

AGREEMENT
BETWEEN
TOWN OF MANCHESTER, CONNECTICUT
AND
THE MANCHESTER LIBRARY UNION,
LOCAL 991, AFSCME

July 1, 2023 – June 30, 2026

INDEX

	<u>PAGE</u>
ARTICLE I	PREAMBLE 3
ARTICLE II	RECOGNITION CLAUSE 3
ARTICLE III	MANAGEMENT RIGHTS CLAUSE..... 3
ARTICLE IV	NONDISCRIMINATION..... 4
ARTICLE V	UNION SECURITY 4
ARTICLE VI	SENIORITY..... 5
ARTICLE VII	NO STRIKE AND NO LOCKOUT 7
ARTICLE VIII	LABOR AND MANAGEMENT MEETINGS 7
ARTICLE IX	HOURS OF WORK..... 8
ARTICLE X	HOLIDAYS 11
ARTICLE XI	ANNUAL LEAVE..... 12
ARTICLE XII	SICK LEAVE..... 13
ARTICLE XIII	LEAVE PROVISIONS 17
ARTICLE XIV	WORK BY MANAGEMENT 21
ARTICLE XV	SAFETY..... 21
ARTICLE XVI	EMPLOYEE DISCIPLINE..... 22
ARTICLE XVII	GRIEVANCE PROCEDURE..... 22
ARTICLE XVIII	WAGES 24
ARTICLE XIX	INSURANCE AND PENSION 26
ARTICLE XX	HEALTH..... 32
ARTICLE XXI	ENTIRE AGREEMENT 32
ARTICLE XXII	SAVINGS CLAUSE..... 32
ARTICLE XXIII	DURATION..... 32
SIGNATURE PAGE 33

APPENDICES

APPENDIX A	SALARY SCHEDULES.....	34
APPENDIX B	USE OF PART-TIME AND TEMPORARY EMPLOYEES	38
APPENDIX C	TEMPORARY LIMITED DUTY EXPLANATION PACKAGE	39
APPENDIX D	HEALTH INSURANCE MATRIX	44

ARTICLE I - PREAMBLE

This Agreement is entered into by and between the Town of Manchester, hereinafter referred to as the Town, and the Manchester Library Union, Local 991 of Connecticut Council 4, AFSCME, AFL-CIO, hereinafter referred to as the Union.

This Agreement is designed to encourage and promote effective and progressive library service in the public interest, maintain and promote a harmonious relationship between the Union and the Town, and provide for an equitable and orderly procedure for the resolution of differences in accordance with the provisions specified herein.

ARTICLE II - RECOGNITION CLAUSE

The Town recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, and conditions of employment for all Library employees regularly scheduled to work twenty (20) hours or more per week for the Manchester Public Library system except the Library Director, Assistant Library Director, Librarian III, Associate Senior Librarian, Administrative Assistant to the Library Director, Library Pages, seasonal employees and temporary employees.

Seasonal employees are hired during certain months of the year to perform seasonal-related duties for a period not to exceed six (6) months. Temporary employees, as defined by the Town of Manchester's Personnel Rules, may be used to fill a position created by the temporary absence of a regular full-time or regular part-time employee.

ARTICLE III - MANAGEMENT RIGHTS CLAUSE

The Town or its designee, subject to the provisions of the Manchester Town Charter and Connecticut State Statutes, has and will continue to retain, whether exercised or not, all of the rights and authority heretofore had by it, and including but not limited to the following:

Establishing goals and standards and approving aims, policies, and regulations to support those goals; evaluating the success of the programs; to supervise and direct the working forces; to recommend to the Town Board of Directors the nature of work and qualifications for positions and to appoint, promote, demote, allocate, assign and transfer personnel and to determine the standards of selection for employment; to schedule and assign work; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to determine the means, methods, processes, materials, procedures and schedules by which such operations and services shall be made or purchased; to make and enforce reasonable rules and regulations; to discipline, suspend or to discharge employees for just cause; to relieve its employees from duty because of lack of work or for other legitimate reasons; to change or eliminate existing methods, equipment or facilities and all other rights possessed by the Town prior to the signing of this Agreement.

The above rights, responsibilities and prerogatives are inherent in the Town or its designee by virtue of statutory and charter provisions. Such rights may not be subject to review except those specifically abridged or modified by this Agreement.

ARTICLE IV - NONDISCRIMINATION

Section 1. Neither the Town nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, creed, color, handicap, national origin, age, sex, gender identity or sexual orientation.

ARTICLE V - UNION SECURITY

Section 1. The Town agrees to deduct from the pay of those employees who authorize such deductions from their wages, such membership dues as may be fixed by the Union. Such deductions shall continue for the duration of this Agreement or any extension thereof. The Union shall on a yearly basis notify the Library Director and the Town of Manchester's Director of Administrative Services, in writing, of the current rates of all Union membership dues for the bargaining unit.

The Town further agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization executed by the employee. Such authorization may be revoked by the employee at any time by giving at least two weeks written notice to both the Town and the Union.

Section 2. Deductions pursuant to Section 1 shall be made each month and shall be remitted to AFSCME Council 4 not later than the last day of said month. The monthly remittance to the Union will be accompanied by a list of the names of employees from whose wages such deductions have been made and the amount deducted during the period covered by the remittance.

Section 3. No payroll deduction of dues shall be made during a payroll period in which earnings are insufficient to cover the amount of the deduction, nor shall such be made from subsequent payrolls to cover the period in question.

Section 4. The Union shall indemnify, defend, and save the Town harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the Town in complying with the provisions of this Article.

Section 5. The Town shall make available space for the posting of official notices of a nonpolitical, non-inflammatory nature in the Mary Cheney, Whiton and other building designated as a Town library.

Section 6. No Union meetings will be permitted on work time.

Section 7. The Local 991 Union President and Library Vice-President shall receive notification of each new bargaining unit employee including classification and salary, and all personnel changes within the bargaining unit including resignations, retirements, terminations, position changes and any unpaid leaves, within thirty (30) days following the date of hire or change. The Town shall provide each employee in the bargaining unit a copy of this Agreement within thirty (30) days after the date of the signing of this Agreement. New employees will be provided with a copy of this Agreement upon employment.

Section 8. All new hires who are represented by the bargaining unit shall be released from work for one (1) hour without loss of pay, within thirty (30) days of their start date, to attend a Union orientation. Management shall not be present during the Union orientation. The Union is responsible for coordinating this meeting.

Section 9. Each quarter 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, job title, dues paid, home address, and work email.

Each quarter 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 VI - SENIORITY

Section 1. Seniority shall, for the purpose of this Agreement, be defined as an employee's length of continuous service as a regular employee since the last date of hire with the Library in a position covered by this Agreement.

Section 2. Termination of Seniority. Seniority and the employment relationship shall be terminated when an employee:

- a. quits, or
- b. is discharged for just cause, or
- c. is laid off for a period in excess of one (1) year, or
- d. retires or is retired, or
- e. overstay a leave of absence without the consent of the Library Director or

his/her designee, or

- f. fails to return to work pursuant to notice of recall, or
- g. exhausts all authorized leave and does not return to work except in the case of extenuating circumstances as determined and approved by the Town Manager or his/her designee.

Section 3. All new employees shall be considered probationary employees until they complete a probationary period of one hundred and eighty (180) calendar days. The probationary period required represents a total cumulative service time, and days may be adjusted upward so as to properly allow for any authorized leaves of absence or other approved breaks in service. However, should any such leave of absence or break in service be greater than two (2) months, the Town may extend the probationary period for the length of the break in service at the time the employee returns to work. A probationary employee shall be allowed to use sick leave provisions contained -in this Agreement during the probationary period. Probationary employees may be paid for holidays if they meet the conditions stated in the Holiday section of this Agreement. Probationary employees may be discharged without benefit of the grievance procedure. There shall be no seniority among probationary employees.

Upon successful completion of the probationary period, the date for computing annual leave due shall be retroactive to the date of employment, less any adjustments, and the employee shall acquire seniority which shall be retroactive to his/her date of hire with the Library in a position covered by this Agreement. The Library Director or his/her designee, upon written request of the employee, may grant a probationary employee an oral evaluation after ninety (90) days of service. The employee shall be required to sign a document indicating the date that the evaluation was conducted. The Library Director may extend an employee's probationary period up to an additional sixty (60) days if the employee is informed at least ten (10) working days prior to the end of his/her regular probationary period. The Union shall be notified if an employee's probationary period is extended.

All employees promoted shall serve a probationary period of ninety (90) days. The Library Director may extend a promoted employee's probationary period up to an additional thirty (30) days if the employee is informed at least ten (10) working days prior to the end of his/her regular probationary period. Should the Library Director determine that a promoted employee has not successfully completed his/her probationary period, the employee shall be returned to the salary and position he or she occupied prior to the promotion. During this probationary period the employee may request to be returned to the salary and position he/she occupied prior to the promotion, should such position be available. The Library Director's decision shall be subject to Steps One through Three of the grievance procedure contained in Article XVII. Employees promoted shall be subject to all provisions of this Agreement, except as modified herein, while serving his/her probationary period.

Section 4. Layoffs and Recall. The Town Manager or his/her designee may lay off an employee whenever it is necessary by reason of shortage of work or funds, the abolition of the position, essential changes in the duties of a service area of the Library or for other related reasons which are outside the employer's control and when it is impossible or impractical to meet the situation by transferring the employee. If it is determined that layoffs are necessary, employees will be laid off in the following order after a two (2) week notice has been given, except that in the case of unforeseen emergency, the two (2) week notice may be waived:

- a. Temporary employees, seasonal employees and non-bargaining unit part-time employees.
- b. Probationary employees.
- c. In the event of further reductions in force, employees will be laid off from the affected classification in accordance with seniority and ability to perform the remaining work available without further training. Employees who are laid off shall be placed on a recall list for a period of one (1) year. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training.

Section 5. The Town shall maintain and shall furnish the Union on or before December 1 of each year, a list of employees of the Library showing dates of employment with the Library. Upon completion of the probationary period, new employees shall be added to this list.

ARTICLE VII - NO STRIKE AND NO LOCKOUT

Section 1. During the life of this Agreement, neither the Union nor any officers, agents or employees will instigate, promote, sponsor, engage in or condone any strike (including sympathy strike), slowdown, concerted stoppage of work or any other intentional disruption of the operations of the Library, regardless of the reason for so doing.

Section 2. There will be no lockout during the term of this Agreement. The Library will not initiate a lockout over a dispute with the Union so long as there is no breach of Section 1 of this Article.

