

COLLECTIVE BARGAINING AGREEMENT

between

THE TOWN OF NEW FAIRFIELD

and

**NEW FAIRFIELD FREE PUBLIC LIBRARY EMPLOYEES
LOCAL 1303-305 OF CONNECTICUT COUNCIL #4
AFSCME, AFL-CIO**

July 1, 2021 through June 30, 2024

PREAMBLE

The Town and the Union agree to continue to participate in a spirit of harmony and cooperation in order to promote the wellbeing of the employees of the Town.

ARTICLE 1 - RECOGNITION

Section 1.0 - Recognition. The Town hereby recognizes AFSCME Local 1303-305, (hereinafter the "Union"), as the sole and exclusive bargaining agent with respect to wages, hours, and other conditions of employment for the employees covered by this Agreement (hereinafter "employee(s)").

Section 1.1 - Bargaining Unit. The employees covered by this Agreement are all full-time and part-time Free Public Library employees excluding elected and appointed officials, supervisory employees, the Library Director, Secretary to the Library Board of Trustees, the Library Page, part-time employees who are scheduled to work less than 25 hours or 5 days per month and such other employees as may be excluded by 7-467, C.G.S., et. seq.

Section 1.2 - Management Prerogatives. Except as specifically relinquished, abridged or limited by a specific provision of this Agreement, it is agreed that the Town has retained all rights and privileges, whether exercised or not, it had prior to the signing of this Agreement. The right to manage the business of the Free Public Library (the "Library") and direct the working force of the Library as defined herein, is vested exclusively in the Town and its Library Board of Trustees, which right shall include, but shall not be limited to, the right to hire, promote and demote; to suspend, discharge or otherwise discipline for just cause; to maintain discipline and efficiency of employees and prescribe reasonable rules to that end; to layoff; to dismiss; to determine the extent to which work or employment shall be increased or reduced, including the exclusive right to plan, direct and control Library operations; and to change equipment or facilities.

ARTICLE 2 - UNION SECURITY

Section 2.0 - Checkoff. The Town agrees to deduct monthly Union dues or fees, other than agency fees, as the case may be from payroll checks of each employee who voluntarily and in writing gives the Town notice that it authorizes such deduction in the amount certified by the Union. The specific payroll check or checks each month from which deductions are made shall be determined by the Town and the Union but shall be uniformly applied to all employees.

Section 2.1- Remittance. The Town agrees to remit to the person and place designated by the Union all dues together with a report which will show the name of each employee and the amount of money deducted. The Union shall provide employee signed payroll authorization cards to the Town.

Section 2.2 - Save Harmless. The Union agrees to defend and save harmless the Town from any claims, actions, damages or other loss, including attorney's fees and costs, which may arise from the Town's enforcement of and compliance with Article 2.

ARTICLE 3 - SENIORITY

Section 3.0 - Seniority Defined. Seniority shall be calculated and defined on two (2) separate bases for application within the body of this Agreement. Seniority for part-time employees shall be prorated based on regularly scheduled annual hours worked (excluding overtime) divided by 1820.

A. **Job Classification Seniority.**

Job Classification (Job Title) Seniority is defined as the employee's total length of continuous service in the employee's current position.

B. **Town Wide Seniority.**

Town Wide Seniority is defined as the employee's total length of continuous service with the Town.

Section 3.1 - Seniority List. The Town shall prepare and maintain a seniority list showing the seniority order and date of entry for the Job Classification Seniority and the Town Wide Seniority for all employees. The Town will furnish the Union with a copy of the list upon request.

Section 3.2 - Probationary Period. A newly hired employee shall serve a probationary period of six (6) months from the date the employee assumes his/her position with the Town. Upon completion of three (3) months the Town will promptly provide the employee with a performance review in writing. The Town may extend the full six (6) months probationary period for an additional three (3) months provided that the Town notify the employee and the Union during the seven (7) day period immediately prior to the expiration of the probationary period of its intention to extend the probationary period. The notice shall be in writing and shall state the specific reason or reasons for the extension. During such probationary period the employee shall be entitled to representation by the Union, but actions taken with respect to discipline and discharge or other termination shall be in the sole discretion of the Town and shall not be subject to the grievance and arbitration procedure. Upon completion of the probationary period, the employee's seniority shall date back to the date of hire.

