Agreement

SECTION 26.01

This Agreement shall become effective on **July 1, 2023** and shall remain in full force and effect through **June 30, 2027**.

SECTION 26.02

If either the Union or the City desires to meet for the purposes of negotiating changes or modifications in the provisions of this Agreement, they shall give notice in writing of such desire to the other party no earlier than **January 15, 2027** nor later than thirty (30) days thereafter, with the parties commencing a first negotiating session **within sixty (60) days of receipt of such notice or within such other time period as the parties may mutually agree**. Should the thirty (30) day notice period expire without notice given by either side, all terms of this Agreement shall continue in full force and effect for one additional year.

SECTION 26.03 - No Alterations

All amendments, alterations or variations of the terms of this Agreement must be mutually agreed to, reduced to writing and signed by AFSCME, Council 4 and the City before they shall bind the parties hereto.

FOR THE CITY OF DERBY

FOR LOCAL 1303-420, COUNCIL #4,
AFSCME, AFL-CIO

Date: _____

Date: _____

Date: _____

Date: _____

APPENDIX A
Wage Schedule

APPENDIX A				
DERBY PUBLIC LIBRARY SALARY SCHEDULE				
Wages				
Position	7/1/2023	7/1/2024	7/1/2025	7/1/2026
	Wages	Wages	Wages	Wages
	0.0%	2.5%	2.5%	2.5%
LIBRARIAN (part time)				
CLASSIFICATION A				
Library Assistant	\$15.69	\$16.08	\$16.48	\$16.90
CLASSIFICATION B	\$17.18	\$17.61	\$18.05	\$18.50
Cataloguer				
Local Historian				
Publicity Coordinator				
CLASSIFICATION C	\$19.81	\$20.31	\$20.81	\$21.33
Tech/Reference Librarian				
Young Adult/Reference				
LIBRARIAN II (full time)				
CLASSIFICATION A	\$39,638 - \$46,246	\$40,629 - \$47,402	\$41,645 - \$48,587	\$42,686 - \$49,802
Head of Adult Circulation				
CLASSIFICATION B	\$50,209 - \$59,458	\$51,464 - \$60,944	\$52,751 - \$62,468	\$54,070 - \$64,030
Children's Librarian				
Ann Mirasola**	\$19.22	\$19.70	\$20.19	\$20.70

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APPENDIX B
Group Insurance

APPENDIX D
Statutory Paid Sick Leave and Family Medical Leave

Summary of Benefits: Statutory Paid Sick Leave

Employees, including part-time employees, who qualify as 'service workers' under the Connecticut Paid Sick Leave Law ("CPSLL"), are eligible for statutory paid sick leave benefits. Statutory paid sick leave benefits are provided subject to the CPSLL, as amended from time to time.

(a) Eligibility

Employees, including part-time employees, who qualify as 'service workers' under the Connecticut Paid Sick Leave Law ("CPSLL"), and who are not otherwise eligible for Sick Days are eligible for statutory paid sick leave for permitted purposes. Employees are informed of 'service worker' status upon hire or placement in a qualifying position.

Statutory paid sick leave benefits and requirements are set forth below. Additional information is available from the Library Director and at <https://www.ctdol.state.ct.us/wgwkstnd/SickLeaveLaw.htm> (e.g., eligibility).

(b) Accrual

Eligible employees begin to accrue statutory paid sick leave as of their start date in a 'service worker' position.

Statutory paid sick leave accrues on an employment year basis (anniversary date of hire in a service worker position). Eligible employees accrue paid sick leave at a rate of one (1) hour per every forty (40) hours worked, to a maximum of forty (40) hours of paid sick leave per employment year.

(c) Use and Scheduling of Statutory Paid Sick Leave

In order to use accrued statutory paid sick leave, an eligible employee must have completed at least 680 hours of employment with the City and must have worked an average of ten (10) hours per week in the most recent complete employment year quarter. Statutory paid sick leave may be taken in increments of one (1) hour or more.

Statutory paid sick leave may be used only for permitted purposes, as follows:

1. Statutory Service Worker. An eligible employee may use statutory paid sick leave for:

- a. The employee's illness, injury or health condition;

- b. The medical diagnosis, care or treatment of the employee's mental illness or physical illness, injury or health condition;
- c. Preventative medical care for the employee.

2. Child or Spouse of Statutory Service Worker. An eligible employee may use statutory paid sick leave for:

- a. The illness, injury or health condition of the employee's child or spouse;
- b. The medical diagnosis, care or treatment of the mental illness or physical illness, injury or health condition of the employee's child or spouse;
- c. Preventative medical care for the employee's child or spouse.

3. Victim of Family Violence or Sexual Assault. An eligible employee who is a victim of family violence or sexual assault may use statutory paid sick leave for:

- a. Medical care or psychological or other counseling for physical or psychological injury or disability;
- b. To obtain services from a victim services organization;
- c. To relocate due to such family violence or sexual assault; or
- d. To participate in any civil or criminal proceedings related to or resulting from such family violence or sexual assault.