ARTICLE VIII - LABOR AND MANAGEMENT MEETINGS

Section 1. Representatives of the Union, not to exceed two (2) in number, the Union President, the Library Director and/or the Assistant Library Director, will meet quarterly at mutually agreed upon times for up to one and one-half (1 ½) hours to discuss matters of mutual concern relating to the interpretation, application, or administration of this Agreement, existing work rules, issues of safety and health or training procedures. Requests

for meetings must be made in writing by the Union. Meetings shall be scheduled during working time. More frequent meetings may be held upon mutual agreement.

ARTICLE IX - HOURS OF WORK

Section 1. Except as provided elsewhere in this Agreement, the normal workweek shall consist of thirty-seven and one-half (37½) hours per week divided over five (5), seven and one-half (7½) hour days, Monday through Saturday. Commencing with the 2023 calendar year the summer schedule shall be consistent with the normal workweek herein.

Notwithstanding any other provisions of this Agreement, the Town Manager, or his/her designee, may change the hours and days of the week of vacant bargaining unit positions, which are to be filled through an open competitive recruitment process to allow for Saturdays, and/or Sundays, and/or evening hours to be part of the normal workweek. Said adjusted schedule shall be considered the normal schedule for the position, except that the Town Manager or his/her designee may, at his/her discretion, reinstate the work schedule for the position as specified in Section 1 of this Article.

Section 2. Under normal circumstances, each employee may be required to work up to two (2) nights per workweek, every other year, except otherwise provided herein. Under normal circumstances, an employee will be required to work alternating Saturdays, except as otherwise provided herein.

Section 3. Excluding unpaid lunch or dinner breaks, or emergencies, or a mutual agreement between the Library Director and an employee, or provisions stated at the time of hiring, a seven and one-half (7½) hour workday shall be consecutively scheduled.

Section 4. Monday through Friday the workday shall not begin before 8:00 a.m. or extend beyond 9:00 p.m. for any member of the bargaining unit. On the days which the employees are not required to work until 8:30 p.m. or 9:00 p.m., their workday shall not extend beyond 5:00 p.m. On a Saturday, the workday shall not begin before 8:30 a.m. or extend beyond 6:00 p.m. for any member of the bargaining unit unless changes are made with the consent of the employee, Union and employer.

Section 5. A supervisor, who is assigned to work on a Sunday in place of a regular work day, shall be paid for a full day's pay, as if they had worked a day during the week instead.

Section 6. Annually, the Library Director or his/her designee shall have prepared and posted in an appropriate place, a schedule of full-time and part-time employees' hours for the period commencing the first workday after Labor Day through the last workday before Labor Day of the following year.

- a. Changes in the annual schedule shall be posted at least six (6) weeks in advance of the time they are to be in effect and after consultation with those

employees involved.

- b. In an emergency, or under extenuating circumstances or peak vacation periods, changes can be made without notice defined in the section above, but with consultation of the employee involved.
- c. The Library Director, to the extent which he/she determines that it is feasible and practicable, shall take into consideration input from employees in establishing the Master Schedule. Employees who desire input into said schedule shall provide the Library Director or his/her designee with information on their scheduling concerns at least four (4) weeks prior to the date, on which the schedule is required to be posted on March 1.

Section 7. Time and one-half (1½) shall be paid for all work performed in excess of seven and one-half (7½) hours in any one day when such time is required to be worked by the Library, except as otherwise stated herein. The provisions of this Section shall not apply if there is an agreement between the Library Director and employee to change working hours. The Union will be informed of any agreement to change working hours.

Section 8. Overtime assignments as determined by the Library Director shall be filled as follows:

- a. Except as provided herein, the Library will continue to make reasonable efforts to make overtime opportunities available on a nonpreferential basis to employees qualified to perform the work within the Library, taking into consideration the diverse nature of assignments within the various service areas of the Library and the need at times to have continuity in assignments in order to best serve the public.
- b. Bargaining unit employees shall be given preference on all overtime assignments except that Monday through Thursday, from 5:00 p.m. to 9:00 p.m., the Library Director or his/her designee may call in non-bargaining unit part-time employees first to replace non-bargaining unit part-time employees.
- c. Normally the employee with the least number of overtime hours within the required classification is given first opportunity to work the overtime assignments, provided that the employee is capable of performing the required duties without any additional training. Based on the nature of the assignment or due to unforeseen emergencies, it may be necessary to utilize employees for overtime assignments who are not lowest on the overtime list; however, the Library will make every effort to minimize such occurrences. Any inadvertent mistakes in assigning personnel for overtime assignments shall be rectified by the Library in next available overtime opportunities. An exception to this section is that from Monday through Thursday, from 5:00 p.m. to 9:00 p.m., the Library Director or his/her designee may call in non-

bargaining unit part-time employees first to replace non-bargaining unit part-time employees.

- d. Employees who do not avail themselves of the opportunities to work overtime shall, for the purposes of keeping track of overtime hours, be credited with the scheduled overtime as though they had worked. Employees on full day annual leave shall be eligible for overtime assignments provided they have notified the Library Director or his/her designee in writing prior to the leave that they desire to be considered for overtime assignments. Should the Library be unable to fill its overtime slots on a voluntary basis, then the overtime assignments shall be filled by non-bargaining unit personnel.

Section 9. Notwithstanding any other provision of this Agreement, the Library Director or his/her designee may at their discretion open the Library on Sundays during the months of October 1 to April 30. The hours of operation may be between 12:00 p.m. and 5:00 p.m. at the discretion of the Library Director or his/her designee. In order to properly staff for Sunday openings, it may be necessary to have a rotating bargaining unit position employed on Sundays. This position, if employed, shall be eligible to receive time and one-half (1½) pay for all work performed on Sundays, provided the person's regularly scheduled hours do not include Sundays. The Library Director will provide the Union with a master schedule for Sunday work by June 1 of each year, and it shall be the responsibility of the Union to notify the Library Director no later than August 1 of each year as to which bargaining unit members shall be assigned to work the designated Sunday on a rotating basis. Subsequent to the preparation of the list, employees may swap Sundays, provided they notify the Library Director no later than the Wednesday prior to the day of the swap. Employees regularly scheduled to work on Sundays who are unable to report to work must notify the Library Director, or his/her designee, no later than 10:00 a.m. on the day assigned. Other bargaining unit employees assigned to work on Sunday, who are unable to work, must call the Library within fifteen minutes after the Sunday opening. The person regularly scheduled to work on Sunday shall either fill the position by use of another bargaining unit member, utilize part-time employees or leave the position unfilled. The Library Director or his/her designee, when open on Sundays, shall schedule the use of the second rotating bargaining unit position. Prior to the commencement of each annual first Sunday opening, the Library Director or his/her designee may, at their discretion, eliminate the second rotating bargaining unit position. Said rotating position, if eliminated, shall not be reinstituted until at least the following annual first Sunday. The Union shall be notified of the Library Director's or his/her designee's determination regarding the rotating position prior to August 1 of each year. Nothing herein shall restrict the Library Director or his/her designee from at any time adjusting the schedule of future vacant positions, as mentioned above, to eliminate the need for the rotating bargaining unit position on Sundays or from using bargaining unit members on a non-mandatory overtime basis for work on Sundays.

In addition to the use of bargaining unit positions to staff the Library on Sundays, as mentioned herein, the Library may employ on Sundays, without limitation, part-time employees as they deem necessary to perform bargaining unit work.

ARTICLE X - HOLIDAYS

Section 1. The following are paid holidays for eligible employees:

New Year's Day	Independence Day
Lincoln's Birthday	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Eve Day
Juneteenth	Christmas Day

Holidays listed above shall be celebrated on the same day as the State of Connecticut, unless the actual holiday falls on a Saturday and the Library is regularly scheduled to be open, in which case the Saturday will be celebrated as the holiday and the Library will be closed for that day.

The Library shall be closed the Saturday before Labor Day and the Saturday before Memorial Day, and during those weeks all employees shall work a Monday through Friday schedule.

On Lincoln's Birthday, Good Friday and Columbus Day, the Library shall remain open and employees shall have a day off with pay to be scheduled off with the approval of the Library Director or his/her designee and to be taken within one hundred eighty (180) days following the holiday worked.

On Thanksgiving Eve Day and New Year's Eve Day, all employees will be assigned their regular number of hours scheduled for that day to be completed no later than 5:00 p.m.

Section 2. If a holiday falls on a full-time employee's scheduled day off, the employee shall receive a day off to be taken at a time mutually agreed upon with the employee and the Library Director or his/her designee. If a part-time employee has a holiday fall on his/her regularly scheduled day off, he shall receive prorated holiday time to be taken at a time mutually agreed upon by the Library Director and employee. If a part-time employee is scheduled to work on the day of a holiday, the employee shall get paid for hours scheduled. Any days granted pursuant to this Section shall be taken within one hundred eighty (180) days of the holiday for which the day was received. There shall be no payout of unused, accumulated holiday time upon termination, including retirement, unless a request to use the day(s) was made to the Library Director and said request was denied.

Section 3. Whenever any of these holidays shall occur while an employee is out on paid sick leave, the holiday will not be charged to his/her accrued sick time.

Section 4. Whenever any of these holidays shall occur during the paid annual leave of an employee, the employee shall be charged with the holiday and the time will not be charged

as an annual leave day.

Section 5. Whenever an employee is assigned to work on a holiday listed in Section 1 above, except for Lincoln's Birthday, Good Friday, and Columbus Day, as noted in Section 10.1, the employee shall be paid double time for all hours worked.

Section 6. Under no circumstances shall the swapping of one holiday for another be allowed.

ARTICLE XI - ANNUAL LEAVE

Section 1. Effective January 1, 2002, vacation leave as allowed for in Section 1.0 of the contract in effect through June 30, 2000, and special leave as allowed for in Article XIII, Section 1.b, c, f, h, and I, were consolidated into a singular annual leave provision.

The Library Director or his/her designee shall annually, on or before March 1, arrange a schedule for annual leave within the Library which covers annual leave requests submitted to the Library Director not later than February 1. Whenever there is a conflict in requested annual leave days, preference shall be given to employees according to seniority, the needs of the Library, and the activities scheduled for the time period involved, provided that the request has been submitted in accordance with the time frame contained herein.

For leave that is not requested by February 1 and included in the March 1 schedule, each employee who has given the Library Director or his/her designee at least twenty-four (24) hours' advance written notice, shall be eligible to request use of annual leave. Approval to utilize annual leave shall not be unreasonably withheld, provided appropriate leave forms have been submitted in accordance with this Section.