Section 3.3- Job Posting. All job vacancies shall be posted for a period of at least five (5) work days prior to filling the job. Any employee interested in applying for the job shall notify the Town in writing.

Section 3.4 - Layoff. In the event of a reduction in force or the elimination of a bargaining unit position, employees shall be laid off by classification in reverse order of the employees Job Classification Seniority. Full-time employees may exercise their Town-Wide Seniority to bump part-time employees with less Town-Wide Seniority in an equal or lower job classification provided that the employee is qualified to perform the required work.

Section 3.5- Recall. A laid off employee (full-time or part-time) is subject to recall within the employees last held job classification for a period of one (1) year from the date of layoff. Order

of recall shall be by Job Classification Seniority. No employee shall be hired until all laid off employees who previously held the job classification have had an opportunity to fill the open position. Seniority will not accrue during any period of layoff. A full-time employee who has been reduced to part-time as a result of a layoff may exercise recall rights to the former full-time position.

ARTICLE 4 - HOURS OF WORK AND OVERTIME

Section 4.0 - Hours of Work. Full-time employees are those employees who are regularly scheduled for a minimum of thirty-five (35) hours per week. Part-time employees are those employees who are regularly scheduled for no more than twenty-six (26) hours per week.

Section 4.1 - Work Schedule. The Library Director shall develop, and distribute to Library employees, a work schedule for each employee, both full-time and part-time, consistent with the operating hours of the Free Public Library, as established from time to time by the Library Board. In creating such schedule, the Library Director shall provide full-time employees with two (2) consecutive days off in a week whenever possible.

Section 4.2 - Lunch Schedule. Each employee shall receive a one-half (1/2) hour unpaid lunch break which will be scheduled by the Library Director. Lunch hours will be scheduled to ensure coverage of the Library during the operating period.

Section 4.3 - Overtime. An employee who works in excess of regularly scheduled hours in any work week shall be paid straight time to forty (40) hours and one and one-half (1-1/2) times the employee's regular hourly rate of pay for all such work in excess of forty (40) hours. No overtime shall be worked without prior written approval of the Library Director or, in the absence of the Library Director, the Library Board Chairman.

Section 4.4 - Compensatory Time Off. To the extent permitted by law, an employee may elect to take compensatory time off in lieu of overtime pay. Such compensatory time shall accrue at the applicable overtime rate. Compensatory time off may be taken at any time subject to the approval of the Library Director.

Section 4.5 - Assignment of Overtime. The Town reserves the right to schedule temporary library clerks (non-bargaining unit) to fill vacancies created by extended employee absences or turnover. However, when overtime opportunities arise for bargaining unit employees, the overtime shall be distributed by rotation among the employees in the order of overtime hours charged and/or worked. For rotation of overtime, full-time and part-time employees shall be one group, except that full-time employees' eligibility for overtime is limited to a maximum of five (5) hours per pay week. Said maximum shall not apply to Sunday work or when all part-time employees have worked forty (40) hours or are not available for the overtime work. Employees who work the overtime or who refuse overtime or who are not available when the overtime assignments arise shall be charged with the overtime hours. When no employee voluntarily accepts an overtime assignment, employees may be ordered in on a rotating basis. Errors in the assignment of overtime shall be corrected by offering the bypassed employee(s) the next available overtime work.

Section 4.6 - Librarians. Librarians are salaried employees exempt from the overtime and compensatory time provisions of this Article. However, with the advance approval of the Library Director, Librarians may adjust their work hours on an hour for hour basis.

