

AGREEMENT
BY AND BETWEEN
TOWN OF HAMDEN
AND
AFSCME, AFL-CIO
LOCAL 1303-115 OF COUNCIL 4
(LIBRARY EMPLOYEES)
JULY 1, 2017– JUNE 30, 2023

**LIBRARY LOCAL 1303-115 AGREEMENT
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THIS AGREEMENT effective this 1st day of July, 2017 by and between the Town of Hamden, Connecticut, hereinafter referred to as the Town and Local #1303-115 of Council #4 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union.

WITNESSETH

WHEREAS, the parties hereto desire to provide methods for a fair and peaceful adjustment of all disputes that may arise between the Town and the Union.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter entered into and for other good and valuable considerations, the parties hereto agree as follows:

ARTICLE 1 **RECOGNITION**

Section 1.1

The Town recognizes the Union as the sole and exclusive bargaining agent with respect to rates of pay, wages, hours and all other conditions of employment for all employees covered by this agreement.

Section 1.2

The term "employee" as used in this agreement shall mean all permanent employees of the Hamden Library System including part-time employees working less than twenty (20) hours per week in the Town of Hamden Library but excluding the Library Director and one Library Associate Director.

ARTICLE 2 **NON-DISCRIMINATION**

Section 2.1

The Town will not interfere with, restrain or coerce the employees covered by this agreement because of membership in, or activity on behalf of, the Union. The Town will not discriminate in respect to hire, tenure of employment or any term or condition of employment against any employee covered by this agreement because of membership in, or activity on behalf of, the Union, nor will it discourage or

attempt to discourage membership in the Union or attempt to encourage membership in another Union.

Section 2.2

Unless there is a bona fide occupational qualification, there shall be no discrimination, threat, penalty, coercion or intimidation of any kind against any employee by reason of race, color, religious creed, sex, sexual orientation, age, marital status, national origin, ancestry, present or past history of mental disorder, mental retardation or physical disability, including but not limited to blindness, Union membership or Union activity.

ARTICLE 3 AGENCY SHOP

Section 3.1

As a condition of continued employment, all present employees shall, within thirty (30) days after the effective date of this Agreement, either become members of the Union or pay an agency fee to the Union as set by the Union in accordance with applicable law. As a condition of continued employment, all new employees covered by this Agreement shall, at the end of the first ninety (90) calendar days of employment, either become members of the Union or pay an agency fee to the Union as set by the Union in accordance with applicable law.

Section 3.2

During the life of this Agreement, any employee who is now a member of the Union or becomes a member of the Union shall have the option to continue paying Union dues or in lieu thereof may shift to payment of the agency fee as described herein, above, and also pursuant to Article 4 CHECK-OFF.

Section 3.3

The Town will within fifteen (15) working days after receipt of notice from the Union, discharge any employee who is not in good standing with the Union as required by the proceeding paragraphs.

Section 3.4

The Union agrees to indemnify and save the Town harmless from any and all claims, suits or other forms of liability arising out of the Town's acting to implement this Article.

ARTICLE 4 **CHECK-OFF**

Section 4.1

Upon receipt of a signed authorization of an employee covered by this Agreement, the Town shall deduct from the employee's pay the initiation fees, Union dues, or agency fees payable by him to the Union during the period provided for in said authorization. The amount shall be certified by the Financial Secretary of the Local Union.

Section 4.2

Deductions on account of initiation fees, Union dues, or agency fees shall be made payable from the next pay of the employee after receipt of the authorization and, in the case of Union dues or agency fees, monthly thereafter, as applicable, from the first pay of the employee each month.

Section 4.3

Deductions provided in the first paragraph shall be remitted to the Council 4 office of the Union no later than the tenth (10th) day of the month following the deduction and shall include all deductions made in the previous month. The Town shall furnish the Council #4 office of the Union, monthly, with a record of those for whom deductions have been made and the amounts of the deductions.

Section 4.4

The parties agree that check-off authorization shall be in the customary form.

Section 4.5

The Union agrees to indemnify and save the Town harmless from any and all claims, suits or other forms of liability arising out of the Town's acting to implement this Article.

ARTICLE 5

HOURS OF WORK

Section 5.1

The established work week for custodians shall be 40 hours per week. On an emergency basis only, Library custodians may be utilized outside the Library anywhere within the grounds or building of the Miller Cultural Complex.

Section 5.2

The established work week for full-time employees shall be thirty-seven and one half (37-1/2) hours per week.

Section 5.3

Unless a greater rate is provided for by the terms of this Agreement, premium overtime, which is defined to mean payment of one and one-half times the employee's straight time hourly rate, shall be paid to full-time employees after their regular schedule work day and part-time employees for each hour, or portion thereof, worked in a work week after the normal schedule hours for the full-time positions they are performing part-time.

Section 5.4

Any assignment of work beyond the employee's normal regularly scheduled hours in any work day or work week, other than in the case of emergency conditions, shall be made by authorized personnel, with reasonable notice to the employee.

Section 5.5

The Town agrees that the existing practice of coffee breaks will continue.

Section 5.6

An assignment of overtime work, other than emergencies, shall be made at least four (4) hours in advance by the employee's supervisor.

Section 5.7

Any employee called back to work after completing his normal work day (and who has left his place of employment), shall be granted a minimum of three (3) hours of work at the rates specified in this Contract.

Section 5.8

Management may shift employees from their assigned area of service to any other areas where it believes staffing is needed. Whenever management determines auxiliary staffing is necessary in order to provide service to the public, if the schedule requires overtime, overtime shall be offered first to regular, full-time bargaining unit employees who are qualified and who are currently assigned to the area of service where the staffing is needed.

The ability of the staff member to perform the required work assignment determines who is qualified. Areas of service are defined as: public services circulation, public services information, public services branches, public services children, technical services and custodial services.

If the qualified employees within the service area refuse overtime work, the supervisor may request qualified employees assigned to other service areas to work overtime. If this procedure does not fill the work assignment needed, management may schedule other qualified employees including temporary call-in or other non-bargaining unit employees to work the service area where auxiliary staffing is needed. All qualified available bargaining unit employees will be offered overtime before non-bargaining unit employees.

Section 5.9

Draft schedules listing future work assignments will indicate dates and times assignments are available for overtime. Qualified employees have three (3) working days from the release date of the draft schedule to request the available overtime assignments. If after three (3) working days, no qualified regular, full-time employee requests the available overtime assignment, then management may assign other employees to work said hours.

Section 5.9 (a)

Emergency scheduling, that is auxiliary scheduling requiring short notice, follows the same procedure as in Section 5.8, but notification may be limited to one-half (1/2) hour before opening during any morning for which auxiliary staffing is needed and may be limited to one (1) hour after 1:00 p.m. if management determines auxiliary staffing will be needed within the next 24 to 72 hours.

Section 5.10

The current practice concerning working hours of part-time employees shall continue.

Section 5.11

Section 5.1 through 5.9 (a) shall not apply to part-time employees.

Section 5.12

1. Miller Library may be open every Sunday except for Easter Sunday and the Sunday between Christmas and New Year, as determined and at hours established by the Library Board.
2. Draft schedules for Sunday hours will be posted quarterly. Employees shall have the opportunity to voluntarily sign up for available slots within ten (10) working days after the posting. Employees may be shifted from their requested slots to a service area where staffing is required.
3. In the event that the slots are not voluntarily filled with qualified employees, the Town reserves the right to fill the slots pursuant to Section 5.8.
4. Full time employees who work on Sunday shall receive time and one-half their straight hourly rate of pay.

ARTICLE 6 **HOLIDAYS**

Section 6.1

The Library System is closed on the following days and said days are designated as paid holidays:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
President's Day	Columbus Day
Good Friday	Veterans' Day
Memorial Day	Thanksgiving Day
Floating Holiday*	Christmas Day

* Part time employees shall be entitled to one-half floating holiday per year.

Section 6.2

Employees recalled to work, and in fact working beyond 6:00 p.m. Christmas Eve and New Year's Eve, shall be compensated for said work at the holiday rate set forth herein.

Section 6.3

Except when absent from work due to a leave authorized by this Agreement, an employee must work the day before and the day after a holiday (provided these are regular work days) to be entitled to such holiday compensation for said holiday. Employees taking a sick day on the day before or on the day after a paid holiday must substantiate the sick leave with a physician's note.

Section 6.4

In addition, every employee shall be granted a paid holiday on a day that the President of the United States, the Governor of the State of Connecticut, or the Mayor of the Town of Hamden declares a holiday by proclamation.

Section 6.5

When an employee works on any of the aforesaid holidays, the employee shall be paid for the actual hours worked at a rate of one and one-half (1-1/2) his straight time, with a minimum of three (3) hours.

Section 6.7

If the Library Board decides to close the Library System on the day before December 25, or the day before January 1, then it will become a paid holiday for all employees. If the Library Board does not so vote to close, each employee shall be credited with a floating holiday, which shall be scheduled by agreement with the Library Director.

Section 6.8

If the State Legislature declares a state legal holiday pursuant to state statute, such declared holiday shall be granted to the employees covered by this Agreement.

Section 6.9

Holidays falling on Sunday will be celebrated on the following Monday.

Section 6.10

Part-time employees shall only be paid for any of the Holidays listed in 6.1 above if the Holiday falls on one of the employees' regularly scheduled workdays.

ARTICLE 7
WAGES

Section 7.1

The existing wage schedule shall be adjusted as follows:

- A. 2.25% GWI effective and retroactive to July 1, 2017.
- B. 2.00% GWI effective July 1, 2018.
- C. 2.5% GWI effective July 1, 2019.
- D. 2.25% GWI effective July 1, 2020.
- E. 2.25% GWI effective July 1, 2021.
- F. 2.5% GWI effective July 1, 2022.

Section 7.2

Employees shall progress each year on their anniversary date to the next step until they reach maximum. Promoted employees must spend 1 year at step level before moving to the next step.

Section 7.3

Any employee who is temporarily assigned for at least five (5) consecutive work days, to do a type of work that is other than his or her normal work or is outside of his or her classification which is not training, and which classification's entry level is at a higher rate of pay than the rate of pay being paid to the employee being temporarily assigned shall receive wage equal to their present weekly wages plus

an increase equal to the percentage by which the entry level of that classification to which they are being transferred exceeds the entry level in which they normally work while performing those duties.

Section 7.4

New employees shall commence employment at the entry level rate, and shall automatically progress a step each year upon their anniversary date. The Town, at the discretion of the Personnel Director, may engage new employees at any step within a range. In no event shall any employee receive a higher rate than the maximum except as herein provided.

Section 7.5

Individuals promoted to a higher classification will be placed at a step in the new range next higher in salary than the one they vacate. No employee shall receive a reduction in pay as a result of their promotion. Promoted employees must work at least one (1) year in the position before being eligible for step.

Section 7.6

Pages who work on Sunday shall receive a two dollar (\$2.00) per hour differential for all hours worked. Pages shall also receive a two dollar (\$2.00) per hour differential for work performed at the branches.