Employees hired prior to July 1, 2001 shall receive on January 1 of each year: fifteen (15) days of annual leave up to the fifth (5th) year of employment; twenty (20) days between the sixth (6th) and tenth (10th) years; twenty-five (25) days between the eleventh (11th) and twentieth (20th) year; and thirty (30) days thereafter.

Employees appointed on or after July 1, 2001 shall receive on January 1 of each year: fifteen (15) days of leave annually up to and including the fifth (5th) year of employment; eighteen (18) days annually between the sixth (6th) year of employment and up to and including the tenth (10th) year of employment; twenty (20) days annually between the eleventh (11th) year of employment and up to and including the fifteenth (15th) year of employment; twenty-two (22) days annually between the sixteenth (16th) year of employment and up to and including the twentieth (20th) year of employment; and twenty-five (25) days annually thereafter; or a prorated amount if appointed during the course of any given calendar year.

Section 2. Employees may carry forward up to ten (10) days of annual leave from one year to the next. The amount of annual leave carried forward in any year shall at no time exceed a total of ten (10) days. Employees hired prior to July 1, 2001, who have not exhausted

vacation leave which they had accrued as of December 31, 2001, shall have said time placed in a bank to be used in a similar manner as annual leave until said time is exhausted. The banked vacation time shall not be paid to the employee upon separation from the Town.

Section 3. The standard annual leave shall run from January 1 to December 31, with an employee's annual leave time computed on the basis of his/her anniversary of employment and adjusted the following calendar year.

Section 4. An employee hired prior to July 1, 2004, unless terminated consistent with the terms of this Agreement, shall be entitled to full pay for any annual leave due him/her, on a prorated basis for that year, upon separation from employment, as long as at least two (2) weeks' written notice is given by the employee to the Library Director. However, due to extenuating circumstances, the two (2) weeks may be waived upon approval of the Library Director. In the event of such employee's death, such payment shall be made to his/her dependent survivor of record or his/her estate if there is no dependent survivor.

An employee hired on or after July 1, 2004 shall not be eligible for any payout of annual leave time.

Section 5. Employees may be required to work in a higher classification than their own during annual leave of another employee without receiving additional compensation.

ARTICLE XII - SICK LEAVE

Section 1. Accumulated sick leave shall be utilized in the event of personal injury or illness or for an illness or injury in the employee's immediate family that requires the attendance or aid of the employee. Employees may utilize sick leave when required to quarantine pursuant to Federal, State or local guidelines. The Town provides no long-term disability insurance for its employees beyond the provisions of the Workers' Compensation Act.

The Library Director or his/her designee reserves the right to discipline employees whose utilization of sick leave is not in accordance with the terms of this Agreement. Evidence of misuse of sick leave includes but is not limited to patterns of sick leave use at the beginning or end of the workweek; use of sick days immediately preceding or following holidays; and use of sick days in conjunction with annual leave or other approved leaves of absence. Employees are required to utilize sick leave in accordance with the provisions contained herein. An employee must notify the Library Director or his/her designee when utilizing sick leave, no later than twenty (20) minutes before 9:00 a.m. when scheduled to be on duty at 8:30 a.m. or 9:00 a.m. Employees scheduled to be on duty at other times must notify the Library Director or his/her designee one (1) hour prior to the time the employee is scheduled to be on duty.

A regular employee hired prior to July 1, 1996, shall accrue sick leave with pay of one and one-quarter (1¼) days for each full month of employment with no limit to the amount of

unused sick leave that can be accumulated except as otherwise provided herein. A regular employee hired on or after July 1, 1996, shall accrue sick leave with pay of one (1) day for each full month of employment.

To verify proper use of sick leave, employees may be required to provide the Library Director or his/her designee with an acceptable medical certificate on a prescribed form and signed by a licensed physician or other practitioner whose method of healing is recognized by the State of Connecticut to support a request for sick leave during annual leave; for any duration of absence from duty recurring frequently or habitually, provided that the employee has been previously notified in writing that such a certificate may be required; to support a request for sick leave on a day which the employee had previously requested to use annual leave and the request had been denied; and for any sick leave period of absence in excess of five consecutive workdays.

Section 2. Payment of Sick Leave Upon Retirement.

- A. An employee hired prior to July 1, 1996, upon retirement as defined by the Town of Manchester Supplemental Pension Plan, shall receive on the basis of his/her current , full compensation for any of his/her unused, accumulated sick leave up to one hundred five (105) days.
- B. An employee hired on or after July 1, 1996, and prior to July 1, 2000, who retires from the Town as defined by the Town of Manchester Supplemental Pension Plan, shall receive on the basis of an average of his/her base rate of pay for the last three (3) years, full compensation for any of his/her unused, accumulated sick leave up to eighty (80) days.
- C. An employee hired on or after July 1, 2000 and prior to July 1, 2004, who retires from the Library service in accordance with the provisions of the Town's Pension Plan, shall be eligible to receive on the basis of an average of his/her base pay for the last three (3) years compensation for any of their unused, accumulated sick leave up to sixty (60) days, provided the employee has given a two (2) week written notice to the Library Director.
- D. An employee hired on or after July 1, 2004, shall not receive any payout for sick leave upon retirement.

Section 3. Payment of Sick Leave Upon Death of the Employee.

- A. For employees hired prior to July 1, 1996, in the event of an employee's death, his/her spouse and/or minor children, shall receive, on the basis of the employee's current wages, full compensation for any of the employee's unused, accumulated sick leave. If the employee has neither a spouse nor minor children, the compensation for the unused sick leave shall be given to

the estate of the deceased employee, provided the "estate" is a member of the immediate family.

- B. For an employee hired on or after July 1, 1996, and prior to July 1, 2004, in the event of an employee's death, his/her spouse and/or children shall receive, on the basis of an average of his/her pay for up to the employee's last three (3) years, depending on actual length of service, full compensation for any of the employee's unused, accumulated sick leave. If the employee has neither a spouse nor children, the payment shall be made to the estate of the deceased employee, provided the heirs of the "estate" are members of the immediate family.
- C. There shall be no payout of sick leave upon death for an employee hired on or after July 1, 2004.

Section 4. Payment of Sick Leave Upon Termination.

- A. An employee hired prior to July 1, 1996, whose services to the Library are terminated, shall receive, on the basis of his/her current wages, full compensation for any of his/her unused, accumulated sick leave up to forty-five (45) days, provided the employee has given a two (2) week written notice to the Library Director. Due to extenuating circumstances, the two (2) weeks may be waived upon approval of the Library Director. There shall be no payout for unused, accumulated sick leave for any employee who is discharged for just cause.
- B. An employee hired on or after July 1, 1996, and prior to July 1, 2000 whose services to the Library are terminated, shall receive on the basis of an average of their base pay for the last three (3) years full compensation for any of their unused, accumulated sick leave up to forty-five (45) days, provided the employee has given a two (2) week written notice to the Library Director or his/her designee. Due to extenuating circumstances, the two (2) weeks may be waived upon approval of the Library Director. There shall be no payout for unused, accumulated sick leave for any employee who is discharged for just cause.
- C. For employees hired on or after July 1, 2000, and prior to July 1, 2004, there shall be no payout for unused, accumulated sick leave for any employee who is discharged or who resigns with less than ten (10) years of Library service. Employees who resign with ten (10) or more years of Library service shall be eligible to receive on the basis of an average of their base pay for the last three (3) years compensation for any of their unused, accumulated sick leave up to thirty (30) days, provided the employee has given a two (2) week written notice to the Library Director. Due to extenuating circumstances, the two (2) weeks may be waived upon approval of the Library Director. There shall be

no payout for unused, accumulated sick leave for any employee who is discharged for just cause.

- D. There shall be no payout of sick leave under any circumstance for employees hired on or after July 1, 2004.

Section 5. Any payouts for sick leave due under Article 12, Sections 2, 3 and 4 will be made in three equal installments over a period of three fiscal years (year of retirement and subsequent two years) if the gross amount exceeds ten thousand dollars (\$10,000). Payouts of less than ten thousand dollars (\$10,000) will be made at time of retirement or separation.

Section 6. The Town Manager or his/her designee in his/her sole discretion may grant additional consecutive sick leave with pay in exceptional cases. This shall not exceed eight (8) days for each year of consecutive employment with the Manchester Public Library. Requests for such additional sick leave shall be in writing and must be signed by the employee. The request must be submitted to the Library Director, who shall transmit the request to the Town Manager or his/her designee for final approval. Additional sick leave with pay, if granted by the Town Manager or his/her designee, shall be deducted from future accumulated sick leave at the rate of eight (8) days per year. A request for leave under this Section can only be made after all other leave provisions are exhausted. Employees granted days off under this Section who have not reimbursed the Library for said days, shall have the outstanding balance deducted from any future requests for additional sick leave or from any payout of vacation/annual leave or sick leave due at the time of termination, resignation or retirement. Employees who are not eligible for payout of annual leave and/or sick leave shall have the value of the unreimbursed days deducted from their final pay and/or payments shall be made by the employee directly to the Town on a mutually agreed schedule.

Section 7. A regular full-time employee who has used all available sick and vacation/annual leave as well as extended sick leave if granted in accordance with Section 6 of this Article, shall be eligible for medical leave without pay. This leave shall be granted for a maximum of twelve (12) weeks, during which time the Library shall continue to pay for the employee's medical and life insurance in the same amount that the employee was receiving prior to said leave. An employee on medical leave without pay shall not be eligible for any other benefits contained within this Agreement.

Should the employee not be able to return within the time limits of the medical leave without pay, the employee may apply to the Town Manager or his/her designee for an extension of medical leave without pay. The Town Manager or his/her designee has the sole discretion in acting on the request for the extension, and their decision is not subject to the grievance procedure. If the extension is not granted, the employee's employment with the Library shall be considered terminated. If the extension is granted, the time of extension shall be determined by the Town Manager or his/her designee.

An employee shall normally be eligible to receive medical leave without pay once during his/her employment with the Library in accordance with the provisions stated above. In exceptional cases, a regular full-time employee who suffers an illness or accident which

necessitates a request for a second medical leave without pay, may request such leave from the Town Manager and the Town Manager shall have the sole discretion to grant such leave. The Town Manager's decision shall not be subject to the grievance procedure. If the medical leave without pay is not granted, the employee's employment with the Library shall be considered terminated. Should the Town Manager grant the request for said leave, the Town Manager shall designate the length of leave and if the employee does not return to work after said leave, his/her employment with the Library shall be considered terminated.