Section 4.7 - Sunday Work. This Section shall become operative and apply to any Sunday work scheduled by the Library Board on or after September 1, 1996. Employees shall be scheduled to work Sundays on a voluntary, rotating basis. Clerks shall be scheduled at least one (1) month in advance. Librarians shall be scheduled at least three (3) months in advance. When there is an insufficient number of Clerks volunteering for Sunday work, the Library Director may order in such employees on a rotating basis. When there is an insufficient number of Librarians volunteering for Sunday work, the Library Director will seek outside librarians to fill the schedule; if no outside librarians are available, then the Library Director may order in the Librarians on a rotating basis. Hourly paid employees other than Librarians shall be paid at the rate of time and one-half (1-1/2) for all hours worked on Sundays. Effective January 1, 2010, Librarians (Non-MLS) shall be paid a stipend of \$111.65 for each Sunday worked and for Librarians (MLS), the Sunday stipend shall be \$152.25. On each successive January 1st through January 1, 2014, the Non-MLS and MLS Librarian Sunday stipend shall be increased in the same amount as the General Wage Increase that is applied to the Non-MLS and MLS Librarian base salaries.

Section 4.8 - Inclement Weather. Employees shall make every reasonable effort to report as scheduled in inclement weather or other emergency conditions. In the event that an employee is unable to report for work, she may (1) either be absent (without pay) or (2) charge the day (in 1/2 day increments) against her leave time (personal days or vacation days) account. Employees will be excused from work without loss of pay when the library is closed due to inclement weather or other emergency conditions.

ARTICLE 5 – HOLIDAYS

Section 5.0- Holiday Schedule. The holidays that shall be observed each year are listed in Exhibit B of this Agreement.

Section 5.1 - Holiday Pay - Full-Time Employees. Full-time employees shall receive holiday pay for thirteen holidays each year. If the holiday falls on a day when the employee is scheduled to be off, the employee will receive an extra day's pay at straight time in lieu of the holiday. If the holiday falls on a day when the library is open and the employee is scheduled to work, the employee shall receive holiday pay (straight time pay for the number of hours regularly scheduled on the holiday) in addition to straight time pay for hours worked on the holiday.

Section 5.2 - Holiday Pay - Part-Time Employees. Part-time employees shall receive holiday pay for those holidays which fall on days they are normally scheduled to work. If the holiday falls on a day when the library is open and the employee is scheduled to work, the employee shall receive holiday pay (straight time pay for the number of hours regularly scheduled on the holiday) in addition to straight time pay for hours worked on the holiday.

Section 5.3 - Eligibility For Holiday Pay. To be eligible for holiday pay, employees shall work as scheduled on the last work day preceding the holiday and the first work day after the holiday, except for bona fide illness or emergency substantiated by written documentation.

Section 5.4 - Holidays During Vacation. When a holiday falls during an employee's vacation, the vacation shall be extended by one (1) day for each holiday.

ARTICLE 6 - VACATIONS

Section 6.0 - Vacation Schedule. Full-time employees shall be eligible for paid vacations in accordance with the following schedule:

<u>Service</u>	<u>Work Weeks</u>
After one (1) year of employment	2
After five (5) years of employment	3
After ten (10) years of employment	4
After twenty-one (21) years of employment	4 plus 1 day
After twenty-two (22) years of employment	4 plus 2 days
After twenty-three (23) years of employment	4 plus 3 days
After twenty-four (24) years of employment	4 plus 4 days
After twenty-five (25) years of employment	5

Town Wide Seniority shall be used for vacation length calculation. The First Selectman may grant up to three (3) days of vacation leave to any employee with less than one year Town Wide Seniority. Any leave so granted by the First Selectman shall be credited against vacation leave earned after one (1) year of employment.

Section 6.1 - Vacation Year. The vacation year shall be July 1st through June 30th. Each full-time employee shall be credited with vacation on July 1st based upon the employee's Town Wide Seniority as of the previous June 30th.

Section 6.2 - Vacation Selection. Vacations may be taken at any time throughout the year in increments no smaller than one-half (1/2) work day. Scheduling will be subject to the approval of the Library Director. No vacation will be unreasonably denied.

Section 6.3 - Vacation Carry-Over. An employee may carry over a maximum of five (5) days of vacation into the next fiscal year, upon written application to and subject to prior written approval of the First Selectman or designee. Requests for carryover must be submitted no later than June 15th.