ARTICLE 8 **LONGEVITY**

Section 8.1

For all employees hired before July 1, 2017, on the pay period following the employee's anniversary date, annually, the Town shall make the following additional payment, to each employee who has completed the following continuous years of service:

After	5 years of service	\$ 75.00
	6 years of service	100.00
	7 years of service	125.00
	8 years of service	150.00
	9 years of service	175.00
	10 years of service	200.00
	11 years of service	225.00

12 years of service	250.00
13 years of service	275.00
14 years of service	300.00
15 years of service	325.00
16 years of service	350.00
17 years of service	375.00
18 years of service	400.00
19 years of service	450.00
20 years of service	500.00

For all employees hired on or after July 1, 2017, on the pay period following the employee's anniversary date, annually, the Town shall make the following additional payment to each employee who has completed the following continuous years of service:

After 5 years of service	\$250.00
After 10 years of service	\$450.00
After 15 years of service	\$650.00.

Section 8.2

If an employee has completed eight (8) months from his anniversary date at the time of termination, unless discharged for cause, he or she shall receive the earned longevity pro-rated.

Section 8.3

In lieu of 8.1 above, all part-time employees hired before July 1, 2017, on the pay period following the employee's anniversary date, annually, the Town shall make the following additional payment to each employee who has completed the following continuous years of service:

After	5 years of service	\$ 50.00
	6 years of service	55.00
	7 years of service	65.00
	8 years of service	70.00
	9 years of service	75.00
	10 years of service	80.00
	11 years of service	90.00
	12 years of service	95.00
	13 years of service	100.00
	14 years of service	105.00
	15 years of service	110.00

16 years of service	120.00
17 years of service	125.00
18 years of service	130.00
19 years of service	150.00
20 years of service	175.00

In lieu of 8.1 above, all part-time employees hired on or after July 1, 2017, on the pay period following the employee's anniversary date, annually, the Town shall make the following additional payment to each employee who has completed the following continuous years of service:

After 5 years of service	\$50.00
After 10 years of service	\$75.00
After 15 years of service	\$100.00.

Section 8.4

In addition to current longevity provision, employees with more than five (5) years of service are also entitled to the following:

- 1) Employees who use ten (10) or less sick days in a calendar year under Article 9, shall receive an additional \$300.00 longevity payment.
- 2) Employees who use seven (7) or less sick days in a calendar year shall receive an additional \$250.00 for a total of \$550.00.

Employees with five (5) or less years of service are also entitled to the following:

- 1) Employees who use ten (10) or less sick days in a calendar year under Article 9, shall receive a \$150.00 longevity payment.
- 2) Employees who use seven (7) or less sick days in a calendar year shall receive an additional \$100.00 longevity payment for a total of \$250.00.

These additional longevity payments shall be made during the month of January for the preceding calendar year and every January thereafter.

This Section only applies to employees hired before July 1, 2017.

ARTICLE 9 **SICK LEAVE**

Section 9.1

Every full time employee shall be entitled to one and one-half (1-1/2) days of sick leave with full pay, for each month, or fraction thereof, of employment. Employees hired on or after July 1, 2015 shall be entitled to one and one-quarter (1 -1/4) days of sick leave with full pay, for each month, or fraction thereof, of employment.

The part-time Librarian I position shall accrue one (1) hour of paid sick leave for every forty (40) hours worked for a minimum of forty (40) hours of paid sick leave per calendar year. The employee is eligible to carryover a maximum of forty (40) hours of paid sick leave from year to year.

Section 9.2

Sick leave shall be cumulative to a total of one hundred eighty five (185) days for full time employees who as of June 1, 2008 have accrued ninety (90) or more sick days. Full time employees who have accrued less than ninety (90) sick days as of June 1, 2008 may accumulate sick leave to a total of one hundred fifty (150) days. Employees hired after June 1, 2008 may only accumulate sick leave to a total of ninety (90) days. As used herein, the term "sick leave" shall be defined to mean an authorized absence from work for which the employee shall be compensated at his regular rate of pay.

Section 9.3

An employee's absence from work shall be authorized within the meaning of this Article and shall qualify him for sick leave if it is due to:

- a) Illness, incapacity or injury of the employee not arising from his intentional act; on request substantiation of illness by a doctor's certificate must be furnished by the employee if, in the opinion of the Town, the employee is abusing the sick leave provision.
- b) Illness, incapacity, or injury to a member of employee's immediate family that requires the employee's personal attendance, provided however, that in the event the absence shall extend beyond two (2) days, the Town shall require proof of same, and provided further that the employee's spouse is in no way available for said attendance. It is understood and agreed that this cause is intended to cover that situation where an immediate family is ill and there is no other family member available to care for said sick individual.

Section 9.4

Whenever an employee uses his/her entire accumulation of sick days, he/she may request his/her Department Head to petition the Mayor for an extension of Sick Days. If rejected by the Department Head, the petition will be forwarded to the Mayor for final decision. The Mayor may grant such extension not to exceed twenty (20) days upon a showing of good cause. Any subsequent extension shall be at the discretion of the Mayor.

The Town agrees to allow any bargaining unit member who has reached maximum allowable unused sick leave accrual (150 days) to put any further unused sick leave into a leave bank.

The Bank shall be available to any bargaining unit member who experiences catastrophic injury or illness and has expended all of his/her accumulated sick leave. The sick leave bank will be administered by the Town and the Union working together.

Section 9.5

A paid holiday occurring while an employee is on authorized sick leave status shall not be charged to accrued sick leave.

Section 9.6

A satisfactory method of informing individual employees of accumulated sick leave shall be established wherein the employee shall be advised at least once each six (6) months (January and July) of said accumulation.

Section 9.7

If an employee retires in accordance with the Hamden Employees Retirement Plan, the employee shall be compensated, within 30 days of the employee's effective retirement date, for unused sick leave days as follows: fifty (50%) percent of sick leave days up to 90 days; seventy five (75%) percent of sick leave days, from 91 days to 120 days; and one hundred (100%) percent of any remaining unused sick days. Such redemption payment shall not be counted in any calculation of any retirement plan benefit. Full time employees hired after June 1, 2008 may only be paid for up to forty five (45) accrued sick days upon normal retirement under CMERS.

Section 9.8

9.1 through 9.7 shall not apply to part-time employees.

Section 9.9

If a part-time employee is absent from work due to illness, he or she shall be given the opportunity to make up the time lost at a time or times to be selected by the Library Director within one (1) month of the date of illness. The time selected shall be as similar as possible to the normal working hours of the employee. If the opportunity is rejected by the employee without good cause, this benefit shall be considered waived by the employee for this illness. If the employee works more than eight (8) hours in a day as a result of this provision, it is agreed that he or she will be paid straight time for hours worked. Part-time employees agree not to abuse this provision.

Section 9.10

The Town shall pay to the estate of an employee that dies as an active employee, his or her accumulated sick leave in accordance with the formula specified in Section 9.7 above. Said payment shall be made within one (1) month of the employee's death.

ARTICLE 10

BEREAVEMENT LEAVE

Section 10.1

In the event of death in the immediate family of the employee, said employee shall be granted three (3) days bereavement leave with full pay. The term "immediate family" shall include the employee's sister, brother, grandparents, grandchildren, parents-in-law, sister, brother-, daughter-, or son-in-law, or any other relative who resides in the employee's household. For the death of any other relative, other than the employee's spouse or child, the employee shall be entitled to one day's leave with full pay, to attend the funeral.

Section 10.2

In the event of death of a parent, spouse, child, or stepchild, said employee shall be granted five (5) days bereavement leave with full pay.

Section 10.3

In the event of death in the immediate family of a part-time employee, the benefit shall be the same as 10.1 & 10.2. However, the benefit shall coincide with the same hours per day as the part-time employees' work day.

ARTICLE 11
CHILDBEARING LEAVE

Section 11.1

An employee including part-time employees, who becomes sick or disabled due to pregnancy or childbirth shall be entitled to leave in accordance with applicable state and federal statutes.

Section 11.2

Employees shall not be precluded from using accrued vacation or personal leave during periods of childbearing leave.

Section 11.3

Subject to a physician's statement that the employee is physically unable to return to work, employees shall not be precluded from using accrued sick leave during periods of childbearing leave.

Section 11.4

Nothing in this Article shall be construed as creating the right to childrearing or paternity leave.

ARTICLE 12
WORKERS' COMPENSATION

Section 12.1

Workers' Compensation shall be supplemented by the difference in the employee's regular pay up to a maximum of eighty percent (80%) of the employee's regular pay to such time as the employee has been declared to have

attained “maximum recovery” by the Workers’ Compensation Commissioner or eighteen (18) months from the date of injury, whichever occurs first.

Section 12.2

Any employee who was injured in the performance of his/her work and who is unable to subsequently perform the duties assigned to him/her prior to his/her injury or disability, shall be assigned to whatever other work with the department he/she is able to perform, and his/her compensation for such new work shall be no less than that which he/she would have received if he/she had continued to perform the work assigned to him prior to the injury or disability, but this provision shall apply only for twelve (12) months from the date of maximum recovery.

12.1 – Shall apply to part-time employees.

12.2 – Shall not apply to part-time employees.

ARTICLE 13 **JURY DUTY**

Section 13.1

Any employee, including part-time employees, within the Union required to serve on jury duty shall be given a leave of absence for jury service time. Provided the rate paid for such jury duty is less than the employee’s regular rate, the Town will pay the difference. It is understood that, if an employee is excused from jury duty not later than 12:00 noon, he/she shall return to his/her regular job with the Town, and the payment of difference in wages by the Town shall not pertain when so working.

ARTICLE 14 **PERSONAL LEAVE DAYS**

Section 14.1

Subject to paragraph 14.2, each employee shall be entitled to three (3) personal leave days, without loss of pay, during each fiscal year. Every reasonable attempt shall be made to arrange scheduling of said personal leave in advance between the employee and the department head. Personal leave days may only be used in one (1) hour, half-day or full-day increments.

Section 14.2

Each employee first hired on or after October 22, 1981, shall receive one (1) personal day, without loss of pay, subject to the same scheduling process, during the subsequent fiscal year, and two such personal days after completing two (2) years of continuous service, and three personal days after having completed three (3) years of continuous service.

Section 14.3

Each part-time employee who has completed one (1) year of continuous service shall receive four and one-half (4.5) hours of paid personal leave, subject to the same scheduling process as personal leave for full-time employees, during the subsequent fiscal year, and nine (9) hours of paid personal leave in each fiscal year after having completed two (2) years of continuous service.

Section 14.4

Part-time employees, who are scheduled to work on a day the Library closes, other than due to inclement weather as set forth in Article 37 shall suffer no loss of pay.

ARTICLE 15 **VACATIONS**

Section 15.1

For employees hired on or before June 30, 2006. Each professional employee (i.e., Librarian I, Librarian II, and Librarian III, Librarian IV, Circulation Manager) and paraprofessional employee (i.e., Library Technical Assistants) will receive twenty-four (24) working days vacation for a fiscal year.

Employees hired on or after July 1 2006 and before July 1, 2017: Regular full-time employees shall receive vacation in accordance with the following schedule:

<u>Length of Service</u>	<u>Vacation Allowance</u>
After 6 months	5 vacation days
After 1 year	10 vacation days
After 5 years	15 vacation days
After 10 years	18 vacation days
After 15 years	20 vacation days
After 20 years	25 vacation days

Regular full-time employees hired on or after July 1, 2017, shall accrue vacation according to the following schedule:

<u>Length of Service</u>	<u>Vacation Allowance</u>
After 6 months	5 days
After 1 year	5 days (10 days during first year)
After 5 years	12 days
After 10 years	15 days
After 15 years	17 days
After 20 years	20 days.