An employee on either an extension of medical leave without pay or a second medical leave without pay will, upon the granting of the leave, be required to submit in a manner and time designated by the Finance Director payment for the cost of medical and insurance benefits. The Finance Director shall have the authority to stop medical and insurance benefits if the payments are not made in the manner or time specified. An employee on the above-mentioned medical leave without pay shall not be eligible for other benefits contained within the bargaining agreement and the Library Director or his/her designee shall have the right to hire a replacement for the employee immediately upon the granting of the leave. An employee returning from either an extension of medical leave without pay or a second medical leave without pay shall be permitted to return to the position he/she occupied when he/she began his/her leave except if there are health restrictions that do not allow this or if the Library has hired a replacement. In the event the position is filled, he/she shall be placed on a preferential hiring list for a period of two (2) years. Employees granted leave under this Section shall not have their seniority terminated; however, the employee's seniority shall be reduced by the length of the leave.

The Town Manager or his/her designee may require an employee to undergo a physical examination before or during any of the period of leave provided for above. An employee returning from any of the leaves provided for above will be required to provide the Library Director or his/her designee with a medical certificate indicating he/she is able to return to work. The Town Manager or his/her designee has the right to examine the results of any physical examination taken for the purposes of this section.

Section 8. Employees may donate time (annual leave or sick time) to a designated employee who has exhausted all their annual leave and/or sick time, provided the employee maintains a balance of forty (40) sick days. Members not meeting this balance requirement may donate annual leave in lieu of sick days.

ARTICLE XIII - LEAVE PROVISIONS

Section 1. Each employee shall be granted special leave with full pay for the following reasons:

- A. **Workers' Compensation.** An employee who is unable to report for regular work due to injuries or other disability sustained in the performance of his/her work shall receive the difference between his/her regular weekly pay and the allowance for Workers' Compensation. The Town's liability for Supplemental

Workers' Compensation payments shall cease at the end of one (1) year or at the end of disability, whichever comes first.

- B. Jury Duty. Because of a demand which is made for the employee by another governmental agency as a result of employment by the Library or as a result of Jury Duty. At the conclusion of the Jury Duty period, the employee must bring to the Payroll Department of the Town the "verification of attendance" slips issued by the Court. If the verification slips are not provided, then leave shall be charged to leave without pay or if selected by the employee, annual leave time. In addition, the employee shall provide the Payroll Department with a copy of the expense check received from the Court and said amount received shall be deducted from the employee's next paycheck. If the expense check is not brought to the Payroll Department within three (3) months from the last day of Jury Duty, the employee's leave shall be charged to leave without pay; or if selected by the employee, annual leave time. The Town is not responsible for incidental expenses associated with this leave, such as parking or meals.
- C. Professional Development Leave. A regular full-time employee may be granted a leave of absence with pay to attend professional conferences which the Library Director determines will contribute to or increase the employee's knowledge in regard to the betterment of the public service. Such approval will be granted only where budgetary provision has been made or if the employee has agreed to pay the cost. An employee's normal hours of work may be adjusted to accommodate conference/association meeting schedules. Such leave of absence with pay shall not be deducted from the employee's accumulated annual leave or sick leave.
- D. Medical Appointments. Regular full-time and regular part-time employees will be granted leave of absence with pay not to be deducted from their accumulated sick leave of up to two (2) hours no more than three (3) times per year for medical, dental or eye examinations for which arrangements cannot be made outside of working hours. Any medical, dental or eye examinations or treatment in excess of two (2) hours shall be charged to sick leave. Approval must be received from the Library Director at least twenty-four (24) hours in advance of the requested leave except in the case of emergency.
- E. Union Leave. Union officials, not to exceed two (2) in number in any one instance, shall be allowed, upon reasonable notice to the Library Director, an aggregate of seventy (70) hours per calendar year to attend Union conventions and conferences.
- F. Donation to Blood Banks. Regular full-time and regular part-time employees shall be allowed paid time off on two occasions per fiscal year, not to exceed

two (2) hours, to donate blood in area bloodmobile drives, subject to approval by the Library Director or his/her designee. Any time off in addition to that provided herein for attending blood banks, approved by the Library Director or his/her designee, not to exceed two (2) hours, shall be charged against the employee's sick or annual leave.

- G. Negotiations Leave. Union officials not to exceed two (2) in number, excluding the bargaining unit president shall be granted time off with pay for the purposes of attending contract negotiations, provided they are scheduled to work on that day.
- H. Bereavement Leave. Employees are eligible for five (5) working days' leave without loss of pay for the purpose of bereavement for a spouse, parent, step-parent, domestic partner, or child/stepchild; three (3) days for sibling, grandparent, or grandchild; and one (1) for spouse's parent, spouse's sibling, spouse's grandparent or employee's niece, nephew, aunt, or uncle.

Section 2. Military Leave. There shall be no limit on military leaves provided that the employee reports back for work within ninety (90) days after discharge from the service in the case of active duty, and within one (1) working day in the case of reserve duty.

Section 3. Parental Leave. Parental leave shall be provided to employees consistent with applicable law and the specific contract provisions set forth below. Employees who comply with these provisions may take parental leave as provided below:

Any new parent may take up to six (6) weeks of paid parental leave. Paid Parental Leave is available to new parents who need time to bond with a new child entering their life either by birth, adoption, or foster care placement. This leave must be taken within the first year of the child's birth, adoption, or foster care placement. During the leave period, the employee shall be paid one hundred percent (100%) of his or her wages for the first two (2) weeks, and fifty percent (50%) of base wages for the remaining four (4) weeks. Employees may use any accrued leave in order to receive compensation up to one hundred percent (100%) percent of base pay during the weeks reimbursed at fifty (50%) percent. This paid leave will occur concurrently with and count towards the following leaves for which the employee may be eligible, including the federally mandated twelve weeks of Family and Medical Leave Act (FMLA) leave.

A childbearing employee is eligible for additional leave over and above the six (6) weeks of paid parental leave set forth above. A childbearing employee may use paid sick leave in accordance with the sick leave provisions of this Agreement for that period of time, that the individual's doctor certifies that the employee is medically incapable of performing the duties of the position. When any unused, accumulated sick leave is exhausted and the employee is still medically unable to return to work, the employee will be carried on leave of absence without pay for the balance of the childbearing leave period. Such employee shall have up to ninety (90) days from the birth of the child to return to work. An employee who wishes to

return to his/her same position following his/her leave must so notify the Library Director in writing prior to his/her last scheduled workday. Before the expiration of the leave, application may be made to the Library Director for extension of said leave. Extension shall normally only be granted as a result of medical complications of the birth. Such extension is in the sole discretion of the Library Director and is not subject to the grievance procedure of this Agreement. If the application for extension is denied or if the employee decides not to return after the ninety-day period, the employee may request to the Library Director that he/she be placed on a reemployment list for a period not to exceed two (2) years. During the two-year period of time, should a vacancy occur in the service area where the employee last worked and should the vacancy be in a position which the employee previously occupied and should the employee be qualified to perform the work as required without further training, then the employee shall be offered the position; however, the employee shall not have preference over employees laid off in accordance with Article VI, Section 4 of this Agreement.

Should the employee subsequently be reemployed during the two-year period under the provisions of this Section, then he/she shall receive credit for the years of service he/she had prior to being placed on parental leave. The returning employee shall receive a salary that is closest to the salary he/she was receiving at the time he/she went on the reemployment list. If the employee, after electing to be placed on the reemployment list, withdrew all money due him/her from the Town's Pension Plan, then the employee shall not be permitted to reenroll in the Town's Pension Plan upon reemployment.

Section 4. Leave of Absence Without Pay. Leave of absence without pay may be granted on approval of the Library Director for a period of time not to exceed one (1) month or for a period not to exceed one (1) year upon recommendation of the Library Director and approval by the Town Manager or his/her designee. Employees may only request leave without pay after they have exhausted all accrued leave for which they are eligible to use. Requests for such leave shall be made in writing to the Library Director and shall include a statement of the reasons therefore and of the length of leave requested. During the period of a leave without pay, except for military leave to meet Reserve or National Guard obligations, the employee shall not be credited for length of service and not be credited with time for purposes of meeting the requirements of seniority, accruing sick leave nor accruing vacation time. The Library Director may reinstate an employee from a leave of absence without pay to the position formerly held by him, if it is vacant. If the position is not vacant, he may be reemployed in any position of a comparable nature for which he is qualified that is vacant. If no such position is vacant or exists, he may, at his/her discretion, be placed on a reemployment list or placed in a position of a lower grade for which he is qualified provided such a position is vacant until a position of his/her former grade becomes available. Any employee who is on leave of absence without pay shall not be paid for any holiday or sick leave during the period of absence. Any vacation time due an employee at the time of taking a leave of absence without pay may be paid at that time. Authorized leaves of absences for one (1) month or less will not be used as a basis of reducing an employee's benefits.

Section 5. Temporary Limited Duty. An employee who is on authorized leave due to

temporary illness or injury, personal or work-connected, which is expected to last longer than ten (10) working days, shall, in a timely manner, present to his/her physician the Temporary Limited Disability (TLD) explanation package and release form attached to this Contract as Appendix D. The employee shall request that his/her physician complete the release forms as soon as the employee is capable of performing temporary limited duty or has reached maximum medical improvement, whichever occurs earlier. The completed release form should be submitted to the Library Director as soon as possible after completion by the treating physician and, after concurrence by the Town's physician, the employee shall be required to return to a TLD assignment within the Library if release for such work is indicated on the form. The nature of the assignment and duration shall be at the discretion of the Library Director, taking into consideration the temporary physical restrictions of the employee as identified by the treating physician.

The intent of this provision is to permit the return to work as soon as is medically possible of employees who are affected, as set forth in the above paragraph. Employees shall make every effort to encourage their treating physician to allow them to return to work at the earliest possible time. Nothing herein shall affect the Town's rights under applicable Workers' Compensation Statutes. Further, the parties understand that TLD assignments are assignments other than normal duties, and it is not the intent that said assignments are to be of a make-work or permanent nature. Employees who at any time are determined to be unable to perform the essential functions of their position on a permanent basis shall not be eligible to receive or continue to receive a TLD assignment.

Employees on a TLD assignment who would otherwise be eligible to receive Workers' Compensation payments shall have such time on said assignment count toward eligibility to receive Supplemental Workers' Compensation payments as provided for in this Article XIII, Section 1.A.