Section 6.4 - Payment In Lieu Of Vacation. Payment in lieu of vacation shall not be permitted except that an employee who terminates his/her employment with at least two weeks prior notice shall be paid for all unused vacation. No employee who is terminated for cause shall be entitled to a vacation payout. In the event of an employee's death, the employee's estate or named beneficiary shall receive any payment for unused vacation which is due.

ARTICLE 7- LEAVE PROVISIONS FOR FULL-TIME EMPLOYEES

Section 7.0 - Sick Leave. Each full-time employee shall receive unlimited sick leave during the pendency of a debilitating illness (including pregnancy-related disabilities) or injury of six months or less duration. Such employee shall be paid at 100% of base wages for the first ten (10) days of absence and at 66-2/3% of base wages from the eleventh (11th) day of absence through the one hundred thirtieth (130th) day of absence. If an employee is unable to pursue his employment with the Town for a period of time exceeding six months as a result of a debilitating illness (including pregnancy-related disabilities) or injury, the employee shall receive benefits pursuant to the applicable long term disability insurance policy for months seven (beginning with the one hundred thirty-first (131st) day of absence) through twelve of the disability. Whenever an employee is reimbursed by a third party (except proceeds from an insurance plan paid for by the employee) for lost wages due to injury or illness, the employee shall receive the disability benefits provided by this Section less the third party payment for lost wages.

The First Selectman or designee may require a doctor's certificate from any employee who uses any sick leave of more than one (1) day provided that the First Selectman or designee has a good faith belief that the employee is abusing the sick leave program. For the purposes of this section, any sick leave of long duration is defined as an illness or injury of more than five (5) work days. In the case of sick leave of long duration, the First Selectman or designee may require periodic statements as to the employee's condition from a physician who is caring for the employee. In any case where the illness or injury results in an absence of fifteen (15) work days, the First Selectman or designee may require the employee to submit to an examination by a Doctor designated by the First Selectman or designee. Said examination shall be at Town expense.

If any illness or injury results in a disability of more than six months duration, the Town shall have the right to retire or discharge the employee if the medical prognosis indicates that the employee will not be able to return to the position that was held prior to the injury or illness or after the employee has been absent for twelve months, whichever is earlier.

For the purpose of this Section, date of disability is the first day the employee was unable to report to work due to the disabling illness or injury. Successive periods of disability separated by less than two calendar months are considered as the same disability when the cause of disability remains the same.

Section 7.1 - Sickness in Family Leave. Full-time employees may use up to four (4) sick days each year for the purpose of attending to a member of the employee's immediate family who is sick or injured. Immediate family is defined as the employee's parent, spouse, child or other dependent relative.

Section 7.2 - Bereavement Leave. Full-time employees are entitled to up to four (4) consecutive working days bereavement leave with pay at the time of death of a spouse, parent, child, grandchild, brother or sister, and two (2) working days for the death of a grandparent, father-in-law, mother-in-law, brother-in-law or sister-in-law. At the discretion of the First Selectman, where unusual circumstances and equity dictate, one (1) working day may be granted with pay at

the time of death of any other person not described in this section in order to attend the funeral of that person.

Section 7.3 – Jury Duty Leave. Employees shall be entitled to full pay at the current base rate for absence due to jury duty provided that reimbursement for same and regular pay together does not exceed employee's regular wage. The employee shall give adequate notice of the jury call so that an appeal to be excused from jury duty can be made.

Section 7.4 - Military Leave. An employee who is a member of the National Guard or Naval Militia, or of the military or naval forces of the United States and is required to undergo field training will receive the difference between his/her salary and payment received from the government, exclusive of the travel allowance, for a period of up to two (2) weeks per year.

Section 7.5 - Child Rearing Leave. An employee shall receive unpaid leave following the birth or adoption of that employee's child pursuant to applicable Federal and/or State law. Should applicable Federal and/or State law be repealed, a full-time employee shall receive up to two (2) months unpaid leave.