Section 15.2

Any other library employee will receive fifteen (15) working days vacation for a fiscal year. Employees having worked less than a full year will receive one and a quarter (1-1/4) days allowance for each month employed. Employees who have completed ten (10) years of service will receive vacation allowance as follows:

10 to 20 years of service	18 days
20 or more years of service	22 days

Section 15.3

Vacations are scheduled at the time most convenient for the employee insofar as possible. However, the Library Director may deny specific dates if it is deemed in the best interest of the Town.

Section 15.4

If his/her employment is terminated within the first six (6) months, said employee is not eligible for vacation pay.

15.1 through 15.4 shall not apply to part-time employees.

Section 15.5

In lieu of 15.1 through 15.4, each part-time employee shall receive a vacation equal to 2/52 of the total hours worked as of his/her anniversary. Vacations are scheduled as deemed in the best interest of the Town. If employment is terminated within the first twelve (12) months, said part-time employee is not eligible for vacation pay. Vacation time must be taken by the part-time employee within twelve (12) months of being earned and may not be accumulated.

Section 15.6

The Town shall pay to the estate of an employee who dies as an active employee his or her accumulated vacation pay.

Section 15.7

A. Vacation Carryover for Employees Hired on or Before June 30, 2006

Employees shall not be allowed to carry over vacation time. In general, and subject to department approval, employees may take their vacation time anytime during the year, subject to proper notice, work and staffing requirements. Employees are encouraged to submit their requests for vacation as far in advance as possible. The department shall not unreasonably deny any employee's request for vacation. Where a vacation request is denied because of work or staffing needs, the department and employee shall meet to agree upon an alternative time when the employee's vacation can be taken within the same fiscal year, if possible. If employees are unable to use vacation by the end of the fiscal year (for reasons related to illness, injury, staffing) and after meeting with the department, unused vacation shall be paid to employee at 100% of the employee's current daily rate.

B. Vacation Carryover for Employees Hired on or After July 1, 2006

Employees shall not be allowed to carry over vacation time. In general, and subject to department approval, employees may take their vacation time anytime during the year, subject to proper notice, work and staffing requirements. Employees are encouraged to submit their requests for vacation as far in advance as possible. The department shall not unreasonably deny any employee's request for vacation. Where a vacation request is denied because of work or staffing needs, the department and employee shall meet to agree upon an alternative time when the employee's vacation can be taken within the same anniversary year, if possible. If employees are unable to use vacation by their anniversary date (for reasons related to illness, injury, staffing) and after meeting with the department, unused vacation shall be paid to employee at 100% of the employee's current daily rate.

ARTICLE 16 **SENIORITY**

Section 16.1

The length of continuous service of the employee shall determine the seniority of the employee. Employees who leave the employment of the Town with a minimum of five (5) years of continuous service with the Town and who return to

service with the Town within three (3) years of leaving shall have their seniority restored.

Section 16.2

All new employees shall, for the first ninety (90) days of their employment, be considered probationary employees. If retained after the three (3) month period, these employees shall be placed upon the seniority list with seniority as of the date of hiring. All such employees may be dismissed during this probationary period without cause. The Union may, however, in accordance with the grievance procedure, investigate to determine whether the employee was released because of discrimination.

Section 16.3

Employees changing from temporary to permanent status (with no break in employment) will be credited with time of temporary employment in all areas of seniority with the exception of pension.

Section 16.4

The right of seniority in re-employment shall be accorded to a laid off employee prior to new employees being hired, provided such laid off employee responded to a call to report for work not more than five (5) working days after receipt of notice sent to him by registered mail to his/her last known post office address. If such laid off employee fails to report to work, is incapacitated, or is employed elsewhere, in which case he/she must notify the Town in writing within five (5) days after receipt of the notice to return that he will report for work as quickly as his/her health or temporary employment will permit. Failure to be able to report to work for physical or any other reasons within one (1) months of the date of the Town's "call to report to work" shall result in the employee's forfeiting all rights to be re-employed. In no event shall this "right of seniority in re-employment" prevail and/or be effective for a period of time greater than two (2) years from the date of such employee's lay-off.

Section 16.5

Part-time employees may "bump" based on seniority within the classifications of the part-timers on a layoff.

Section 16.6

The Town shall prepare and maintain, subject to examination by Union representatives, a seniority list and record of status of each employee in the unit. The Union shall be provided with a copy of the seniority list and shall be notified of all changes. Each employee shall have the right to protest any error in his/her seniority status.

Section 16.7

Where, in the discretion of the department head or director, whichever is applicable, in cases of transfer, he/she determines the individuals are equally qualified, the principle of seniority shall prevail, within a classification, and further subject to Civil Services Rules as presently existing.

Section 16.8

The Personnel Director shall, further, provide the Secretary of the Unit with a copy of the posting of vacancies.

Section 16.9

In cases of lay-off, the principle of seniority shall prevail in that the senior employee may bump laterally within a given classification, or downward, when in the discretion of the department head of the position being filled or replaced, individuals are equally qualified. See Article 36.

Section 16.10

The principle of seniority shall prevail in the scheduling of vacation subject to the further provisions set forth herein under the Vacation Article.

Section 16.11

As long as an employee is working for the Town at the time, all benefits that have been previously earned or accumulated will be carried over and honored from one bargaining unit to the other. However, such benefits will not exceed the benefits as outlined under the new prevailing collective bargaining agreement.

Section 16.12

Any benefits connected with seniority will be honored on the basis of the original hiring date except seniority for the purpose of lay-off, recall, promotions and

vacation scheduling which will be the date the employee came under the new prevailing collective bargaining agreement.

Section 16.13

The above two paragraphs are with respect to employees moving in and out of the following bargaining units:

Local 431 of Council #4 Hamden Board of Education
Local 1303-30 of Council #4 Hamden Town Hall
Local 1303-115 of Council #4 Hamden Library Employees

Section 16.14

16.1 through 16.13 shall apply to part-time employees; all other sections shall not apply; provided, however whenever the word "seniority" appears in this entire Article, it shall mean seniority in service as a part-time employee.

Section 16.15

A part-time employee moving into a full-time position shall:

- I. Receive the entry level salary for the job;
- II. After hire, seniority and benefits shall be determined under Article 16.11;
- III. The part-timer shall be considered a probationary employee under Article 16.2;
and
- IV. Vacation and sick leave shall be carried over, based on the number of hours previously earned.

Section 16.16

In the event of layoff, part-time employees shall be laid off before any full-time employees are laid off.

ARTICLE 17

UNION REPRESENTATION

Section 17.1

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

Section 17.2

A written list of the offices, negotiating committee members and union stewards shall be furnished to the Town immediately after their designation and the Union shall notify the Town promptly of any change.

Section 17.3

The Town will agree to such reasonable arrangements as may be necessary by Union representatives to properly carry on their Union duties provided such duties cannot be performed during non-working hours.

Section 17.4

Any two (2) officers and/or stewards and any necessary witnesses of the Union required to attend any grievance or arbitration hearings shall suffer no loss of pay for such attendance nor reduction of authorized time.

Section 17.5

Three (3) members of the Union designated as the negotiating committee shall suffer no loss of pay for time spent in contract negotiations.

Section 17.6

No more than two (2) members of the Union shall suffer no loss of pay for attendance at State Convention and conferences of Council #4 AFSCME and International Conventions at AFSCME. No more than five (5) days total shall be paid for such attendance.

ARTICLE 18

DISCHARGE AND DISCIPLINE

Section 18.1

No employee shall be discharged, demoted or otherwise disciplined without good and sufficient cause. An employee who has been discharged shall, if he so requests, be granted an interview with his/her Union representative before he is required to leave the premises.

Section 18.2

Disciplinary action shall include a written warning with respect to any correctable conduct before an employee is suspended or discharged for repetition of such conduct unless the misconduct is severe.

Section 18.3

No employee shall be suspended without pay for a period in excess of ten (10) working days without the written approval of the Town's Personnel Director.

Section 18.4

In all cases of discharge, demotion or other discipline, the Union President shall be notified of the action immediately and a written copy of the discharge shall be mailed to the Union.

Section 18.5

All written warnings shall be removed from the employee's record after a period of two (2) years if there has been no re-occurrences of the infraction. All other disciplinary records, i.e., suspension, reduction in grade, etc. shall be removed from an employee's work record after two (2) years if there has been no re-occurrences of the infraction.

ARTICLE 19

GRIEVANCE PROCEDURE

Section 19.1

In the event that any dispute arises between the Town and the Union, or any employee, concerning the interpretation or application of the provisions of this agreement, such dispute shall be deemed to be a grievance, and shall be settled in

accordance with the grievance procedure set forth herein. The Union shall file with the Library Director the name(s) of its designated representative(s) as per ARTICLE 17 – UNION REPRESENTATION for the purposes of Step 1. It is expressly understood that, any other contract language notwithstanding, said grievance procedure shall not be available to a probationary employee in the case of a discharge.

Section 19.2 (Step 1) – Library Director

Step 1 – Any grievance shall first be presented, in writing, to the Library Director, clearly setting forth the specifics of the grievance in order that the Town may clearly ascertain the nature of the grievance, within seven (7) working days after date of occurrence, or within seven (7) working days after date said occurrence becomes known to grievant.

Within seven (7) working days, excluding Saturdays and Sundays, after receipt of said grievance by the Library Director, he/she shall meet with the grievant and the Union representatives. Within seven (7) working days after said meeting with the Library Director, the Library Director shall advise the Union of his/her decision in writing.

Section 19.3 (Step 2) – Personnel Director

Step 2 – If the grievance is not resolved to the satisfaction of the Union or if the library does not wish to decide the issue, said grievance shall be submitted to the Personnel Director. Within seven (7) working days, excluding Saturdays & Sundays, after receipt of said grievance by the Personnel Director, he/she shall meet with the grievant and the Union representatives. Within seven (7) working days after said meeting with the Personnel Director, the Personnel Director shall advise the Union of his/her decision in writing.

Section 19.4 (Step 3) -- CSBMA

Step 3 – If such grievance is not resolved to the satisfaction of the Union, the grievance may be submitted by the Union to the Connecticut State Board of Mediation and Arbitration within twenty (20) days after the decision of the Personnel Director. The Union shall also notify the Town of said appeal.

In cases where both parties so agree in writing, the expedited arbitration procedure shall be used pursuant to applicable SBMA rules, with the arbitrator drawn in rotation from the following panel:

Albert Murphy
Laurie Cain
Susan Halperin

If necessary, panel replacements or substitutes shall be mutually agreed to between the Town and the Union. Grievances arbitrated by the expedited procedure shall be heard by an arbitration panel member on an alternating basis.

If the parties do not agree in writing to use the expedited procedure, the matter shall be heard by a tripartite panel pursuant to SBMA rules. When agreed to between the Town and the Union more than one grievance may be heard at a time. The arbitrator(s) shall have no power to add to, subtract from, amend, alter or delete any provision of this Agreement, but shall only have the power to interpret the specific terms of this Agreement. The decision of the arbitrator shall be final and binding upon both parties; however, both parties shall have a right of appeal to the Courts in accordance with the provisions made and provided for appeals from arbitration proceedings under the Connecticut General Statutes. Failure to timely file with the State Board shall bar any action by the State Board.