ARTICLE XIV - WORK BY MANAGEMENT

Section 1. Management personnel, except for the Assistant Library Director and Librarian III, shall not normally undertake bargaining unit work but shall be permitted to undertake such work in the case of emergencies to be defined as operational difficulties involving either equipment or personnel, or where the shortage of personnel dictates that Management personnel must do the work to get a task done for training purposes or the introduction of new programs.

ARTICLE XV – SAFETY

Section 1. Both the Union and the Town recognize the importance of maintaining optimum safety and health standards. Toward this end, the Union pledges to cooperate with the Town in encouraging employees to observe all safety regulations as set forth by the Town and to work in a safe manner. One member of the Union shall be appointed a member of the Town Safety Committee.

ARTICLE XVI - EMPLOYEE DISCIPLINE

Section 1. The tenure of every employee shall be conditioned on good behavior and the satisfactory performance of his/her duties.

Section 2. All disciplinary actions shall be applied in a fair manner and shall be consistent with the infraction for which the action is being taken and shall be for just cause. Disciplinary actions may include:

- a. Verbal warning.
- b. Written warning.
- c. Suspension without pay for a period not to exceed thirty (30) days.
- d. Demotion.
- e. Discharge.

and may not necessarily follow in that order, depending upon the nature of the charge.

Section 3. Whenever disciplinary action of suspension or greater is taken, the Library Director shall immediately furnish the employee, and the President of the Union, in writing, a statement of the reasons for such action and the period of time for which any such suspension is to be effective.

Section 4. Any disciplinary action imposed upon a post-probationary employee may be processed as a grievance through the grievance procedure covered under Article XVII.

Section 5. If the employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. An employee, when addressing management, should do so in a manner that will not embarrass the employer before other employees or the public.

Section 6. All disciplinary records will be withdrawn from an employee's personnel file after three (3) years so long as there has been no disciplinary action taken against the employee during the time period.

ARTICLE XVII - GRIEVANCE PROCEDURE

Section 1. The purpose of this procedure is to provide an orderly method for adjusting grievances. Grievances arising out of matters covered by this Agreement will be processed in the following manner at the request of either party.

Step One

The Union, on behalf of any post-probationary employee who has a grievance shall reduce the grievance to writing and shall submit the grievance to the Library Director or his/her designee at the Library within ten (10) working days of the date of occurrence. For the

purposes of this section, "working days" shall be Monday-Friday when the Library is open to the public. The Library Director or his/her designee shall use his/her best efforts to settle the dispute and render his/her decision in writing to the aggrieved employee and his/her representative within five (5) working days of receipt of the grievance. The written grievance must include:

- a. A statement of the grievance and facts involved.
- b. The alleged violation of the specific provision of the Agreement.
- c. The remedy requested.

Step Two

If the matter is still unsettled, the Union may, within fifteen (15) working days of the Step One answer, present the written grievance submitted in Step One to the Town Manager or his/her designee for further review. Within twenty-one (21) working days from the date the matter is presented to him/her, the Town Manager or his/her designee shall arrange a meeting with the grievant and his/her Union representative to review the facts for the purpose of resolving the dispute. The Town Manager or his/her designee shall render a decision within fourteen (14) working days after the day of the meeting. At any of the Step levels, should the Town representative not render a decision within the time limits set forth above, the Union may advance the grievance to the next Step as if the Town had responded. The Town and the Union may suspend these timelines by mutual written agreement.

Step Three

If the matter is still unsettled, the Union may, within thirty (30) working days of the Step Two answer, submit the grievance to the State Board of Mediation and Arbitration for a hearing. The decision of the State Board of Mediation and Arbitration shall be final and binding on both parties.

Section 2. Grievances arising out of disputes and consultations on any questions arising out of the employer/employee relationship not covered by this Agreement may be processed through Steps One, Two and Three of the grievance procedure with the Step Three answer being final and binding upon both parties.

Section 3. Two members of the Union shall be designated as the Union Grievance Committee and shall be afforded the necessary amount of time, without loss of pay, for the purpose of adjusting grievances. The Union shall provide the names of the Union Grievance Committee to the Library Director at his/her request. The Union shall also establish a Grievance Screening Committee, which shall screen all grievances prior to said grievances being presented to Management in accordance with Step Three above.

Section 4. The arbitrator shall be limited to the terms of this Agreement and shall not have the power to modify, amend or delete any terms or provisions of this Agreement.

Section 5. The services of the AFSCME Council 4 Representative shall be available to the grievant on any step of the grievance procedure.

Section 6. Since it is important that grievances or disputes be processed as rapidly as possible, the number of days indicated at any step should be considered as a maximum and every effort should be made to expedite the process. The time limit at Step One may be extended by mutual agreement, in writing, of the Library Director and the Union; the time limits in Steps Two and/or Three, which may be extended by mutual agreement, in writing, of the Town Manager or his/her designee and the Union. Failure at any step of this procedure to communicate a decision within the specified time limits shall permit the aggrieved employee to proceed immediately to the next step. Failure at any step to appeal within the specified time limits shall be considered acceptance of the decision rendered.

Section 7. The Union shall have the right to grieve through Step Two of the grievance process any promotion or transfer which they allege was made on an arbitrary, capricious or discriminatory manner. The burden of proof shall be on the Union.

ARTICLE XVIII - WAGES

Section 1. Wage increases during the term of this Agreement shall be as follows:

- A. Effective and retroactive to July 1, 2023, for those employees on the payroll as of the date of signing this Agreement, wages shall be increased two and a quarter percent (2.25%).
- B. Effective July 1, 2024, wages shall be increased by two and one half percent (2.5%).
- C. Effective July 1, 2025, wages shall be increased by two percent (2.0%).
- D. Effective January 1, 2026, wages shall be increased by one percent (1.0%).

In recognition of the current economic climate, the Town shall provide a one-time lump sum payment of \$2,500 to employees on the payroll as of the effective date of this Agreement. The payment will be made on the first regular payroll date following the ratification of this Agreement and will not increase an employee's base pay.

Section 2. All employees who have been in their classification for at least one (1) year will unless an employee is on a formal performance improvement/action plan, advance to the next grade of their classification on the first day of the second pay period in January, with such grade advancements being made in accordance with the provisions contained herein.

Those employees who have not been in their classification for one (1) year as of the date of grade advancements as identified herein, may advance to the next grade of their classification on the anniversary date of their employment or on the anniversary date of their promotion to a new classification within the Library.

A performance evaluation shall be performed thirty (30) days prior to the anniversary date of hire/promotion each year and shall be used as a basis for assessing performance and recommending corrective action. The evaluation shall be performed by the employee's first supervisor who is outside the bargaining unit. Step increases shall be granted unless the employee is on a formal performance improvement plan. This provision shall be effective on or after January 1, 2015, and shall apply to the following employees:

- a) all employees hired on or after July 1, 2014;
- b) any employee hired prior to July 1, 2014 who is promoted to a position in a higher classification after January 1, 2015;
- c) any employee hired prior to July 1, 2014 who elects to participate in the performance evaluation program, which election shall be made on a one-time irrevocable basis.

Section 3. Each employee hired prior to January 1, 2001 who qualifies shall receive longevity pay in accordance with the following schedule:

10 years	\$200
15 years	\$300
20 years	\$500

Longevity payments shall be made in two installments - November and May of each year.

Employees hired on or after January 1, 2001 shall not be eligible to receive the benefits described in this section.

Section 4. An individual assigned to a higher classification than his/her own for a period exceeding three (3) weeks shall be paid in accordance with said higher classification after the third week. The employee shall be placed on the first step of the higher classification, which grants an increase in pay. This provision does not apply when one fills in for someone on vacation. During that period of coverage, an employee will receive his/her regular pay for the entire period of coverage.

Section 5. Any employee who has completed at least one (1) year of service with the Town and is taking college courses which, in the sole discretion of the Library Director, directly relate to the employee's current assignments shall be eligible to be reimbursed for seventy-five percent (75%) of the cost of the course and books when the school and course or courses are approved in writing by the Library Director in advance and the employee receives a "C" or better ("B" or better for graduate work) in such approved course. If said notice is not provided in a timely fashion, reimbursement may be delayed until the following fiscal year. Employees who leave the Town's employ, for any reason other than layoff, within three (3)

years of being reimbursed under this Section, shall have deducted from any payout for which the employee is eligible under Article XII, the amount of reimbursement they have received within said three-year period under this Section. Any employee who is not eligible to receive payouts shall be required to repay all tuition reimbursement received if the employee leaves the Town's employ for any reason other than layoff within three (3) years of being reimbursed under this Section. Authorization to deduct monies from final pay will be sought from the employee and/or payments shall be made by the employee directly to the Town on a mutually agreed schedule.

Section 6. Student Loan Repayment. Subject to approval of the Town Manager, employees are offered an opportunity to apply for student loan repayment assistance. Under the program and subject to available funding, the Town will offer qualified employees a student loan repayment match of up to \$1,000 per year for a maximum of three (3) years (\$3,000 total). To be eligible, employees must have completed at least one year of service with the Town and be subject to payment verification through the Human Resources Department.

For the purposes of Section 6, "qualified employee" means an employee who has completed at least one (1) year of service with the Town and who has a degree.

ARTICLE XIX – INSURANCE AND PENSION

Section 1.

A. Health Insurance.

The Town shall provide and pay for the following health insurance for each full-time employee and each regular part-time employee who works more than 25 hours per week, and his/her dependents, as provided herein:

Effective July 1, 2021 the Town will only offer OAP Basic (co-pay in-network) and the High Deductible Plan with a Health Savings Account (HDHP/HSA)

The OAP Basic Plan (HMO) with in-network coverage only, as summarized in Appendix E. The employee shall contribute to the cost of this insurance benefit through payroll deductions, which shall be on a pretax basis as allowed by the Internal Revenue Service Code, in the following amounts:

Effective 7/1/2023	Eighteen percent (18%)
Effective 7/1/2024	Eighteen percent (18%)
Effective 7/1/2025	Eighteen percent (18%)

Effective July 1, 2016:

Office Visit Co-Pay	\$20
---------------------	------

In-patient Hospital Admission Co-pay	\$200
Out-patient Hospital Admission Co-pay	\$100

For all employees:

The Town shall offer a voluntary High Deductible Health Plan with health savings account (HDHP/HSA) with a \$2,000/\$4,000 deductible. The Town shall contribute fifty percent (50%) of the deductible to the employee's HSA account. The contribution to the High Deductible Health Plan with a Health Savings Account (HDHP/HSA) will be pro-rated for employees hired after the start of the plan year. The contribution to the HSA for an employee hired after the start of the plan year shall be prorated for the plan year based on the employee's date of hire. After July 1, 2021, the HDHP/HSA will be funded quarterly (July 1, October 1, January 1 and April 1). The contribution to the HSA for an employee hired after July 1 shall begin in the quarter in which the employee is hired, within thirty (30) of the date of hire.