Section 7.6 - Leave of Absence Without Pay. Any full-time employee may be granted an unpaid leave of absence of up to one (1) year for pressing personal reasons. Upon conclusion of the leave, the employee may be returned to his/her former job classification. Medical insurance will be maintained by the Town for sixty (60) days during the leave. Seniority will be frozen during the leave. Denial of a requested leave of absence is not grievable.

Section 7.7 - Personal Leave. Each full-time employee will be entitled to three (3) personal days off without loss of pay each year. Personal days shall be scheduled in no less than half-day increments. Personal days do not accumulate from year to year. An employee will be paid for unused personal leave at termination of employment, provided that the employee has given the Town at least two (2) weeks' notice of his or her intent to leave the employ of the Town and has continued to work at his job for the two week period following the giving of notice. An employee shall be ineligible for said payment if during the two week period following notice he is absent more than two days by virtue of his use of bereavement leave or sick leave. If the employee is absent as a result of his use of any other type of leave, he shall be ineligible for this payment. Employees terminated for cause shall be ineligible for this payment.

ARTICLE 8- LEAVE PROVISIONS FOR PART-TIME EMPLOYEES

Section 8.0. Part-time employees are eligible for jury duty leave and military leave in accordance with Sections 7.3 and 7.4 of this Agreement. Part-time employees may also be eligible for child rearing leave in accordance with Section 7.5 of this Agreement, if eligible under applicable Federal and/or State law.

Section 8.1 - Leave of Absence Without Pay. A part-time employee may be granted an unpaid leave of absence of up to two (2) months at the sole discretion of the Library Board, upon the recommendation of the Library Director. Upon conclusion of the leave, the employee may be

returned to his/her former job classification. Seniority will be frozen during the leave. Denial of a requested leave of absence is not grievable.

Section 8.2 - Paid Leave.

- A. Part-time employees hired before January 1, 2002 who are regularly scheduled for twenty (20) or less hours per week shall be eligible for paid leave in accordance with the following schedule:

After three (3) years of employment, paid leave equal to the number of hours regularly scheduled for one work week.

After five (5) years of employment, paid leave equal to the number of hours regularly scheduled for two work weeks.

- B. Part-time employees who are regularly scheduled for twenty-one (21) or more hours per week shall be eligible for paid leave in accordance with the following schedule:

After three (3) years of employment, paid leave equal to the number of hours regularly scheduled for two work weeks.

After five (5) years of employment, paid leave equal to the number of hours regularly scheduled for three work weeks.

- C. For employees who are eligible for paid leave under Sections 8.2A and 8.2B, payment in lieu of paid leave shall not be permitted. However, an eligible employee who terminates his/her employment shall be paid for all unused paid leave for that year. No employee who is terminated for cause shall be entitled to this payout. In the event of an employee's death, the employee's estate or named beneficiary shall receive any payment for unused paid leave time which is due.

- D. Part-time employees may be eligible to accrue and use sick days off without loss of pay in accordance with the Connecticut Paid Sick Leave Act, CGS 31-57r.

ARTICLE 9 - WAGES

Section 9.0 - Wage Schedule. Wages for all employees are as set forth in Exhibit A which is appended to and made part of this Agreement.

Section 9.1 - Vehicle Reimbursement. An employee who uses his/her personal vehicle in the service of the Town shall be reimbursed for mileage at the allowable I.R.S. rate. An employee shall only use his/her personal vehicle for Town service if a Town vehicle is not available.

Section 9.2 - Educational Reimbursement. The Town will continue to reimburse employees for job-related seminars and courses in accordance with current practice.

Section 9.3 - Longevity Pay. Each employee who is employed at least twenty (20) hours per week shall be paid the following annual longevity, payable in the second pay period of July based on years of service completed in the current calendar year:

Completion of 5 Yrs. of Service	-	\$150
Completion of 10 Yrs. of Service	-	\$250
Completion of 15 Yrs. of Service	-	\$350
Completion of 20 Yrs. of Service		\$450

Section 9.4 - Performance Award Program. In any year that funding is available in the Library's budget, a total of up to \$2,000 will be distributed among those employees who have proven outstanding job performance. The awards will be determined by the First Selectman, with input from the Library Director, using the following criteria:

- Service to the public
- Attendance, including punctuality
- Effectiveness and problem-solving
- Competency and Efficiency
- Cooperation
- Personnel File

Performance awards will be distributed in the last pay period of June in any fiscal year when they are awarded. Any disputes concerning the granting or withholding of such an award shall not be subject to the grievance and arbitration procedure. Employees may be nominated for such an award by another employee. The final decision, however, shall be in the discretion of the First Selectman or designee.