Use of statutory paid sick leave requires approval of the Library Director. Requests for statutory paid sick leave should be submitted to the Library Director at least seven (7) days in advance of the requested paid sick leave period. In emergency circumstances (e.g., unexpected absence due to illness or other qualifying reason) or when the need for statutory paid sick leave is not reasonably foreseeable, requests should be submitted as soon as practicable under the circumstances. Employees must promptly notify the Library Director when absent from work unexpectedly.

(d) Certification

When statutory paid sick leave is taken on three (3) or more consecutive work days, the City may require an employee to provide reasonable documentation (e.g., medical certification, other appropriate documentation) that such leave is for a permitted purpose, as set forth in this policy.

(e) Pay Rate for Statutory Paid Sick Leave

Statutory paid sick leave is calculated based on the employee's regular rate of pay.

(f) Accumulation and Carry-Over of Statutory Paid Sick Leave

Eligible employees may carry over up to 40 hours of unused accrued statutory paid sick leave from the current employment year (calculated based on anniversary date of hire in a service worker position) to the next employment year. However, no employee may use more than 40 hours of statutory paid sick leave in any employment year.

(g) Payout

Except as provided in this Section 14.02, an eligible employee shall receive payment of fifty percent (50%) of the employee's accrued, unused statutory paid sick leave, if any, upon death, retirement, resignation and/or termination of employment. For example, if an eligible employee has a balance of ten (10) accrued, unused hours of statutory paid sick leave, the employee shall receive payment for five (5) hours of statutory paid sick leave.

An employee whose employment is terminated for just cause shall not be eligible for payment of any accrued, unused statutory paid sick leave upon termination of employment.

An employee who resigns and/or retires from employment and fails to give advance notice of at least ten (10) working days shall not be eligible for payment of any accrued, unused statutory paid sick leave upon resignation or retirement.

Summary of Benefits: Family Medical Leave

Eligible employees, including part-time employees, may request unpaid family/medical leave for reasons qualifying under the federal Family and Medical Leave Act ("FMLA"). FMLA Leave is provided subject to the FMLA, as amended from time to time.

(a) Eligibility

To be eligible for FMLA leave, an employee must (i) Have worked for the City for at least 12 months; (ii) Have at least 1,250 hours of service with the City in the 12-month period immediately preceding the start of the requested leave; and (iii) Work at a City facility that employs at least fifty (50) employees at that facility or within 75 miles of that facility;

(b) Leave Entitlement

Eligible employees are entitled to FMLA leave as follows:

- Up to 12 workweeks of unpaid leave in a 12-month period for reason(s) qualifying under FMLA; or
- Up to 26 workweeks of unpaid leave in a 12-month period to care for a covered service member as provided under FMLA (Military Caregiver Leave)

(c) Qualifying Reasons

FMLA leave is available only for qualifying reasons (as defined by the FMLA), as follows:

- Birth of employee's child and to care for the newborn child;
- Placement with the employee of a child for adoption or foster care and to care for the newly placed child;
- To care for the employee's spouse, child or parent who has a serious health condition;
- The employee's own serious health condition;
- A qualifying exigency arising out of the fact that the employee's spouse, child or parent is a covered military member on 'covered active duty;
- To care for a covered service member with a serious illness or injury if the eligible employee is the service member's spouse, child, parent or next of kin (Military Caregiver Leave).

(d) Requests for Leave

Use of FMLA leave requires approval of the Library Director. When the need for FMLA is foreseeable, should be submitted to the Library Director at least thirty (30) days in advance of the requested FMLA leave period. In emergency circumstances (e.g., unexpected absence due to illness, injury or other qualifying reason) or when the need for statutory paid sick leave is not reasonably foreseeable, requests should be submitted as soon as practicable under the circumstances. Employees must comply with the City's normal call-in or notification procedures for unexpected absences from work.

Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt City operations.

In requesting leave, an employee must provide the anticipated timing and duration of the leave and must provide sufficient information for the City to determine whether the requested leave may qualify as FMLA leave. An employee also must inform the City if the requested leave is for a reason for which FMLA leave previously was taken or certified.

The City may require employees to provide medical certification(s), periodic status reports and/or periodic recertification(s) in support of the need for leave. The City also may require employees who take leave for their own serious health condition to provide a 'fitness-for-duty' certification before returning to work from FMLA leave.

An employee may be required to use any accrued paid leave (e.g., Sick Days, vacation, statutory paid sick leave) concurrently with FMLA leave.

Paid leave (e.g., Sick Days, vacation, statutory paid sick leave) does not accrue during any period of FMLA which is unpaid.

(e) Health Insurance/ Benefits

An employee's existing group health insurance coverage will continue during FMLA leave on the same terms and conditions applicable to the employee when working.

Employees on FMLA leave remain responsible for payment of their regular employee share of the premium(s) for group health insurance coverage. Failure to make required premium payments may result in loss of coverage.

APPENDIX E
Side Letter Agreements

SIDE LETTER AGREEMENT

BETWEEN

THE CITY OF DERBY

-and-

**LOCAL 1303-420 OF COUNCIL 4 AFSCME, AFL-CIO
(Library)**

RE: SALARY REOPENER FOR 2017-2018 AND 2018-2019

This Side Letter Agreement is entered into by and between the City of Derby ("City") and Local 1303-420 of Council 4, American Federation of State, County and Municipal Employees (AFSCME), AFL- CIO ("Union").