Section 19.5

Any of the time limitations specified in this Article and the steps provided herein may be waived by written mutual agreement between the Town and the Union.

Section 19.6

In the event the department head, personnel director, the grievant, his representative or members of the panel becomes ill or is on vacation, the time limitations set forth herein shall be extended until such time as each is available to perform their duties, but in no event shall such time be extended longer than a period to two (2) weeks.

Section 19.7

If at any step, except filing for arbitration with the State Board, the Town or the Union fails to answer within the prescribed time, the grievance shall automatically advance to the next step.

ARTICLE 20
BULLETIN BOARDS

Section 20.1

The Town will continue to maintain bulletin boards as is the current practice for the use of the Union.

ARTICLE 21
ALTERATION OF AGREEMENT

Section 21.1

No agreement alteration, understanding, variation, waiver or modification of any of the terms, conditions or covenants contained herein shall be made by any employee or group of employees with the Town and in no case shall it be binding upon the parties hereto unless such agreement is made and executed in writing between the parties hereto and the same has been ratified by the Union.

Section 21.2

The waiver of any breach or condition of this agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

ARTICLE 22
SAVING CLAUSE

Section 22.1

In the event that any Federal or State legislation, governmental regulations or court decisions cause invalidation of any article or section of this Agreement, all other articles and sections not so invalidated shall remain in full force and effect.

Section 22.2

Unless expressly limited or curtailed by the provisions of this agreement or by the lawful interpretation of this agreement by the State Board of Mediation and Arbitration, the Town shall retain all of the right, powers and authority it had prior to the effective date hereof.

ARTICLE 23 **VISITATION**

Section 23.1

Accredited representatives of the Union will have reasonable access to the premises of the Town during working hours and to the offices of the Town by appointment.

ARTICLE 24 **CLOTHING ALLOWANCE**

Section 24.1

Each custodian will be allocated a \$250 uniform-clothing allowance each fiscal year. The uniform-clothing allowance will be paid no later than the second week of August of each year to the custodian. In addition, the Town shall provide the following items of protective clothing for each custodian:

- 1 set rain gear
- 4 pairs of gloves
- 1 pair of overshoe boots or cold weather boots
- 1 pair of steel-toed work shoes

Protective clothing will be replaced when necessary by ordinary wear and tear, or damaged through the reasonable performance of the job. The employee will be responsible for replacing items that are lost or damaged due to negligence or deliberate acts of the employee.

The Town reserves the right to define acceptable uniform-clothing standards. All shirts, sweaters, sweatshirts, jackets or polo shirts must be embroidered with "Hamden Library." Inappropriate attire includes sleeveless shirts and tee shirts and blouses, or shirts and tops that expose the midriff area; dirty, torn or stained clothes, body art, visible tattoos or visible body piercing other than ears.

In the event that the Town intends to change its methods of providing uniforms, clothing or equipment, it shall notify the Union and shall, upon request, negotiate over the impact of such change.

Section 24.1A

Except for the dress standards, 24.1 shall not apply to part-time employees.

Section 24.2

Annually, the Town shall credit to each part-time custodian a clothing allowance equal to a ratio of the average hours worked in a work week over forty (40) hours to two-hundred and fifty (\$250) dollars; for part-time employees who have completed at least one (1) year of continuous service.

ARTICLE 25
NO STRIKE CLAUSE

Section 25.1

The Town agrees that it will not lock out the employees covered by this Agreement during the term hereof.

Section 25.2

The Union and the employees agree that during the term of this Agreement there will be no strike, work stoppage or other concerted interference with the operation of the Town or its departments.

Section 25.3

The Town will not, as a condition of continued employment, require the employees to cross any legal picket line established on or in front of the premises or at the premises of any other employer. The individual or concerted refusal to pass such a picket line shall not constitute grounds for discipline, discharge or lay-off and is not to be considered as violating any provision, written or implied, which prohibits the Union from striking.

Section 25.4

The Union agrees, however, that in no event will the residents of the Town be deprived of the services of said employees. The Union agrees that it will raise no objection if, under the conditions contemplated by this Article, supervisory employees are diverted to perform bargaining unit employees' tasks.

ARTICLE 26

MISCELLANEOUS

Section 26.1

Upon request, and within reason, the Town department heads shall meet with a Union committee for the purpose of communicating to the department heads matters of concern to the members of the Union.

Section 26.2

The Employer shall provide a work place free from unsafe and unhealthy conditions. Unsafe conditions shall be reported to the Employer promptly and the Employer shall make every effort to make repairs or adjust unsafe or unhealthy working conditions as soon as possible after such conditions are reported.

Section 26.3

The Town will provide each employee with a copy of this agreement within thirty (30) days after the signing of this agreement. New employees will be provided with a copy of this agreement at the time of hire. The Council #4 Office will be provided with three (3) signed copies.

26.1 through 26.3 shall apply to part-time employees.

Section 26.4

Each employee shall be eligible for tuition reimbursement up to a maximum of Five Hundred Dollars (\$500.00) per contract year after successful completion of accredited undergraduate or graduate course provided the course is job related and approved in advance by the Library Director.

Section 26.5

The Town agrees to reimburse each full-time employee fifty (50%) percent of the cost of membership to the Connecticut Library Association.

ARTICLE 27 **INSURANCE**

Section 27.1

The Town shall offer medical insurance through two (2) plans. For the period July 1, 2017 through June 30, 2018, the two plans shall consist of the Anthem Century Preferred PPO Plan and the Anthem Comp Mix PPO Plan pursuant to Appendix D.

Effective July 1, 2018, the Town will no longer offer the Anthem Comp Mix PPO Plan. Instead, effective July 1, 2018, the Town will offer a HDHP/HSA plan pursuant to Appendix D.

The Town shall provide medical insurance through these plans for each employee and each of the employee immediate family on a cost sharing basis with the employee, up to a capped amount for the employee. As used herein, the term immediate family shall mean the spouse and eligible children of the employee. The employee's premium portion and capped amount are as follows:

Century Preferred Plan:

Effective July 1, 2017:	15% employee cost share
Effective July 1, 2018:	16% employee cost share
Effective July 1, 2019:	17% employee cost share
Effective July 1, 2020:	18% employee cost share
Effective July 1, 2021	19% employee cost share
Effective July 1, 2022	20% employee cost share

Comp Mix Plan:

July 1, 2016: 11% (with annual cap of \$2,900)

For the HDHP/HSA plan effective July 1, 2018, the following terms apply:

A. Employee Cost Share:

1. Effective July 1, 2018, employees shall pay eleven percent (11.0%) of the allocation or self-insured equivalent rates through pretax payroll deductions. The maximum payment cap will not exceed \$3,200.

2. Effective July 1, 2019, employees shall pay eleven and a half percent (11.5%) of the allocation or self-insured equivalent rates through pretax payroll deductions. The maximum payment cap will not exceed \$3,400.
3. Effective July 1, 2020, employees shall pay twelve percent (12.0%) of the allocation or self-insured equivalent rates through pretax payroll deductions. The maximum payment cap will not exceed \$3,600.
4. Effective July 1, 2021, employees shall pay twelve and a half percent (12.5%) of the allocation or self-insured equivalent rates through pretax payroll deductions. The maximum payment cap will not exceed \$3,800.
5. Effective July 1, 2022, employees shall pay thirteen percent (13.0%) of the allocation or self-insured equivalent rates through pretax payroll deductions. The maximum payment cap will not exceed \$4,000.

B. Deductible Funding:

1. For fiscal year (July 1, 2018) 2018 – 2019, the Town will contribute seventy five percent (75%) of the deductible.
2. For fiscal year (July 1, 2019) 2019 – 2020, the Town will contribute sixty five percent (65%) of the deductible.
3. For fiscal year (July 1, 2020) 2020 – 2021, the Town will contribute fifty percent (50%) of the deductible.
4. For fiscal year (July 1, 2021) 2021 – 2022, the Town will contribute fifty percent (50%) of the deductible.
5. For fiscal year (July 1, 2022) 2022 – 2023, the Town will contribute fifty percent (50%) of the deductible.

C. HSA Plan Design and Employer Deductible Funding:

1. Deductibles: Single-coverage \$2,000, Two-Person & Family \$4000 (Deductible to be inclusive of in-network, out-of-network and prescription expenses.)
2. Coinsurance for in network services will be 100%. Coinsurance for Out-of-Network of 80%. Out of pocket reasonable and customary shall be the equivalent of 90% of R&C or 275% of Medicare Reimbursable Cost.

Anthem's in network fee schedule shall not be used to determine out of network reimbursement payments.

3. Out-of Pocket Maximum of Single-coverage of \$2,000, Two-Person and Family coverage \$4,000 in network. For out of network coverage single coverage of \$4000, Two-Person & Family coverage of \$8000. (Deductible to be inclusive of in-network, out-of-network, coinsurance and prescription expenses.)

4. The Town shall provide a PPO or HDHP HRA option for members ineligible to have a health savings account funded due to military service or other legal or IRS regulation exclusion. Such PPO or HDHP HRA option will be at the same HDHP coverage type and cost share as active employees enrolled in the HDHP-HSA.

5. Employees enrolled in the HRA will have any unused amount in their HRA account eligible for roll over from year to year to the fullest extent allowed by IRS.

6. The High Deductible Health Plan (called a HSA Plan) shall include the same level of benefits and coverage as PPO plan in place prior to this new agreement.

7. Vision benefits will be included which are equal to or better than the rider in place prior to this agreement.

8. Employees who enroll in the HDHP HSA Plan must remain in the Plan for the entire fiscal year.

9. Deductible funding shall be a single deposit at the start of each plan year, but no later than 10 days after the start of plan year.

Contributions under this Article shall be deducted from the employees' regular paychecks on a pretax basis as and to the extent, permitted by-law.

Section 27.2

A 19-26 unmarried full-time students rider.

Section 27.3

For the Century Preferred PPO Plan, Century Preferred 3-Tier Managed Prescription Drug Program:

\$5.00 co-pay for generic drug (Tier 1)
\$25.00 co-pay for list brand drugs (Tier 2)
\$40.00 co-pay for non-listed brand prescriptions (Tier 3)
Unlimited Annual Maximum

Section 27.4

Blue Cross and Blue Shield Flexible Dental Program "A" with 100%, 80%, 50% co-insurance, \$25/\$75 deductible shared between categories II, III, \$1,000 maximum per person per year applied to categories II and III only, for each employee, the employee's spouse and eligible children.

Section 27.5

- A. All retirees who retire after August 15, 1996, and who retire under the Town's Retirement Plan, or who qualify for retirement benefits under the terms of the Federal Social Security Act and who have a minimum of ten consecutive years of service if hired prior to January 1, 1982, or fifteen consecutive years of service if hired after January 1, 1982, shall be provided with the same plan as described in Section 27.1 to 27.4 above.
- B. For former employees who retired prior to August 15, 1996, and who retire under the provisions of the Town's Retirement Plan, or who qualify for retirement benefits under the terms of the Federal Social Security Act, and who have a minimum of ten consecutive years of service, the Town shall provide at Town expense, hospital, surgical, and Major Medical Coverage in accordance with the requirement of the insurer, which for retirees 65 or older, may include Blue Cross 65, Blue Shield 65, etc. For employees first hired after January 1, 1982, the foregoing provision shall require fifteen years of consecutive service. Any employee who retires on or after January 1, 1988, and who meets the criteria for the continuation of Major Medical benefits upon retiring, shall continue to receive at Town expense the maximum amount of Major Medical Insurance as in effect, and subject to the same terms and conditions, as provided to active employees. Medicare shall be the primary insurance for Medicare eligible retirees and the Town Plan shall become secondary insurance coverage.
- C. Employees hired after August 15, 1999 shall be required to pay the same co pay as when they were active employees upon retirement. Upon retirement, employees hired on or before August 15, 1999 will not be required to contribute to retiree medical insurance. All employee who retire on or after June 30, 2013 under the Hamden Employees Retirement Plan or CMERS shall

pay the same premium contributions toward their health insurance as active employees, capped at their dollar amount at the date of their retirement.