ARTICLE 10- INSURANCE AND PENSION

Section 10.0 - Health Insurance Coverage. The Town shall provide for each full-time employee and his/her eligible dependents health insurance benefits as set forth below. The Town reserves the right to change health insurance carriers and/or self-insure and/or fully-insure provided the level of benefits remains comparable to the benefits of the plan in place at the time of the change when viewed as a whole. Prior to implementing a change in carrier, the Town shall give the Union at least 30 days' notice.

Effective July 1, 2015

Effective July 1, 2015, the Town shall offer as the only health insurance plan a high deductible health plan with an HSA having the following features:

Deductible: \$1,750 for single/\$3,500 for family and employee plus one

Coinsurance: 90% for in-network services
70% for out-of-network services

Out of Pocket

Maximum: \$3,000/\$6,000 for in-network services
\$4,000/\$8,000 for out-of-network services

Prescriptions: Subject to the deductible and treated like any other expense; and subject to 10% co-insurance after the deductible and out of pocket maximums.

HSA

Contribution:

Each July 1, the Town shall contribute into the HSA \$875 for those with individual coverage and \$1,750 for those with family coverage.

Employee Cost

Contribution: The employee shall pay the following of the projected HDHP cost:

Effective July 1, 2019:	17.5% of the projected HDHP premium cost
Effective July 1, 2020:	18.0% of the projected HDHP premium cost

The Town shall prorate its contribution of its share of the deductible into the HSA for employees hired mid-year (after July and before June 30) based upon the number of months into the year the employee is hired. For example, for an employee hired in September 1, the Town shall contribute 9/12 or 75% of its share of the deductible into the HSA. The Town shall contribute its share of the HSA contribution obligation for mid-year hires no later than 30 days after the employee's first day of participation in the insurance.

Mirror HRA: For employees who are ineligible to participate in the HSA, a mirror HRA will be provided.

Retirees: The Town shall not contribute into the HAS of any employee who elects to continue with the employment with the Town after retirement or who leaves employment with the Town.

Dental Insurance:

The Town shall continue the existing plan and contribution method, except that employee cost share contributions shall be the same as the cost share contributions for the HDHP health insurance plan.

Excise Tax:

Should any federal statute or regulation pertaining to the ACA be mandated to take effect during the term of this Agreement, triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations in accordance with MERA. During such mid-term negotiations; the parties will reopen this Insurance Benefits Section for the purpose of addressing the impact of the excise tax. No other provision of the contract shall be reopened during such mid-term negotiations.

The employee premium share amount shall be paid by payroll deduction.

Section 10.1. The Town shall maintain a "Section 125" Salary Reduction Agreement which shall be designed to permit exclusion of the employee's share of health insurance premiums from the employee's taxable income. The Town makes no representations or guarantees as to the initial or continued viability of such a Salary Reduction Agreement. So long as the Town makes a good faith effort to comply with this paragraph, neither the Union nor any employee covered by this Agreement shall make any claim or demand, nor maintain any action against the Town or any of its members or agents for taxes, penalties, interest or other cost or loss arising from a flaw or defect in the Salary Reduction Agreement, or from a change in law which may reduce or eliminate the employee tax benefits to be derived therefrom, except for available remedies, if any, pursuant to M.E.R.A. This waiver on the part of the Union shall not extend to acts which may be committed by the Town or its agent(s) other than acts in furtherance of the I.R.C. Section 125 plan.