The Town shall offer a Health Retirement Account (HRA plan) to any HDHP to any employee who is unable to participate in an HSA. The Town shall fund the HRA in the same manner as the HSA. The Town shall have no obligation to fund any portion of the deductible for retirees.

Premium cost sharing for the HDHP shall be as follows:

Effective July 1, 2023	Fifteen percent (15%)
Effective July 1, 2024	Fifteen percent (15%)
Effective July 1, 2025	Fifteen percent (15%)

Effective July 1, 2016, prescription co-pays shall apply to prescriptions after the exhaustion of the HDHP deductibles.

Dental Plans:

1. Dental plans: Full Service Dental Plan for employees hired prior to September 25, 2001. Such employees hired prior to June 1, 1996, shall be eligible to receive, for themselves only, Rider A of said Plan.
 2. Employees hired on or after September 25, 2001, a 90/10 Dental Plan, which requires that the employee pay ten percent (10%) of the cost of services. The employee shall contribute through payroll deductions, which shall be on a pretax bases as allowed by the Internal Revenue Service Code, ten percent (10%) per year of the cost of this insurance benefit.
- B. Should any Federal Statute or Regulation pertaining to IRC 4980I be mandated to take effect during the contract term 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 negotiation on the excise tax in accordance with the

Municipal Employee Relations Action, in which the parties agree to open negotiations over an insurance plan(s) that will reduce the cost of the plan(s) to under the excise tax thresholds or reduces the amount of any applicable excise tax and/or negotiate over the employee monetary contributions towards the costs of their insurance coverage.

C. Waiver of Health Insurance.

An employee may elect to waive the health insurance coverage of this Section, provided that the employee provides proof that he or she has alternative coverage. The option to waive coverage must be elected at the time of the annual open enrollment, on such form as the Town shall provide. An employee who waives coverage shall not be required to contribute toward the cost of the health insurance benefit during the period of the waiver of coverage. An employee who waives health insurance coverage shall be eligible to re-enroll only as follows:

- 1) during an open enrollment; or
- 2) upon the occurrence of a qualifying event as defined by law, and submission of documentation to the Town of such qualifying event.

Section 2. Life Insurance. The Town shall provide and pay for \$40,000 group life insurance for each regular full time and each regular part-time employee. An additional \$30,000 of group life insurance may be purchased at the employee's expense. The Town shall provide and pay for Accidental Death and Dismemberment coverage in the principal sum of \$10,000 and an additional \$10,000 coverage in the event of accidental death.

Section 3. Health and Life Insurance for Part-time Employees. Regular part-time employees hired after July 1, 1990, who work twenty-five (25) hours per week or less shall pay one-half (½) of the cost of the insurances identified in Sections 1 and 2 of this Article.

Section 4. Retiree Insurance.

A. Eligibility.

1. Defined Benefit Plan Participants:

Retiree medical insurance shall only be available to employees who have been employed by the Town/Library for at least fifteen (15) consecutive years prior to retirement. Those regular full-time or regular part-time employees who had been employed by the Library/Town for more than five (5) years as of July 1, 1995, shall continue under the rule then in effect which requires that they have been employed full-time for a minimum of ten (10) consecutive years in order to be eligible to receive retiree's health insurance benefits.

2. Defined Contribution Plan Participants:

- a. An eligible employee who was participating in the Defined Contribution Plan on or prior to June 30, 2004, will be eligible for retiree health insurance if, at the time of retirement, the employee has reached age 55 and has at least fifteen (15) years of service.
- b. Defined Contribution Plan Participants hired on or after or transferring into the Plan on or after July 1, 2004, will continue to be eligible for retiree health insurance benefits through the Rule of 80-equivalency test.

B. Health Insurance Coverage Prior to Age 65.

1. For Employees Hired Prior to July 1, 1995:

Employees hired prior to July 1, 1995, and who retire early after July 1, 1996, shall be eligible to receive retiree health benefits for themselves and their spouse of record at the time of retirement until the retiree's death, provided they pay fifty percent (50%) of the cost of the spousal benefit.

Employees hired prior to July 1, 1995, who receive a normal, special or disability pension, shall continue to be eligible to receive health benefits for themselves and their spouses of record at the time of retirement until the retiree's death. Such employees shall be required to co-pay for retiree health insurance in the same amount as active employees at the time of their retirement, except that regular part-time employees hired on or after July 1, 1990 work 25 hours or less per week shall pay one-half of the cost of retiree insurance.

The new HDHP-HSA plan shall be offered as an option to retirees who are eligible to participate in such plan.

Spousal coverage shall cease upon the retiree's death.

2. For Employees Hired on or after July 1, 1995 and Prior to July 1, 2001:

Employees hired on or after July 1, 1995 and prior to July 1, 2001, who are eligible for retiree coverage and who are under 65, shall be eligible to receive, for the individual retiree only, the medical insurance coverage offered to active employees, and shall pay the same premium cost sharing required of active employees, except that regular part-time employees hired on or after July 1, 1990 work 25 hours or less per week shall pay one-half of the cost of retiree insurance. Effective July 1, 2015, the PPO Plan will not be offered to

retirees. Effective July 1, 2021, the OAP Plus Plan will not be offered to retirees.

The new HDHP-HSA plan shall be offered as an option to retirees who are eligible to participate in such plan.

3. For Employees Hired On or After July 1, 2001:

Employees hired on or after July 1, 2001, who subsequently retire will be eligible for the retiree only to receive the OAP Basic offered to active employees and shall pay the same premium cost sharing required of active employees, except that regular part-time employees hired on or after July 1, 1990 work 25 hours or less per week shall pay one-half of the cost of retiree insurance.

The new HDHP-HSA plan shall be offered as an option to retirees who are eligible to participate in such plan.

C. Health Insurance Coverage After Retiree Reaches Age 65.

1. The Town shall provide and pay for the employee (and spouse of record at the time of retirement if the employee's hire date makes the retiree eligible for spousal coverage) supplemental Medicare coverage for those over sixty-five (65) years of age. If the retiree is eligible for spousal coverage, such spousal coverage shall cease upon the death of the employee.
2. Employees shall contribute toward the cost of supplemental Medicare coverage the same percentage figure that they were contributing for health insurance prior to reaching age sixty-five (65), except that regular part-time employees hired on or after July 1, 1990 work 25 hours or less per week shall pay one-half of the cost of this coverage. In addition, retirees shall pay the differential cost for any improvements made to the supplemental Medicare coverage for that calendar year.

For employees who retire on or after the effective date of this 2014-17 Agreement, at such time as the retiree reaches age 65, and is receiving coverage that is supplemental to Medicare, the employee shall pay the same percentage cost share as active employees pay, except that regular part-time employees hired on or after July 1, 1990 who work 25 hours or less per week shall pay one-half of the cost of this coverage. In addition, retirees shall pay the differential cost for any improvements made to the supplemental Medicare coverage for that calendar year.

D. Life Insurance.

The Town shall provide life insurance in the amount of six thousand dollars (\$6,000) for the retired employee who retires on or after July 1, 2001.

Section 5. Change of Carrier

All employee insurances referred to in this Section shall be those specifically named. Should the Town wish to provide insurance benefits through an alternative health insurance benefit carrier, said alternative carrier must be equal to or better to the current benefits, and provided that the service network offered must match at least seventy-five percent (75%) of the network currently offered and utilized by employees. The following will be excluded in determining whether a plan is similar or not: out-of-state reciprocal arrangements for routine care (non-emergencies) for OAP and other HMO platforms, claims processing and payment methods and plan documents definitions and language. Prior to changing to an alternative carrier, the Town shall provide at least ninety (90) days' notice to the Union.

Section 6. Cost Containment

The Town reserves the right to initiate cost-containment measures relative to insurance coverage so long as the basic level of insurance benefits remain substantially similar to the conventional insurance coverage.

Section 7. Flexible Spending Account (FSA) Plan

The Town shall make available to bargaining unit employees the opportunity to participate in the Town's "Flexible Spending Account Plan". This Plan allows pre-tax dollars to be set aside into an account for employees (administered by a third party) to be used toward medical or daycare expenses.

Section 8. Pension

Pension rights shall continue to be governed by the Town Pension Ordinance. This Agreement acknowledges that the parties have agreed to modifications of said Ordinance by the Town's Board of Directors, which modifications shall provide as follows:

A. Employees Hired Prior to July 1, 2004.

1. Defined Benefit Plan Contributions.

Employees eligible for the Defined Benefit Plan shall contribute 5.9% percent of their pay to the Plan.

2. Defined Contribution Plan.

All Defined Contribution Plan participants will have the Town and Employee contributions fixed at six percent (6%). Such employees may elect additional

contributions to the extent allowed by law.

B. Employees Electing the Defined Contribution Plan and Employees Hired On or After July 1, 2004:

1. Employees hired on or after September 1, 2000 and prior to July 1, 2004 had a one-time irrevocable election to join the Defined Contribution Plan in lieu of the Defined Benefit Plan.
2. Employees hired on or after July 1, 2004 will be eligible for the Defined Contribution Plan only and not the Defined Benefit Plan.

ARTICLE XX - HEALTH

Section 1. The Town shall provide, free of charge to Library employees, medical injections for the prevention of the flu as long as serum is available and costs do not become prohibitive.

ARTICLE XXI - ENTIRE AGREEMENT

Section 1. The foregoing constitutes an entire Agreement between the parties. The Agreement may not be reopened for changes in its items or additions of new subject matter except by mutual agreement.

ARTICLE XXII - SAVINGS CLAUSE

Section 1. Should any Article, Section or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction such decision of the court shall apply only to the specific article, section or portion thereof directly specified in the decision; upon issuance of such a decision, the parties agree, where applicable, to negotiate a substitute for the invalidated Article, Section, or portion thereof.

ARTICLE XXIII - DURATION

Section 1. This Agreement shall be effective as of the first day of July 2020, except as otherwise noted herein, and shall remain in full force and effect through the thirtieth (30th) day of June, 2023.