- D. Spouse coverage will only be provided to the spouse of employee at the time of retirement. If an employee remarries after his/her retirement, the new spouse will not be eligible for health insurance benefits through the Town.
- E. Employees enrolled in the HDHP HSA plan at retirement will have the cost share rate, cost share cap, and employer deductible funding locked in as of the date of retirement. Employees enrolled in the HDHP HSA plan at retirement will have the funding deductible locked at fifty percent (50%) notwithstanding the date of retirement.
- F. All retirees who are Medicare eligible shall enroll in a Medicare Supplemental Plan F plan with a PDP Rider offered by the Town. The retiree cost share will be 5% of the total cost of the Medicare Supplemental Plan F and PDP Rider.

Section 27.7

As used herein, the term immediate family shall mean the spouse and eligible children of the employee. In the event of a service connected death of an employee, the Town shall continue the medical insurance stated herein for the surviving spouse and eligible children until said spouse dies or remarries, whichever occurs first.

Section 27.8

The Town shall provide copies of a document highlighting the health insurance described herein, with periodic updates for all employees.

Section 27.9

The Town will provide, at Town's expense, group life insurance coverage in accordance with the following schedule:

<u>ANNUAL SALARY</u>	<u>AMOUNT OF INSURANCE</u>
\$ 8,500 but less than \$10,500	\$12,000.00
\$10,500 but less than \$12,500	\$16,000.00
\$12,500 but less than \$14,500	\$20,000.00
\$14,500 or more	\$40,000.00

Effective upon the signing of this Agreement, for employees who retire under provisions of the Town's Retirement Plan, or who qualify for retirement benefits under the terms of the Federal Social Security Act, and who have a minimum of ten years of service, the Town will provide at Town expense a group life insurance benefit in the amount of \$2,500.00. For employees first hired after January 1, 1982, the foregoing provisions shall require fifteen years of consecutive service.

The Town shall provide, at its expense, each part-time employee with life insurance in the amount of three-thousand, five-hundred dollars (\$3,500) until said employee shall reach age 70 or his/her employment with the Town is terminated, whichever is sooner. Upon termination or at age 70, if he/she remains employed, said employee shall have the right to convert said life insurance and keep said policy in force at his/her own expense.

Section 27.10 – Part-Time Employees

For part time employees hired before February 1, 2004, the Town shall offer the two (2) Anthem medical plans (Century Preferred, and Comp Mix PPO Plan or HDHP HSA, as applicable) including the Blue Cross and Blue Shield Flexible Dental Program "A" and prescription drug coverage described in Appendix D to this Agreement.

Effective upon hiring and during the annual open enrollment periods, the Town shall permit employees to select one such plan for coverage of the employee, the employees' spouse and the employee's eligible children.

Said part time employees shall pay the appropriate percentage of the applicable COBRA rate or allocated rate (whichever is lower) for the selected medical plan with the exception that any part-time employee who wishes to add one (1) dependent must pay the difference between the individual rate and two (2) person per month and any part-time employee who wishes to add more than one (1) dependent must pay the difference between the individual rate and family rate per month.

Said part-time employees who wish to add dependents shall pay either monthly or by way of weekly payroll deductions, whichever they choose.

For part time employees hired after February 1, 2004, the Town shall provide an opportunity to enroll for coverage in the medical plans specified in Section 27.1 and 27.2 for themselves and their dependents subject to payment by the part-time employee of the full cost of such coverage.

Said part-time employees who wish to add dependents shall pay either monthly or by way of weekly payroll deductions, whichever they choose.

ARTICLE 28 **RETIREMENT PLAN**

Section 28.1

Employees shall be covered under the Hamden Employees Retirement Plan ("Plan") for service employees. The sections of the Plan pertaining to service employees will expire on June 30, 2017. Actions taken by the Retirement Board pertaining to an individual member of this unit shall be grievable directly to Step 3 (State Board of Mediation and Arbitration of the grievance article of this Agreement).

ARTICLE IV, Section 4.1 of the Hamden Employees Retirement Plan is amended to reflect that, as a condition of employment, Eligible Employees are required to make mandatory Employee contributions to the Plan as follows:

Effective Date	Contribution Rate
July 1, 2018	8.5%
July 1, 2019	9.0%

ARTICLE IX, Sections 9.2(b) and 9.2(d) of the Hamden Employees Retirement Plan [the plan has no subparagraph (c)] are deleted in their entirety and replaced with the following:

- (b) On each May 1, the Cost of Living Benefit shall be determined. The adjustment with respect to each pensioner or Beneficiary shall be equal to the excess of (1) over (2) below, if any, where:
 - (1) is equal to the amount obtained by dividing the Consumer Price Index, as of the immediately preceding January, by the pensioner's Base Index. This quotient shall be multiplied by the pensioner's Base Pension. In no event may the amount determined in this subsection be greater than one and 75/100 percent (1.75%) of the last amount determined in accordance with this subparagraph, and;
 - (2) is equal to the Annuitant's Base Pension.
- (d) Such Cost of Living Benefit will be applicable to such annuitant only if subparagraph (1) above exceeds subparagraph (2).

The parties agree that this concludes negotiations of the Hamden Employees Retirement Plan until July 1, 2027.

Article 28 shall not apply to part-time employees.

Section 28.2

A. Employees hired after July 1, 2007 shall participate in the Connecticut Municipal Employees Retirement System ("CMERS") and shall not be covered under the Hamden Employees Retirement Plan.

B. Subject to CMERS and/or legislative approval, employees hired on or after July 1, 2017 shall not be eligible to participate in the Hamden Employees Retirement Plan or in CMERS. In lieu of participation in these retirement plans, employees shall participate in the Town's 457(b) Deferred Compensation Plan, with the Town making annual contributions equal to 6% of the participant's base wages. New employees shall enroll within the first thirty (30) days of their employment. The participant can also voluntarily contribute to this plan up to the maximum limits permitted by the Internal Revenue Service Code governing this plan. Current participants of the Hamden Employees Retirement Plan or CMERS will be allowed to participate in the Deferred Compensation Plan, but the Town will not make any contributions on their behalf.

ARTICLE 29

LOSS OF PERSONAL PROPERTY

Section 29.1

The Town will reimburse an employee covered hereunder for loss or damage to personal property items, at depreciated value, to a maximum of One Hundred Dollars (\$100.00) per item, if said loss or damage is proved by the employee to have occurred during and in the course of his/her employment and is not due to his/her negligence or willful act. This provision shall not apply to non-prescription sunglasses or clothing or offers same effect to an employee's personal means of transportation.

ARTICLE 30
TRANSPORTATION

Section 30.1

Each employee covered hereunder who, at the direction of his/her department head, is required to use his/her automobile for Town purposes and in the course of his/her employment, shall be compensated therefore at the IRS rate per mile effective upon the ratification of the Agreement.

Section 30.2

Employees agree to abide by the Town's Vehicle Policy, attached to this Agreement as Appendix A.

ARTICLE 31
SUPER-SENIORITY OF OFFICERS

Section 31.1

Employees then holding the following Union offices during the term of this Contract shall have super-seniority limited to layoffs over all other employees within this bargaining unit:

President	Secretary
Vice-President	Treasurer

ARTICLE 32
CALL BACK OF LAID-OFF EMPLOYEES

Section 32.1

Prior accrued benefits will be restored to laid-off employees if they are called back to former positions within two years of the date of lay-off:

- a) Longevity benefits are to be computed on the basis of actual time worked.
- b) Sick leave shall not accumulate during the layoff period.
- c) Vacation shall be computed on the basis of actual time worked, not including the lay-off period.

- d) Seniority also shall be computed for the actual time worked.
- e) No wages will be paid or are due for the time spent on lay-off.
- f) An employee returning to his/her former position in a call back shall receive the current rate of pay at the time of recall.

ARTICLE 33

ATTENDANCE AT EDUCATIONAL AND TRAINING SESSIONS

Section 33.1

Should this Town require and direct an employee's attendance at a conference, convention, training or other educational informational session, the Town shall determine and pay costs directly relating to such attendance. In no event shall any employee be reimbursed for any cost relating to such attendance without having been specifically identified and approved by the Director.

ARTICLE 34

PROMOTION PREFERENCE

Section 34.1

All promotions shall be governed by applicable Civil Service Rules and Regulations in effect at the time of the promotion.

ARTICLE 35

DEDUCTION

Section 35.1

The employer 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. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 36

BUMPING PROCEDURE

Section 36.1

If, as a result of lawful bumping, an employee moves laterally within the same job classification, the salary being received shall continue to apply to the same employee working within the same classification. This will also apply to an employee bumping to a lower classification if that employee's salary is within the salary range for the lower classification. If, as a result of bumping, an employee moves to a lower job classification, and the employee has been receiving a salary higher than the maximum pay for the classification into which the employee is moving, then the employee's adjusted rate of pay for the new classification shall be the maximum for such new classification. If an employee moves to a new position by reason of bumping, and that new position has had assigned to it a special equity adjustment, then from and after July 1, 1983, such employee shall be entitled to receive the special adjustment assigned to the new position, and not otherwise.

36.1 shall not apply to part-time employees.

ARTICLE 37

INCLEMENT WEATHER

Section 37.1

Part-time employees who are unable to work on regularly scheduled days due to library closings as a result of inclement weather shall be given the opportunity to make up this time at a time to or times to be selected by the Library Director within two (2) weeks of the date of closing. The time selected shall be as similar as possible to the normal working hours of the employee. If the opportunity is rejected by the employee without good cause, this benefit shall be considered waived by the employee for this closing.

ARTICLE 38

VACANCIES

Section 38.1

The Town will make reasonable efforts to fill budgeted vacancies within ninety (90) days of their occurrence, except for vacancies subject to a hiring freeze or similar order by the Mayor.

ARTICLE 39
RESIDENCY

Section 39.1

There shall be no residency requirement during the time of this agreement.

ARTICLE 40
DURATION

Section 40.1

The duration of this Contract shall extend from July 1, 2017 through June 30, 2023 and until a subsequent contract is negotiated and becomes effective, subject to any retroactive provisions agreed upon in a subsequent contract.

Section 40.2

This agreement is and contains the entire agreement between the parties and shall not be altered or amended except by a written agreement signed by both parties hereto.

Section 40.3

The parties recognize that the Town retains all rights it had prior to the signing of this Agreement, except as such rights, whether exercised or not, have been specifically relinquished or abridged in this agreement.

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term. If a past practice or agreement established or agreed to prior to the execution of this Agreement is not addressed in this Agreement, it may be changed by the Town as provided in the management rights clause, Article 41. All future agreements, awards, and established practices shall automatically become part of this Agreement.