Section 10.2. Should substantially comparable health insurance coverage become available through the State of Connecticut health insurance plans, or a similar pooling concept, the Union may request the Town to meet and confer on the possibility of implementing such alternative coverage if such coverage is proven to be a cost savings to the Town and the employees. The Town has no obligation to meet and confer with the Union; however, if the Town does agree to meet and confer with the Union, the resulting discussions shall not be construed as a reopener of any provision of this Agreement and shall not be subject to the provisions of MERA that govern collective bargaining agreement reopeners and binding arbitration.

Section 10.3 - Life Insurance. The Town, at Town expense, shall provide each full-time employee with group life and accidental death and dismemberment insurance in the amount of fifty thousand dollars (\$50,000).

Section 10.4 - Long Term Disability. For full-time employees, the Town shall continue to maintain the long term disability plan currently in effect at no cost to the employee.

Section 10.5 - Retirement Plan. The Town of New Fairfield Retirement Income Plan as last amended effective January 1, 1994 (herein referred to as "Pension Plan") is the retirement plan for all full-time employees and is made part of this Agreement.

Section 10.6 - Tax Sheltered Annuity Plan. The Town agrees to provide a tax sheltered annuity plan for all employees who choose to participate. The plan shall conform to guidelines set forth for Governmental Deferred Compensation Plan (26 USC 457).

ARTICLE 11- DISCIPLINARY PROCEDURE

Section 11.0 - Discipline and Discharge. No employee shall be discharged or otherwise disciplined except for just cause; except that the Town shall have the right in its sole discretion to discharge any employee during such employee's probationary period.

Section 11.1 - Progressive Discipline. Discipline shall be administered in a fair and equitable manner. Discipline shall be progressive and shall normally include the following actions:

1. oral warning;
2. written warning;
3. suspension;
4. discharge.

However, discipline for severe infractions, including, but not limited to, stealing, defrauding the Town, gross misconduct, may result in immediate suspension or discharge.

Section 11.2- Notice of Discipline. Notice of all disciplinary actions will be given to the employee in writing at the time that the disciplinary action is instituted. The notice shall state the reason or reasons for the actions taken. The Union will be promptly notified of all disciplinary actions taken against any employee.

ARTICLE 12- MISCELLANEOUS

Section 12.0 - Separability. If any section, sentence, clause or phrase of this Agreement shall be held for any reason to be inoperative, void or invalid, the validity of the remaining portions of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof or provision herein shall become inoperative or fail by reason of invalidity of any other portion or provision and the parties do hereby declare that it would have severally approved of and adopted the provisions contained herein, separately and apart from the other.

Section 12.1 - Bulletin Boards. The Town shall provide the Union access to one bulletin board in the Library.

Section 12.2- Scope of Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement each party had the unlimited rights and opportunity to make demands and offer proposals with respect to all matters subject to collective bargaining. All understandings which have been arrived at in the exercise of this collective bargaining process are set forth in this Agreement. Consistent herewith, the Town and the Union agree that this

Agreement is a complete Agreement and that all matters concerning wages, hours and conditions of employment have been bargained.

This Agreement may not be amended or modified in any respect unless said amendment or modification is set forth in a written document signed on behalf of the parties to this Agreement by their duly authorized officers and representatives.

Section 12.3-Employees shall suffer no loss of pay and benefits as a result of the library closing for construction and renovations. Employees understand that they may be relocated to another Town facility during such times to perform their regular duties and functions. Their regular duties may need to be reasonably adjusted due to relocation, but shall be in keeping with their related duties.

ARTICLE 13- GRIEVANCE AND ARBITRATION

Section 13.0 - Grievance Procedure. This procedure is established to ensure an equitable resolution of problems arising out of the employer-employee relationship between the Town and the Union and to provide a means and method of settling disputes on as low an administrative level as possible and thereby achieve maximum efficiency as well as the highest morale among the employees.

Section 13.1 - Definitions. A Grievance for the purpose of this procedure shall be deemed to be an employee or Union complaint involving a matter relating to the interpretation and application of the specific terms and conditions of this Agreement.

Section 13.2 - Time Extensions. Time extensions beyond those set forth in this Article may be agreed upon by mutual written consent of the parties hereto.

Section 13.3.