SIGNATURES

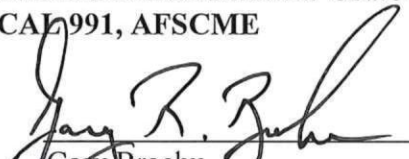
IN WITNESS WHEREOF, the parties have caused their names to be signed on this
6th day of June 2024.

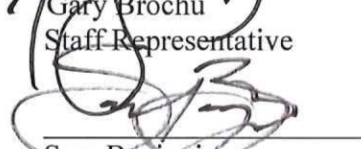
TOWN OF MANCHESTER


By 
Kasia Purciello
Its Assistant Town Manager


Tricia M. Catania
Its Deputy Director of Human
Resources & Labor Relations

**MANCHESTER LIBRARY UNION,
LOCAL 991, AFSCME**

By 
Gary Brochu
Staff Representative


Sara Benigni
Local 991 President


Valerie Kerr
Vice President Library


Lynn Kamm
Negotiating Committee

APPENDIX A – SALARY TABLES

TOWN OF MANCHESTER SALARY TABLES FOR LIBRARY EMPLOYEES IN CLASSIFIED SERVICE EFFECTIVE JULY 1, 2023 THROUGH JUNE 30, 2024 - 2.25% INCREASE

<u>Job Class Code</u>	<u>GRADE</u>	<u>STEP</u>	<u>HOURLY</u>	<u>HOURS PER</u>	<u>BI-WEEKLY</u>	<u>ANNUAL</u>
T336 LIBRARY ASSISTANT	515	1	22.1395	37.50	1,660.46	43,172.09
	515	2	23.1311	37.50	1,734.83	45,105.60
	515	3	24.1843	37.50	1,813.82	47,159.39
	515	4	25.2791	37.50	1,895.93	49,294.08
T338 LIBRARY TECH 1	521	1	27.4060	37.50	2,055.45	53,441.66
	521	2	28.6248	37.50	2,146.86	55,818.32
	521	3	29.9256	37.50	2,244.42	58,354.88
	521	4	31.2884	37.50	2,346.63	61,012.42
T339 LIBRARY TECH 2	525	1	28.7900	37.50	2,159.25	56,140.43
	525	2	30.0908	37.50	2,256.81	58,677.01
	525	3	31.4328	37.50	2,357.46	61,294.05
	525	4	32.8581	37.50	2,464.36	64,073.44
	525	5	34.3248	37.50	2,574.36	66,933.28
T521 LIBRARY PARAPROFESSIONAL	530	1	31.1029	37.50	2,332.72	60,650.61
	530	2	32.5075	37.50	2,438.06	63,389.47
	530	3	33.9633	37.50	2,547.25	66,228.51
	530	4	35.5016	37.50	2,662.62	69,228.22
	530	5	37.0925	37.50	2,781.94	72,330.48
T340 LIBRARIAN 1	535	1	33.4161	37.50	2,506.21	65,161.36
	535	2	34.9235	37.50	2,619.26	68,100.64
	535	3	36.4932	37.50	2,736.99	71,161.74
	535	4	38.1453	37.50	2,860.90	74,383.38
	535	5	39.8595	37.50	2,989.46	77,726.05
T884 LIBRARIAN 2	541	1	37.7321	37.50	2,829.91	73,577.75
	541	2	39.4465	37.50	2,958.49	76,920.78
	541	3	41.2228	37.50	3,091.71	80,384.43
	541	4	43.0609	37.50	3,229.57	83,968.69
	541	5	45.0017	37.50	3,375.13	87,753.27

**TOWN OF MANCHESTER SALARY TABLES FOR LIBRARY EMPLOYEES IN CLASSIFIED SERVICE
EFFECTIVE JULY 1, 2024 THROUGH JUNE 30, 2025 - 2.5% INCREASE**

<u>Job Class Code</u>	<u>GRADE</u>	<u>STEP</u>	<u>HOURLY</u>	<u>HOURS PER</u>	<u>BI-WEEKLY</u>	<u>ANNUAL</u>
T336 LIBRARY ASSISTANT	515	1	22.6931	37.50	1,701.98	44,251.39
	515	2	23.7093	37.50	1,778.20	46,233.24
	515	3	24.7889	37.50	1,859.17	48,338.37
	515	4	25.9109	37.50	1,943.32	50,526.43
T338 LIBRARY TECH 1	521	1	28.0911	37.50	2,106.83	54,777.70
	521	2	29.3404	37.50	2,200.53	57,213.78
	521	3	30.6737	37.50	2,300.53	59,813.75
	521	4	32.0707	37.50	2,405.30	62,537.73
T339 LIBRARY TECH 2	525	1	29.5097	37.50	2,213.23	57,543.94
	525	2	30.8431	37.50	2,313.23	60,143.94
	525	3	32.2187	37.50	2,416.40	62,826.40
	525	4	33.6796	37.50	2,525.97	65,675.28
	525	5	35.1829	37.50	2,638.72	68,606.61
T521 LIBRARY PARAPROFESSIONAL	530	1	31.8804	37.50	2,391.03	62,166.88
	530	2	33.3201	37.50	2,499.01	64,974.21
	530	3	34.8124	37.50	2,610.93	67,884.22
	530	4	36.3892	37.50	2,729.19	70,958.93
	530	5	38.0199	37.50	2,851.49	74,138.74
T340 LIBRARIAN 1	535	1	34.2515	37.50	2,568.86	66,790.39
	535	2	35.7965	37.50	2,684.74	69,803.16
	535	3	37.4055	37.50	2,805.41	72,940.78
	535	4	39.0989	37.50	2,932.42	76,242.96
	535	5	40.8560	37.50	3,064.20	79,669.20
T884 LIBRARIAN 2	541	1	38.6755	37.50	2,900.66	75,417.19
	541	2	40.4327	37.50	3,032.45	78,843.80
	541	3	42.2533	37.50	3,169.00	82,394.04
	541	4	44.1373	37.50	3,310.30	86,067.91
	541	5	46.1267	37.50	3,459.50	89,947.10

**TOWN OF MANCHESTER SALARY TABLES FOR LIBRARY EMPLOYEES IN CLASSIFIED SERVICE
EFFECTIVE JULY 1, 2025 THROUGH DECEMBER 31, 2025 - 2.0% INCREASE**

<u>Job Class Code</u>	<u>GRADE</u>	<u>STEP</u>	<u>HOURLY</u>	<u>HOURS PER</u>	<u>BI-WEEKLY</u>	<u>ANNUAL</u>
T336 LIBRARY ASSISTANT	515	1	23.1469	37.50	1,736.02	45,136.42
	515	2	24.1836	37.50	1,813.77	47,157.90
	515	3	25.2847	37.50	1,896.35	49,305.14
	515	4	26.4292	37.50	1,982.19	51,536.96
T338 LIBRARY TECH 1	521	1	28.6529	37.50	2,148.97	55,873.25
	521	2	29.9272	37.50	2,244.54	58,358.06
	521	3	31.2872	37.50	2,346.54	61,010.03
	521	4	32.7120	37.50	2,453.40	63,788.48
T339 LIBRARY TECH 2	525	1	30.0999	37.50	2,257.49	58,694.82
	525	2	31.4599	37.50	2,359.49	61,346.82
	525	3	32.8631	37.50	2,464.73	64,082.93
	525	4	34.3532	37.50	2,576.49	66,988.79
	525	5	35.8865	37.50	2,691.49	69,978.74
T521 LIBRARY PARAPROFESSIONAL	530	1	32.5180	37.50	2,438.85	63,410.22
	530	2	33.9865	37.50	2,548.99	66,273.69
	530	3	35.5087	37.50	2,663.15	69,241.90
	530	4	37.1169	37.50	2,783.77	72,378.11
	530	5	38.7803	37.50	2,908.52	75,621.51
T340 LIBRARIAN 1	535	1	34.9365	37.50	2,620.24	68,126.20
	535	2	36.5124	37.50	2,738.43	71,199.22
	535	3	38.1536	37.50	2,861.52	74,399.60
	535	4	39.8809	37.50	2,991.07	77,767.82
	535	5	41.6731	37.50	3,125.48	81,262.58
T884 LIBRARIAN 2	541	1	39.4489	37.50	2,958.67	76,925.53
	541	2	41.2413	37.50	3,093.10	80,420.68
	541	3	43.0984	37.50	3,232.38	84,041.92
	541	4	45.0201	37.50	3,376.51	87,789.27
	541	5	47.0492	37.50	3,528.69	91,746.04

**TOWN OF MANCHESTER SALARY TABLES FOR LIBRARY EMPLOYEES IN CLASSIFIED SERVICE
EFFECTIVE JANUARY 1, 2026 THROUGH JUNE 30, 2026 - 1% INCREASE**

<u>Job Class Code</u>	<u>GRADE</u>	<u>STEP</u>	<u>HOURLY</u>	<u>HOURS PER</u>	<u>BI-WEEKLY</u>	<u>ANNUAL</u>
T336 LIBRARY ASSISTANT	515	1	23.3784	37.50	1,753.38	45,587.78
	515	2	24.4253	37.50	1,831.90	47,629.48
	515	3	25.5376	37.50	1,915.32	49,798.19
	515	4	26.6935	37.50	2,002.01	52,052.33
T338 LIBRARY TECH 1	521	1	28.9395	37.50	2,170.46	56,431.98
	521	2	30.2265	37.50	2,266.99	58,941.64
	521	3	31.6001	37.50	2,370.01	61,620.13
	521	4	33.0392	37.50	2,477.94	64,426.36
T339 LIBRARY TECH 2	525	1	30.4009	37.50	2,280.07	59,281.77
	525	2	31.7745	37.50	2,383.09	61,960.29
	525	3	33.1917	37.50	2,489.38	64,723.76
	525	4	34.6968	37.50	2,602.26	67,658.68
	525	5	36.2453	37.50	2,718.40	70,678.53
T521 LIBRARY PARAPROFESSIONAL	530	1	32.8432	37.50	2,463.24	64,044.32
	530	2	34.3264	37.50	2,574.48	66,936.43
	530	3	35.8637	37.50	2,689.78	69,934.32
	530	4	37.4881	37.50	2,811.61	73,101.89
	530	5	39.1680	37.50	2,937.60	76,377.73
T340 LIBRARIAN 1	535	1	35.2859	37.50	2,646.44	68,807.46
	535	2	36.8776	37.50	2,765.82	71,911.21
	535	3	38.5352	37.50	2,890.14	75,143.60
	535	4	40.2797	37.50	3,020.98	78,545.50
	535	5	42.0899	37.50	3,156.74	82,075.21
T884 LIBRARIAN 2	541	1	39.8435	37.50	2,988.26	77,694.79
	541	2	41.6537	37.50	3,124.03	81,224.89
	541	3	43.5295	37.50	3,264.71	84,882.34
	541	4	45.4704	37.50	3,410.28	88,667.16
	541	5	47.5197	37.50	3,563.98	92,663.50

APPENDIX B

USE OF PART-TIME AND TEMPORARY EMPLOYEES

The Library may employ part-time or temporary employees to perform bargaining unit work, provided the use of the employees does not cause a reduction of overtime significantly below customary levels. However, from Monday through Thursday from 5:00 p.m. to 9:00 p.m., the Library Director or his/her designee may call in non-bargaining unit part-time employees first to replace non-bargaining unit part-time employees. Should the Town determine that it is in their best interest to reduce the number of bargaining unit personnel below current levels by means of layoff or reduce overtime significantly below customary levels, then prior to such action being taken the temporary or part-time employees referenced in this section shall be terminated. During the contract year July 1, 1999-June 30, 2000 the Library agrees that it will not expend more than Fifty Thousand Dollars (\$50,000) to employ such part-time or temporary employees. This amount shall be increased each July 1 by the percentage increase in the preceding fiscal year's circulation rate as reported to the State Library.