WHEREAS, the City and the Union have entered into a collective bargaining agreement for the period from July 1, 2016 through June 30, 2019 (the "Agreement"); and

WHEREAS, pursuant to Article 20, Section 20.01 of the Agreement, the City and the Union agreed to reopen the Agreement for the sole purpose of negotiating wages for fiscal years 2017-2018 and 2018-2019; and

WHEREAS, the City and the Union have engaged in negotiations pursuant to Article 20, Section 20.01 of the Agreement and have agreed to amend Article 20, Section 20.01 and Appendix A of the Agreement as set forth in this Side Letter Agreement,

NOW THEREFORE, the City and the Union agree as follows:

1. Section 20.01 of Article 20 of the Agreement is hereby amended as follows:

Article 20 Wages

Section 20.01- wages

The wage and salary payments shall be in accordance with **Appendix A** attached which shall reflect the following general wage increases:

- A. Effective and retroactive to July 1, 2016, there shall be an annual general wage increase of two (2.0) percent (%) applied to the wage schedule in effect.

- B. Effective and retroactive to July 1, 2017, there shall be an annual general wage increase of zero percent (0%).
- C. Effective July 1, 2018, there shall be an annual general wage increase of three and one-half percent (3.5%).

2. Appendix A of the Agreement is hereby amended as follows:

**APPENDIX A
WAGE SCHEDULE**

APPENDIX A				
DERBY PUBLIC LIBRARY SALARY SCHEDULE				
Wages				
Position	Current Wages 6/30/16	7/1/16 Wages	7/1/17 Wages	7/1/18 Wages
		2.00% Increase	0.00% Increase	3.5% Increase
LIBRARIAN (part time)				
CLASSIFICATION A	\$ 10.58	\$ 10.79	\$ 10.79	\$ 11.17
Library Assistant				
CLASSIFICATION B	\$ 15.29	\$ 15.60	\$ 15.60	\$ 16.15
Cataloguer				
Local Historian				
Publicity Coordinator				
CLASSIFICATION C	\$ 17.64	\$ 17.99	\$ 17.99	\$ 18.62
Tech/Reference Librarian				
Young Adult/Reference				
LIBRARIAN II (full time)				
CLASSIFICATION A	\$35,295-\$41,178	\$36,001-\$42,002	\$36,001-\$42,002	\$37,261-\$43,472
Head of Adult Circulation				
CLASSIFICATION B	\$44,707-\$52,943	\$45,601-\$54,002	\$45,601-\$54,002	\$47,197-\$55,892
Children's Librarian				

3. Notwithstanding anything to the contrary with respect to any past practice of the parties or otherwise, commencing on July 1, 2018, the rates of pay all members of the Union other than Ann Mirasola shall be the rates of pay forth in the Agreement (as amended by this Side Letter Agreement). The City and the Union waive any and all claims with respect to any alleged overpayments received by members of the Union prior to the date of this Side Letter Agreement.

4. Notwithstanding anything to the contrary contained in the Agreement as in effect prior to this Side Letter Agreement or as amended by this Side Letter Agreement, and notwithstanding anything to the contrary with respect to any past practice of the parties, as of the date of this Side Letter Agreement the rate of pay solely for Union member Ann Mirasola in the position of librarian I - Classification B (Cataloguer) shall be the hourly rate of \$18.07 (the "Mirasola Rate"), and such Mirasola Rate shall not apply to any other member of the Union and shall not change the agreed rate of pay for any Union position. While Ann Mirasola holds the position of Librarian I - Classification B (Cataloguer), she shall be entitled to receive the Mirasola Rate together with any percentage pay increases that are provided to union members generally.

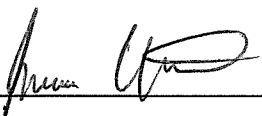
5. The City and the Union agree that nothing in this Side Letter of Agreement shall be deemed to evidence or constitute any prohibited practice or unfair practice or past practice, or any unlawful or prohibited conduct of any kind, and further agree that the parties hereto knowingly and voluntarily waive any such claims.

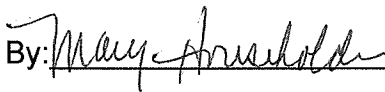
6. Except as expressly provided herein, this Side Letter Agreement does not modify any terms or provisions of the Agreement between the City and the Union.

IN WITNESS WHEREOF, the parties have affixed their signatures hereto:

CITY OF DERBY

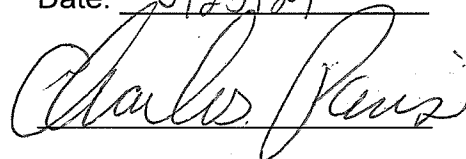
LOCAL 1303-420 OF COUNCIL 4,
AFSCME, AFL-CIO

By: 

By: 

Date: 5-23-24

Date: 5/23/24


5-23-24

Received
 JUN - 5 2024
 Derby, CT Town Clerk's Office

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