ARTICLE 41

MANAGEMENT RIGHTS

Section 41.1

The Town reserves and retains, solely and exclusively, all of its rights, expressed or implied, to manage the Town and its employees as such rights existed prior to the execution of this Agreement. The Union agrees that the functions and rights of management belong solely to the Town and that the Union will not interfere with the Town's exercise of these rights and functions. Subject to the limitations on same by past practices or as limited by the terms of this Agreement.

Section 41.2 (a)

Enumerated Rights: Except as above limited the exclusive functions and rights of the Town include, but are not restricted to, the right to: direct the operation of the Town in all aspects; select and employ new personnel; manage the Town and the direction of its work force; determine methods and levels of financing and budget allocations; maintain and operate buildings, lands, apparatus and other property used for the Town purposes; prepare and submit budgets and, in its sole discretion, expend monies appropriated to the Town for the maintenance and operations of the Town; determine, and from time to time re-determine the number of Town personnel and the methods and materials to be employed; select and determine the qualifications of Town employees required to promote the efficient operation of the Town; distribute work to Town employees in accordance with the job content and job requirements determined by the Town; establish, and from time to time re-establish, assignments for Town personnel; determine procedures for promotion of Town personnel; create, enforce and, from time to time, change rules and regulations concerning discipline and safety of Town personnel; discipline, warn, suspend or discharge Town personnel; and otherwise take such measures as the Town may determine to be necessary to promote the orderly, efficient, and safe operation of the Town of Hamden.

Section 41.2 (b)

Unenumerated Rights: The listing of the specific rights in subsection (a) of this section is not intended to be all inclusive, restrictive or a waiver of any rights of the Town not listed which have not been expressed and specifically surrendered herein, or by past practice whether or not such rights have been exercised by the Town in the past.

Section 41.2 (c)

The Town has the right to amend job descriptions consistent with the transcript entitled "Statement of Settlement" in Case No. MPP-26176 attached as Appendix B. The Town agrees to follow the Connecticut General Statutes as to impact bargaining.

ARTICLE 43
SIGNATURE PAGE

Section 42.1

The provisions of this Agreement shall be binding upon the Town and its successors or assigns. In witness whereof, the parties hereto have set their hands this 25 day of May 2018.

Town of Hamden



Mayor Curt Balzano Leng



Kenneth S Kelley
Personnel Director


AFSCME Local 1303-115 Library



Kathy Cooper, AFSCME Co.4



Marcy Goldman, Co-President



Bonnie Greco, Co-President

APPENDIX A

AFSCME, Local 1303-115
LIBRARY WAGES FY 2017 – 2018
Effective 7/1/17 - 2.25%

<u>Position Classification</u>	<u>Entry Level</u>	<u>1 Yr. Svc.</u>	<u>2 Yrs. Svc.</u>	<u>3 Yrs. Svc.</u>	<u>4 Yrs. Svc.</u>
Library Data Clerk	\$34,323.55	\$36,512.51	\$38,616.40	\$40,760.24	\$42,902.81
Library Technical Asst.	\$39,923.59	\$41,853.45	\$43,780.72	\$45,705.41	\$47,631.39
Librarian I	\$53,232.74	\$55,802.02	\$58,371.28	\$60,941.84	\$63,507.24
Librarian II & Office Mgr.	\$57,226.51	\$59,989.16	\$62,751.81	\$65,511.87	\$68,271.94
Librarian III & Circulation Mgr.	\$57,956.17	\$61,671.49	\$65,675.59	\$69,534.01	\$73,392.42
Librarian IV	\$62,304.46	\$66,452.95	\$70,602.71	\$74,752.47	\$78,897.08
Head Working Foreman	\$48,291.45	\$54,813.24	\$57,154.32		
Custodian	\$41,157.30	\$46,721.27	\$51,944.89		
Page	\$11,524.98	\$12,529.22	\$13,543.78		

AFSCME, Local 1303-115
LIBRARY WAGES FY 2018 – 2019
Effective 7/1/18 - 2.0%

<u>Position Classification</u>	<u>Entry Level</u>	<u>1 Yr. Svc.</u>	<u>2 Yrs. Svc.</u>	<u>3 Yrs. Svc.</u>	<u>4 Yrs. Svc.</u>
Library Data Clerk	\$35,010.02	\$37,242.76	\$39,388.73	\$41,575.45	\$43,760.87
Library Technical Asst.	\$40,722.07	\$42,690.52	\$44,656.33	\$46,619.52	\$48,584.02
Librarian I	\$54,297.40	\$56,918.06	\$59,538.71	\$62,160.68	\$64,777.38
Librarian II & Office Mgr.	\$58,371.04	\$61,188.95	\$64,006.84	\$66,822.11	\$69,637.38
Librarian III & Circulation Mgr.	\$59,115.29	\$62,904.92	\$66,989.11	\$70,924.69	\$74,860.27
Librarian IV	\$63,550.55	\$67,782.01	\$72,014.77	\$76,247.52	\$80,475.02
Head Working Foreman	\$49,257.28	\$55,909.50	\$58,297.41		
Custodian	\$41,980.45	\$47,655.69	\$52,983.79		
Page	\$11,755.48	\$12,779.81	\$13,814.65		

AFSCME, Local 1303-115
LIBRARY WAGES FY 2019 – 2020
Effective 7/1/19 - 2.50%

<u>Position Classification</u>	<u>Entry Level</u>	<u>1 Yr. Svc.</u>	<u>2 Yrs. Svc.</u>	<u>3 Yrs. Svc.</u>	<u>4 Yrs. Svc.</u>
Library Data Clerk	\$35,885.27	\$38,173.83	\$40,373.45	\$42,614.84	\$44,854.89
Library Technical Asst.	\$41,740.12	\$43,757.78	\$45,772.74	\$47,785.01	\$49,798.62
Librarian I	\$55,654.83	\$58,341.01	\$61,027.18	\$63,714.69	\$66,396.82
Librarian II & Office Mgr.	\$59,830.32	\$62,718.67	\$65,607.01	\$68,492.66	\$71,378.31
Librarian III & Circulation Mgr.	\$60,593.17	\$64,477.55	\$68,663.83	\$72,697.81	\$76,731.78
Librarian IV	\$65,139.32	\$69,476.56	\$73,815.14	\$78,153.71	\$82,486.90
Head Working Foreman	\$50,488.71	\$57,307.24	\$59,754.85		
Custodian	\$43,029.96	\$48,847.08	\$54,308.38		
Page	\$12,049.36	\$13,099.30	\$14,160.02		

AFSCME, Local 1303-115
LIBRARY WAGES FY 2020 – 2021
Effective 7/1/20 - 2.25%

<u>Position Classification</u>	<u>Entry Level</u>	<u>1 Yr. Svc.</u>	<u>2 Yrs. Svc.</u>	<u>3 Yrs. Svc.</u>	<u>4 Yrs. Svc.</u>
Library Data Clerk	\$36,692.69	\$39,032.74	\$41,281.85	\$43,573.67	\$45,864.12
Library Technical Asst.	\$42,679.27	\$44,742.33	\$46,802.63	\$48,860.17	\$50,919.09
Librarian I	\$56,907.06	\$59,653.68	\$62,400.29	\$65,148.27	\$67,890.75
Librarian II & Office Mgr.	\$61,176.50	\$64,129.84	\$67,083.17	\$70,033.75	\$72,984.32
Librarian III & Circulation Mgr.	\$61,956.52	\$65,928.29	\$70,208.77	\$74,333.51	\$78,458.24
Librarian IV	\$66,604.95	\$71,039.78	\$75,475.98	\$79,912.17	\$84,342.85
Head Working Foreman	\$51,624.70	\$58,596.65	\$61,099.33		
Custodian	\$43,998.13	\$49,946.14	\$55,530.32		
Page	\$12,320.47	\$13,394.04	\$14,478.62		

AFSCME, Local 1303-115
LIBRARY WAGES FY 2021 – 2022
Effective 7/1/21 - 2.25%

<u>Position Classification</u>	<u>Entry Level</u>	<u>1 Yr. Svc.</u>	<u>2 Yrs. Svc.</u>	<u>3 Yrs. Svc.</u>	<u>4 Yrs. Svc.</u>
Library Data Clerk	\$37,518.27	\$39,910.98	\$42,210.69	\$44,554.08	\$46,896.07
Library Technical Asst.	\$43,639.55	\$45,749.04	\$47,855.69	\$49,959.53	\$52,064.77
Librarian I	\$58,187.47	\$60,995.89	\$63,804.30	\$66,614.11	\$69,418.29
Librarian II & Office Mgr.	\$62,552.97	\$65,572.76	\$68,592.54	\$71,609.51	\$74,626.47
Librarian III & Circulation Mgr.	\$63,350.54	\$67,411.68	\$71,788.47	\$76,006.01	\$80,223.55
Librarian IV	\$68,103.56	\$72,638.18	\$77,174.19	\$81,710.19	\$86,240.57
Head Working Foreman	\$52,786.26	\$59,915.08	\$62,474.07		
Custodian	\$44,988.09	\$51,069.93	\$56,779.76		
Page	\$12,597.68	\$13,695.40	\$14,804.39		

AFSCME, Local 1303-115
LIBRARY WAGES FY 2022 – 2023
Effective 7/1/22 - 2.5%

<u>Position Classification</u>	<u>Entry Level</u>	<u>1 Yr. Svc.</u>	<u>2 Yrs. Svc.</u>	<u>3 Yrs. Svc.</u>	<u>4 Yrs. Svc.</u>
Library Data Clerk	\$38,456.23	\$40,908.76	\$43,265.96	\$45,667.93	\$48,068.47
Library Technical Asst.	\$44,730.54	\$46,892.76	\$49,052.08	\$51,208.51	\$53,366.39
Librarian I	\$59,642.16	\$62,520.79	\$65,399.40	\$68,279.46	\$71,153.75
Librarian II & Office Mgr.	\$64,116.80	\$67,212.08	\$70,307.36	\$73,399.74	\$76,492.13
Librarian III & Circulation Mgr.	\$64,934.31	\$69,096.97	\$73,583.18	\$77,906.16	\$82,229.14
Librarian IV	\$69,806.15	\$74,454.13	\$79,103.54	\$83,752.94	\$88,396.58
Head Working Foreman	\$54,105.92	\$61,412.96	\$64,035.92		
Custodian	\$46,112.79	\$52,346.68	\$58,199.25		
Page	\$12,912.63	\$14,037.79	\$15,174.50		

APPENDIX B

STATE OF CONNECTICUT

DEPARTMENT OF LABOR

BOARD OF LABOR RELATIONS

ORIGINAL

----- X
 IN THE MATTER OF:) CASE NO.:
) MPP-26,176
)
 TOWN OF HAMDEN)
)
 AND)
)
 LOCAL 1303-115, COUNCIL 4,)
 AFSCME, AFL-CIO)
) APRIL 18, 2007
 ----- X

STATEMENT OF SETTLEMENT

Held Before:

JOHN W. MOORE, JR., Chairman
 WENDELLA A. BATTEY
 PATRICIA V. LOW

(Board)

FALZARANO COURT REPORTERS
 117 North Saddle Ridge
 West Simsbury, Connecticut 06092
 860.651.0258

1 APPEARANCES:

2 For Town of Hamden:

3 DURANT, NICHOLS, HOUSTON, HODGSON
4 AND CORTESE-COSTA, P.C.
5 1057 Broad Street
6 Bridgeport, Connecticut 06604-4219
7 203.366.3438
8 203.384.0317/Fax.