Step One- Library Director

Within ten (10) working days of the date of occurrence giving rise to the grievance or ten (10) working days from the time the aggrieved knew or should have known, whichever later occurs, the aggrieved may submit the grievance in writing to the Library Director. The Library Director shall schedule a meeting as soon as possible and no later than three (3) working days with all those concerned to discuss the grievance. No grievance settlement at this step shall be final and binding upon the Town unless or until such settlement is reduced to writing and approved by the First Selectman.

Step Two - First Selectman

If the grievance is not resolved at the Step 1 level meeting, the aggrieved may, within three (3) working days following the date of the discussion at the Step 1 level, the aggrieved may submit the grievance in writing to the First Selectman or his/her designee. The First Selectman or his/her designee shall schedule a meeting within three (3) working days with all those concerned to discuss

the grievance. The decision of the First Selectman or his/her designee shall be delivered in writing to the employee and to the Union Representative within three (3) working days after the meeting.

Step Three - Arbitration

If the grievance shall not have been disposed of at Step 2 to the satisfaction of the Union, the Union shall have the right to submit the grievance for final resolution to the American Arbitration Association within ten (10) working days after the date of the decision by the First Selectman.

Section 13.4 - Decision Final and Binding. The decision of the arbitrator(s) shall be final and binding upon both parties but shall not contravene or alter the specific terms of this Agreement. Nothing herein shall be construed as a waiver by either party of such statutory rights as either party may have to judicial review or enforcement.

Section 13.5 - Costs of Arbitration. The costs of arbitration shall be borne equally by both parties except that costs of representation are the sole responsibility of the party retaining representation.

Section 13.6 - Union Representation. One (1) union official and the grievant shall be granted time off with full pay for grievance hearings which occur during working hours. Other than as provided herein, no union official and no employee shall conduct or participate in union business during working hours or on Town premises without the permission of the First Selectman or designee.

ARTICLE 14 - DURATION

Section 14.0 - Effective Date - Termination. Unless otherwise provided within the body of this Agreement, this Agreement shall become effective when signed and shall remain in full force and effect through June 30, 2024. Negotiations for a successor Agreement shall be governed by applicable law.

NEW FAIRFIELD LIBRARY EMPLOYEES

EXHIBIT A

2021-2023 SALARY SCHEDULE

Position	Effective July 1, 2021	Effective July 1, 2022	Effective July 1, 2023
Librarian			
MLS	\$ 66,237.43	\$ 67,727.77	\$ 69,251.64
Non-MLS	\$ 61,367.00	\$ 62,747.76	\$ 64,159.58
Librarian (Part Time)			
MLS	\$ 30.17	\$ 30.85	\$ 31.54
Non-MLS	\$ 22.58	\$ 23.09	\$ 23.61
Program Coordinator (Part Time)	\$ 22.58	\$ 23.09	\$ 23.61
Technical Services/ Reference Clerk	\$ 21.50	\$ 21.98	\$ 22.47
Circulation Clerk	\$ 20.99	\$ 21.46	\$ 21.94
Library Clerk (Part Time)	\$ 18.49	\$ 18.91	\$ 19.34

Newly hired employees or individuals promoted to a higher paying classification shall be paid at a rate fixed by the Library Board but in no event less than 15% below the job rate in the first year of employment, nor less than 10% below job rate in the second year of employment, nor less than 5% below the job rate in the third year of employment. In the fourth year and each year thereafter, the employee shall be paid at the job rate.

All employees shall receive a 2.0 % wage increase retroactive to July 1, 2021 for employees on the payroll when the retroactive payment is made ; a 2.25% wage increase effective July 1, 2022; and a 2.25% wage increase effective July 1, 2023.

IN WITNESS WHEREOF, the parties have caused their names to be signed on this day

21st day of April, 2022.


TOWN OF NEW FAIRFIELD

NEW FAIRFIELD FREE PUBLIC
LIBRARY EMPLOYEES LOCAL 1303-305
OF CONNECTICUT COUNCIL #4
AFSCME, AFL-CIO


Signed: First Selectman

Signed: President

Signed:


Signed: Staff Representative
Connecticut Council 4
AFSCME, AFL-CIO