Effective July 1, 2001 existing Library Tech II's shall be upgraded to the paraprofessional classification, provided the employees meet the minimum qualifications for the paraprofessional classification. Employees shall go to the first step in the new range which provides for an increase in pay. July 1 shall be considered the employee's anniversary date for future step increases. Employees who do not meet the paraprofessional qualifications on July 1, 2001 shall be upgraded to the paraprofessional position at the start of the next fiscal year following receipt of the educational requirements for the paraprofessional position.

APPENDIX C

TEMPORARY LIMITED DISABILITY (TLD) EXPLANATION PACKAGE

The temporary limited duty explanation (TLD) package includes the following:

- a) Doctor's evaluation form, filled out and signed by the employee.
- b) The current job description of the employee.

The purpose of the TLD package is to provide the treating physician with correct information as to the present duties of the employee. The response of the treating physician will be evaluated; and if the physician has indicated that the employee is temporarily not able to return to his regular position but is physically able to perform temporary limited-duty assignments, he/she will be required to report for limited duty, subject to the determination of his/her supervisor as to the department's needs. TLD assignments shall to the extent possible be related to the type of work normally performed by the employee.

TLD assignments are temporary and will be discontinued if any of the following occur:

- (a) The treating physician returns the employee to full duty with no restrictions.
- (b) The treating physician temporarily prohibits the employee from continuing with a limited-duty assignment.
- (c) There are no longer available tasks within the Department that will accommodate the employee's capabilities and restrictions.
- (d) The treating physician indicates that the employee has reached maximum medical improvement and will not be able to return to his prior position.
- (e) An employee has been on temporary limited duty for a period of six (6) months. (The six-month period may be extended at the discretion of the Town Manager or his/her designee.) The Town Manager or his/her designee will be sole determinant for ruling on the extension of the six-month period.

APPENDIX C

DOCTOR'S FORM

WORK FITNESS EVALUATION

The Town of Manchester requests that the information below be completed by the attending physician pertinent to the capabilities of our employee as a result of his/her illness or injury which occurred on_____.

A description of a significant physical requirement implicit in this employee's job description is attached for your review in order to determine if

- (a) The employee can return to work with no restrictions to performance of his duties.
- (b) The employee can return to work with specific limitations as identified in the attached Doctor's Certificate.
- (c) The employee may not return to work until release from doctor's care.
- (d) Employee has reached maximum medical improvement and physical restrictions preclude the employee from being able to return to his prior position.

If there are any questions on the employee's job responsibilities, please call the employee's department and speak to_____at_____.
(Supervisor)

APPENDIX C

DOCTOR'S CERTIFICATE FOR WORK AUTHORIZATION

Employee's name: _____

Employee's occupation/job title: _____

Physician name: _____

Date of exam/treatment: _____
month/day/year/hour

Date of accident: _____

Nature of injury/diagnosis:

Treatment administered: _____

Medication prescribed: _____

How long have you been the treating physician: _____

Restriction on employee's activities:

After reviewing the job description and examples of limited-duty tasks, employee can:

- (a) Return to normal duties with no restrictions: yes ☐ no ☐
- (b) Can return to work and perform tasks similar to those checked on the form entitled "Examples of Limited-Duty Tasks": yes ☐ no ☐
- (c) Cannot return to work performing any task until release from doctor's care:
yes ☐ no ☐
- (d) Date employee can return to limited-duty work: _____
m/d/y
- (e) Expected date at which time the employee can return to full duty: _____
m/d/y
- (f) Next follow-up visit scheduled: _____
m/d/y

I, _____, hereby authorize release of the above information and any medical records and information related to the above request to the Town of Manchester and its authorized representatives.

Signature of Employee

Date

Signature of Examining Physician

Date

APPENDIX D
HEALTH INSURANCE MATRIX
Town of Manchester, Connecticut

	OAP Basic
Costshares	
	OAP Basic plan has no Out-of-Network benefits \$20 Office Visit Copay \$75 Emergency Room Copay Lifetime Maximum In-Network - Unlimited
Preventive Care	
Pediatric	No Copay
Adult	No Copay
Vision	No Copay Covered once every 24 months
Hearing	No Copay Screening part of physical exam
Gynecological	No Copay
Medical Services	
Medical Office Visit	\$20 Copay
Outpatient PT/OT/ST/Chiro.	\$20 Copay 60 Combined Days per calendar year per member
Allergy Services	20 Copay for office visits and testing No copay for injections
Diagnostic Lab & X-ray	Covered
Inpatient Medical Services	Covered
Surgery Fees	Covered
Office Surgery	Covered
Outpatient MH/SA	\$20 Copay
Emergency Care	
Emergency Room	\$75 Copay (waived if admitted) Sudden & Serious Guidelines
Urgent Care	\$25 Copay
Ambulance	Covered

Library - Effective July 1, 2023

BENEFIT	OAP Basic
Inpatient Hospital	
General/Medical/Surgical/ Maternity (Semi-private)	\$200 Copay
Ancillary Services Medication, Supplies	Covered
Psychiatric	Unlimited days
Substance Abuse/Detox	Unlimited days
Skilled Nursing/Rehabilitative Facility	Covered up to 180 days per calendar year
Hospice	Covered
Outpatient Hospital	
Outpatient Surgery Facility Charges	\$100 Copay (Prior Authorization Required)
Diagnostic Lab & X-ray	Covered
Pre-Admission Testing	Covered
Other Services	
Durable Medical Equipment	Covered
Prosthetics	Covered
Home Health Care	Unlimited days (Prior Authorization Required)
Pharmacy Benefits	
Prescriptions	\$5/\$20/\$35 Unlimited maximum Three Tier Formulary RX Rider

No referrals are required. No primary care physician is required.

INFERTILITY: Coverage is subject to a \$5,000 lifetime maximum for OAP Basic plans.

ELIGIBILITY: Effective July 1, 2010 dependent children to age 26 for medical and prescription plans due to the passing of the Health Care Reform Act of March 30, 2010. Dependent children covered to age 25 for dental plans.

Library Effective July 1, 2023

APPENDIX D

Town of Manchester, Connecticut

BENEFIT	High Deductible Health Plan/ Health Savings Account	BENEFIT	High Deductible Health Plan/ Health Savings Account
Costshares	Deductible - \$2,000/\$4,000	Inpatient Hospital	Covered 100% after plan deductible met
	Coinsurance - 100% after plan deductible met	General/Medical/Surgical/ Maternity (Semi-private)	
	for in network services		
	\$4,000/\$8,000 out of pocket maximum	Ancillary Services	Covered 100% after plan deductible met
	Coinsurance - 80% after plan deductible met	Medication, Supplies	
	for out of network services		
	Employer Contribution	Psychiatric	Covered 100% after plan deductible met
	\$1,000 single coverage		Unlimited days
	\$2,000 double or family coverage	Substance Abuse/Detox	Covered 100% after plan deductible met
			Unlimited days
	Lifetime Maximum In-Network - Unlimited	Skilled Nursing/Rehabilitation	Covered 100% after plan deductible met
	Lifetime Maximum Out-Of-Network - Unlimited	Facility	Covered up to 180 days per calendar year
Preventive Care		Hospice	Covered 100% after plan deductible met
Pediatric	Covered		
		Outpatient Hospital	
Adult	Covered	Outpatient Surgery	Covered 100% after plan deductible met
		Facility Charges	(Prior Authorization Required)
Hearing	Covered	Diagnostic Lab & X-ray	Covered 100% after plan deductible met
	Screening part of physical exam		
Gynecological	Covered	Pre-Admission Testing	Covered 100% after plan deductible met
Medical Services		Other Services	
Medical Office Visit	Covered 100% after plan deductible met	Durable Medical Equipment	Covered 100% after plan deductible met
Outpatient PT/OT/ST/Chiro.	Covered 100% after plan deductible met	Prosthetics	Covered 100% after plan deductible met
	60 Combined Days		
	per calendar year per member	Home Health Care	Covered 100% after plan deductible met
Allergy Services	Covered 100% after plan deductible met		Unlimited days
		Vision	(Prior Authorization Required)
Diagnostic Lab & X-ray	Covered 100% after plan deductible met		Covered 100% after plan deductible met
			Covered once every 24 months
Inpatient Medical Services	Covered 100% after plan deductible met	Prescriptions prior to 7/1/2016 (Coverage through Cigna)	Covered 100% after plan deductible met
		Prescriptions	Three Tier Formulary RX Rider
Surgery Fees	Covered 100% after plan deductible met		Rx copays apply after plan deductible met
			\$5/\$20/\$35
			Three Tier Formulary RX Rider
Office Surgery	Covered 100% after plan deductible met	* All benefits listed are for In-Network. For Out-of-Network benefits, please refer to your Employee Benefit Summary.	
Outpatient MH/SA	Covered 100% after plan deductible met	** Plan is Non-Gatekeeper. No referrals are required. No primary care physician is required.	
Emergency Care		INFERTILITY: Coverage is subject to a \$5,000 lifetime maximum	
Emergency Room	Covered 100% after plan deductible met	ELIGIBILITY: Effective July 1, 2010 dependent children covered to age 26 for medical and prescription plans due to the passing of the Health Care Reform Act of March 30, 2010.	
Urgent Care	Covered 100% after plan deductible met		
Ambulance	Covered 100% after plan deductible met		