9 By: CHRISTOPHER M. HODGSON, ESQ.

10 For Local 1303-115, Council 4, AFSCME, AFL-CIO:

11 GAGNE & ASSOCIATES
12 970 Farmington Avenue
13 Suite 207
14 West Hartford, Connecticut 06107
15 860.522.5049
16 860.561.6204/Fax

17 By: J. WILLIAM GAGNE, JR., ESQ.

18 COUNCIL 4, AFSCME
19 444 East Main Street
20 New Britain, Connecticut 06051
21 860.612.3830
22 860.224.3041/Fax

23 By: DONNA J. JOHNSON, ESQ.
24 Staff Representative

25 Also Present:

26 Sandra Bartell
27 Kenneth S. Kelley
28 Irene Nolan
29 Pamela Ross

1
2
3
4 . . . The following is the transcript of
5 the Statement of Settlement, *In the Matter of:*
6 Town of Hamden and Local 1303-115, Council 4,
7 AFSCME, AFL-CIO, which was held before Chairman
8 John W. Moore, Jr., Wendella A. Battey, and
9 Patricia V. Low, Board of Labor Relations, at
10 the Department of Labor, 38 Wolcott Hill Road,
11 Wethersfield, Connecticut, commencing on
12 Wednesday, April 18, 2007, at 2:45 p.m. . . .
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(Hearing commenced: 2:45 p.m.)

OPENING STATEMENT OF THE CHAIRMAN

CHAIRMAN MOORE: We'll open the hearing.

The matter before us today is the Town of Hamden and Local 1303-115, CCL4, AFSCME, Case Number MPP-26,176. The panel today consists of Wendella Battey on my right, Patricia Low on my left, and I'm John Moore. Will counsel please identify themselves for the Reporter.

MR. HODGSON: Chris Hodgson, Durant, Nichols, for the Town of Hamden.

MR. GAGNE: William Gagne for Local 1303-115.

CHAIRMAN MOORE: Thank you. And as is our habit, I will put in as Exhibit 1 the Complaint and as Exhibit 2 the Notice of today's hearing.

(Department of Labor Exhibits 1 and 2:
Received in Evidence.)

1 CHAIRMAN MOORE: And I understand
2 there's been a settlement?

3 MR. GAGNE: Yes. We're going to read it
4 into the record, and it's kind of scrambled
5 on this piece of paper; but I think I can get
6 it right because of my experience in these
7 things.

8
9 (Laughter.)

10
11 STATEMENT OF SETTLEMENT

12
13 MR. GAGNE: Okay. This agreement [is]
14 between the Town of Hamden and Local --
15 hereinafter "the Town," and Local 1303-115,
16 AFSCME, Council 4, hereinafter "the Union,"
17 in order to resolve MPP-26,176:

18 One, the Town will negotiate with
19 the Union any changes in the current job
20 qualifications or the job qualifications
21 of any newly created position in the
22 bargaining unit, with the Union;

23 Two -- no, Part One still: Wages
24 will be negotiated as required by MERA;

1 Two, the Library II Branch Manager --
2 Library II (Branch Manager and Technical)
3 will require a Master's in Library Science
4 degree and two years of professional
5 library experience, and the phrase, quote,
6 or an Associate's degree in Library
7 Science and four years of paraprofessional
8 library experience, or any equivalent
9 combination of library experience and
10 training, shall be deleted from such
11 qualification description.

12 This recommendation will be made by
13 Ken Kelley to the Civil Service Commission
14 for their approval.

15 Three, Maureen Armstrong is
16 grandfathered as Library II,
17 notwithstanding this agreement to change
18 the job qualifications of Library II,
19 and Armstrong will continue as the
20 Whitneyville Branch Manager.

21 Four, the Union will not make any
22 further claims in any form as to the
23 Town's selection of Maureen Armstrong as
24 a Librarian II or her appointment as the

Whitneyville Branch Manager.

Five, the Union will withdraw
MPP-26,176 with prejudice upon approval
by the Civil Service Commission of Item
Number 2.

CHAIRMAN MOORE: Thank you very much,
and that's agreeable to the Town?

MR. HODGSON: That is agreeable to the
Town.

CHAIRMAN MOORE: So having heard all
that, congratulations on having arrived at
a settlement.

MS. LOW: Was there any sort of time as
far as our records? because I notice you're
withdrawing it contingent upon.

MR. KELLEY: The Civil Service meets
every other week -- twice a month, I'm sorry,
so it would be at the next regularly
scheduled Civil Service meeting.

MS. LOW: Mr. Gagne, do you want to put
some sort of a time frame on this?

MR. GAGNE: About four weeks.

MR. KELLEY: Monday, May 7th, will be
the next regularly scheduled meeting.

1 MR. GAGNE: By May 30th.

2 CHAIRMAN MOORE: All right.

3 MS. LOW: The complaint should be
4 withdrawn by May 30th.

5 CHAIRMAN MOORE: If the Civil Service
6 Commission has agreed to this change.

7 MR. KELLEY: Right.

8 CHAIRMAN MOORE: Thank you very much.
9 The hearing is closed.

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11 (Hearing concluded: 2:53 p.m.)
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CERTIFICATE

I hereby certify that the foregoing 8 pages are a complete and accurate computer-aided transcription of my original Stenotype notes taken of the Statement of Settlement, In the Matter of: Town of Hamden and Local 1303-115, Council 4, AFSCME, AFL-CIO, which was held before the Board of Labor Relations at State of Connecticut, Department of Labor, 38 Wolcott Hill Road, Wethersfield, Connecticut, on Wednesday, April 18, 2007, commencing at 2:45 p.m.

Barbara-Anne V. Scott

Barbara-Anne V. Scott, LSR # 252
Official Court Reporter

April 18, 2007
Date

I N D E XPAGE

Opening Statement of the Chairman	4
Statement of Settlement	5

Department of Labor Exhibits *
(Received in Evidence)

EXHIBITPAGE

1 Complaint in re: Town of Hamden and Local 1303-115, Council 4, AFSCME, AFL-CIO, Case No. MPP-26,176.	4
2 Notice of Hearing, In the Matter of: Town of Hamden and Local 1303-115, Council 4, AFSCME, AFL-CIO, for Wednesday, April 18, 2007.	4

* Reporter's Note:

*The original exhibits are bound with the
original transcript.*

May 17, 2007

SETTLEMENT AGREEMENT

The Town of Hamden and Local 1303-115, Council 4, AFSCME, AFL-CIO hereby agree to settle and resolve Case Nos. MPP-26572 and MPP-26564 as follows:

1. The goal of the Town is to fill the Librarian IV / Head of Technical Services position by no later than October 1, 2007.

2. The science and computer collection development work remains within the bargaining unit.

3. The Director and Assistant Director of the Library may continue to do science and computer collection development work as needed. The Town may continue to utilize non bargaining unit personnel to perform computer/web services until such time as the Librarian IV / Head of Technical Services ^{position} is filled.

4. The Agreement is entered into without precedent or prejudice and shall not be part of any collective bargaining history. Both parties do maintain their respective positions on this issue with respect to future collective bargaining.

5. Local 1303-115 withdraws Case Nos. HPP-26522 and HPP-26564 without prejudice and the State Board of Labor Relations will close these two matters as settled.

Kenneth S. Kelley
Town of Holden

Donna John

05.17.07

Local 1303-115, Council 4,
AFSCME, AFL-CIO

May 17, 2007

DATE

DATE

Dandra Bartell 5-17-07
CU President

Nancy McLaughlin 5/17/07
CU President

APPENDIX C



Employer/Group: HAMDEN: LIBRARY
Firm Division: 000653603 – HAMDEN TOWN

CENTURY PREFERRED,\$10.00

Century Preferred is a preferred provider organization (PPO) plan.

COST SHARE PROVISIONS	In Network Member Pays:	Out-of-Network Member Pays:
Office Visit Copayment	\$10.00	Deductible & Coinsurance
Specialist Visit Copayment	\$10.00	
Hospital Copayment(<i>per admission</i>)	\$200.00	
Urgent Care Copayment	\$25.00	
Outpatient Surgery Copayment	\$100.00	
Ambulatory Surgery Copayment	\$100.00	
Emergency Room Copayment (<i>waived if admitted</i>)	\$50.00	\$50.00
Annual Deductible (<i>individual/2-member family/3+ member family</i>)	Does not apply	\$100/\$200/\$250
Coinsurance	Does not apply	20 %
Coinsurance Maximum (<i>individual/2-member family/3+ member family</i>)	Does not apply	\$400/\$800/\$1,000
Lifetime Maximum	Unlimited	Unlimited

PREVENTIVE CARE

Well child care*	No Copayment	Deductible & Coinsurance
Periodic, routine health examinations*	No Copayment	Deductible & Coinsurance
Routine eye exams	\$10.00	Deductible & Coinsurance
Routine OB/GYN visits	No Copayment	
Mammography*	No Copayment	
Hearing screening	\$10.00	



Employer/Group: HAMDEN: LIBRARY
Firm Division: 000653603 - HAMDEN TOWN
CENTURY PREFERRED,\$10.00

**MEDICAL CARE
 MEDICAL CARE**

**In Network
 Member Pays:**

**Out-of-Network
 Member Pays:**

Office visits	\$10.00	Deductible & Coinsurance
Office visits - Specialist	\$10.00	
Outpatient mental health & substance abuse (prior authorization may be required)	\$10.00	
OB/GYN care	No Copayment	
Maternity care (initial visit subject to copayment, no charge thereafter)	\$10.00	
Diagnostic lab and x-ray	No Copayment	
High-cost outpatient diagnostic (prior authorization may be required) The following are subject to copay: MRI, MRA, CAT, CTA, PET, SPECT scans	No Copayment	
Allergy services - Office Visits	\$10.00	
Allergy services - Testing	\$10.00	
Allergy services - Injections (80 - Within 3 Years)	No Copayment	

HOSPITAL CARE - Prior authorization may be required

Semi-private room (General/Medical/Surgical/Maternity)	Refer to Hospital Copayment	Deductible & Coinsurance
Inpatient mental health and substance abuse	Refer to Plan Document	
Skilled nursing facility (up to 120 days per calendar year)	\$200.00	
Rehabilitative services (up to 60 days per calendar year)	No Charge	
Outpatient surgery (in a hospital)	\$100.00	
Ambulatory surgery (in other than a hospital setting)	\$100.00	



Employer/Group: HAMDEN: LIBRARY
Firm Division: 000653603 - HAMDEN TOWN
CENTURY PREFERRED,\$10.00

**EMERGENCY CARE
EMERGENCY CARE**

**In Network
Member Pays:**

**Out-of-Network
Member Pays:**

Walk-in centers	\$10.00	Deductible & Coinsurance
Urgent care <i>(at participating centers only)</i>	\$25.00	Deductible & Coinsurance
Emergency care <i>(copayment waived if admitted)</i>	\$50.00	\$50.00
Ambulance	No Copayment	No Copayment

OTHER HEALTH CARE

Physical, Occupational, Speech and Chiropractic Therapies <i>(50 - Per Member Per Calendar Year)</i>	No Copayment	Deductible & Coinsurance
Durable Medical Equipment and Prosthetics <i>(Unlimited maximum per calendar year)</i>	No Copayment	Deductible & Coinsurance
Infertility Services <i>(Prior authorization may be required - Some restrictions may apply)</i>	Refer to Plan Document	Deductible & Coinsurance
Home Health Care	OV Copayment	\$50.00 Deductible & 20% Coinsurance



Employer/Group: HAMDEN: LIBRARY
Firm Division: 000653603 - HAMDEN TOWN
CENTURY PREFERRED,\$10.00

Mammography: (additional exams when medically necessary)

AGE 35-39, 1 BASELINE EXAM;
AGE 40 AND OVER, 1 EVERY YEAR

Vision Exams: ONCE EVERY 2 YEARS

Hearing Exams: ONCE EVERY 2 YEARS

OB/GYN Exams: DOES NOT APPLY

Note To Benefit Descriptions:

- In situations where the member is responsible for obtaining the necessary prior authorizations and fails to do so, benefits may be reduced or denied.
- Inpatient Hospital Per Admission Copay is waived if readmitted within 30 days for same diagnosis.
- Members must utilize participating Blue Quality Centers for Transplant hospitals to receive benefits for Human Organ & Tissue Transplant services. This network of the finest medical transplant programs in the nation is available to members who are candidates for an organ or bone marrow transplant. A nurse consultant trained in case management is dedicated to managing members who require organ and/or tissue transplants.
- Members are responsible for the balance of charges billed by out-of-network providers after payment for covered services has been made by Anthem Blue Cross and Blue Shield according to the Comprehensive Schedule of Professional Services.

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

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

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

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



Employer/Group: HAMDEN: LIBRARY
Firm Division: 000653603 - HAMDEN TOWN
**CENTURY PREFERRED 3-TIER MANAGED
PRESCRIPTION DRUG PROGRAM**
\$5 Copayment Generic Drugs
\$25 Copayment Listed Brand-Name Drugs
\$40 Copayment Non-Listed Brand-Name Drugs
Unlimited Annual Maximum

Description of Benefits

You Pay:

Tier 1: Generic Drugs	The term "generic" refers to a prescription drug that is considered non-proprietary and is not protected by a trademark. It is required to meet the same bioequivalency test as the original brand-name drug. Tier 1 copayment applies.	\$5
Tier 2: Listed Brand-Name Drugs	The term "listed brand-name" refers to a brand-name prescription drug identified on the formulary by Anthem Blue Cross and Blue Shield. Tier 2 copayment applies.	\$25
Tier 3: Non-Listed Brand-Name Drugs	The term "non-listed brand-name" refers to a brand-name prescription drug not identified on the formulary by Anthem Blue Cross and Blue Shield. Tier 3 copayment applies.	\$40

Plan Pays:

Annual Maximum	Per member per calendar year	Unlimited
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How to use the 3-Tier Managed Prescription Drug Program

The 3-Tier Managed Prescription Drug Program incorporates different levels of copayments for three types of prescription drugs: generic, listed brand-name and non-listed brand-name, as defined in the chart above. The formulary lists generics and brand-name drugs that have been selected for their quality, safety and cost-effectiveness. These listed drugs have lower member copayments than non-listed drugs (but may not have a lower overall cost in all instances.) You minimize your copayments when you use generic prescriptions and listed brand-name prescriptions. You will still have coverage for non-listed brand-name drugs, but at a higher cost share. **Talk to your provider** about using generic drugs or listed brand-name drugs included on the formulary. You'll have lower copayments when you use these drugs.

- You will be responsible for **one** copayment when purchasing a **30-day supply** of prescription drugs from a participating retail pharmacy.
- You will be responsible for **two** copayments when purchasing a **31-day to 100 day supply** of maintenance drugs through the mail order program.

Generic Substitution: Prescriptions may be filled with the generic equivalent when available.

- When a generic drug is available and you request the equivalent brand-name drug, you will be responsible for the applicable copayment *plus* the difference in cost between the generic and brand-name drug.
- If your physician determines that the brand equivalent is medically necessary and indicates on the prescription 'Dispense as written', you will only be responsible for the applicable copay.

Connection (Concurrent Drug Utilization Review)

Connection works with the retail pharmacy's standard guidelines to provide a **second level of quality and safety checks**. The process, which is provided on-line as part of the electronic claims filing process, helps promote access to safe, appropriate, cost-effective medications for members. Connection involves a series of rules or guidelines, which identify potential medication therapy issues and deliver a message to the pharmacy by computer before the medication is dispensed. The process alerts the pharmacist of potential issues such as drug-to-drug interactions, refills requested too close together, incorrect dosing or drug duplications.

In Connecticut, Anthem Blue Cross and Blue Shield is a trade name of Anthem Health Plans, Inc., an independent licensee of the Blue Cross and Blue Shield Association. ® Registered marks of the Blue Cross and Blue Shield Association.

Pharmacy Programs

Voluntary Mail-service Program

Members have access to Anthem Rx, the voluntary mail-service drug program for members who regularly take one or more types of maintenance drugs. Members can order up to a **100-day supply** of these medications and have them delivered directly to their home.

The \$5 generic/\$25 listed brand-name/\$40 non-listed brand-name copayment and an unlimited annual maximum apply. When ordering a **31-day to 100 day supply, two copayments** will apply, as follows: \$10 generic/\$50 listed brand-name/\$80 non-listed brand.

National Pharmacy Network

Members also have access to a network of more than 53,000 retail pharmacies throughout the country. Members may call 1-888-207-4214, or go to www.anthemprescription.com, to locate a participating pharmacy when traveling outside the state.

Non-participating Pharmacies

Members who fill prescriptions at a non-participating pharmacy are responsible for payment at the time the prescription is filled. Members must submit claims to Anthem Blue Cross and Blue Shield for reimbursement, and payment will be sent to the member. Members who use non-participating pharmacies will pay 20% of the in-network allowance, plus the difference between Anthem Blue Cross and Blue Shield's payment and the pharmacist's actual charge.

Points to Remember

- Anthem Blue Cross and Blue Shield will provide coverage for prescription drugs dispensed by a participating pharmacy when prescription drugs are deemed medically necessary based on specific criteria and dispensed pursuant to a prescription issued by a participating physician or by a non-participating physician, subject to copayment.
- Anthem Blue Cross and Blue Shield will not be liable for any injury, claim or judgment resulting from the dispensing of any drug covered by this plan. Anthem Blue Cross and Blue Shield will not provide benefits for any drug prescribed or dispensed in a manner contrary to normal medical practice.
- Anthem Blue Cross and Blue Shield reserves the right to apply quantity limits to specified drugs as listed on the formulary. If a member requires a greater supply, the member's provider can follow the prior authorization process.

Prescription Drug Eligibility

Eligible prescription drug benefits are limited to injectable insulin and those drugs, biologicals, and compounded prescriptions that are required to be dispensed only according to a written prescription, and included in the United States Pharmacopoeia, National Formulary, or Accepted Dental Remedies and New Drugs, and which, by law, are required to bear the legend: "Caution - Federal Law prohibits dispensing without a prescription" or which are specifically approved by the Plan.

Limits and Exclusions

*Benefits are limited to no more than a **30-day supply** for covered drugs purchased at a retail pharmacy, and no more than a **100-day supply** for covered drugs purchased by mail order. All prescriptions are subject to the quantity limitations imposed by state and federal statutes.*

This drug rider does not provide drugs dispensed by other than a licensed, retail pharmacy or our mail-order service; any drug not required for the treatment or prevention of illness or injury; vaccines or allergenic extracts; devices and appliances; needles and syringes that are not prescribed by a provider for the administration of a covered drug; prescriptions dispensed in a hospital or skilled nursing facility; over-the-counter or non-legend drugs; antibacterial soaps/detergents, shampoos, toothpastes/gels and mouthwashes/rinse.

Benefits for prescription birth control are covered for most groups. However, such coverage is optional if your group is self-insured or a bona fide religious organization. Check with your benefits administrator.

This is not a legal contract. It is only a general description of the \$5 generic/\$25 listed brand-name/\$40 non-listed brand-name 3-Tier Managed Prescription Drug Program with an unlimited annual maximum. Please consult the Evidence of Coverage or prescription drug rider for a complete description of benefits and exclusions applicable to your coverage.

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Lumenos HSA Plan Summary

The Lumenos[®] HSA plan is designed to empower you to take control of your health, as well as the dollars you spend on your health care. This plan gives you the benefits you would receive from a typical health plan, plus health care dollars to spend your way. And you'll have access to personalized services and online tools to help you reach your health potential.

Your Lumenos HSA Plan

First - Use your HSA to pay for covered services:

Health Savings Account

With the Lumenos Health Savings Account (HSA), you can contribute pre-tax dollars to your HSA account. Others may also contribute dollars to your account. You can use these dollars to help meet your annual deductible responsibility. Unused dollars can be saved or invested and accumulate through retirement.

Contributions to Your HSA

For 2018, contributions can be made to your HSA up to the following:

\$3,450 individual coverage

\$6,850 family coverage

Note: These limits apply to all combined contributions from any source.

Plus - To help you stay healthy, use:

Preventive Care

100% coverage for nationally recommended services. Included are the preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits.

Preventive Care

No deductions from the HSA or out-of-pocket costs for you as long as you receive your preventive care from an in-network provider. If you choose to go to an out-of-network provider, your deductible or Traditional Health Coverage benefits will apply.

Plus -

Your Bridge Responsibility

The Bridge is an amount you pay out of your pocket until you meet your annual deductible responsibility.

Your Bridge amount will vary depending on how many of your HSA dollars, if any, you choose to spend to help you meet your annual deductible responsibility. If you contribute HSA dollars up to the amount of your deductible and use them, your Bridge will equal \$0.

HSA dollars spent on covered services plus your Bridge Responsibility add up to your annual deductible responsibility.

Health Account + Bridge = Deductible

Bridge

Your Bridge responsibility will vary.

Annual Deductible Responsibility In Network and Out of Network Providers

\$2,000 individual coverage

\$4,000 family coverage

If needed -

Traditional Health Coverage

Your Traditional Health Coverage begins after you have met your Bridge responsibility.

Additional protection:

For your protection, the total amount you spend out of your pocket is limited. Once you spend that amount, the plan pays 100% of the cost for covered services for the remainder of the plan year.

Traditional Health Coverage

After your Bridge, the plan pays:

100% for in-network providers

80% for out-of-network providers

Annual Out-of-Pocket Maximum In-Network and Out-of-Network Providers

\$2,000 individual coverage

\$4,000 family coverage

\$4,000 individual coverage

\$8,000 family coverage

Your annual out-of-pocket maximum consists of funds you spend from your HSA, your Bridge responsibility and your coinsurance amounts.

If you have questions, please call toll-free 1-888-224-4896.

Tools and Personalized Services

You will have access to our award-winning online health site and the following programs to help you reach your health potential:

Future Moms: Individualized obstetric support for expectant high-risk and non-high-risk mothers.

Healthy Lifestyles Online: All covered adults age 18 and over can join the program, complete the Well-Being Assessment and set up a Well-Being Plan.

Enroll in ConditionCare: Disease management for prevalent, high-cost conditions (asthma, diabetes, chronic obstructive pulmonary disease, coronary artery disease and heart failure) Members who have more than one health problem will enroll in one combined program — not separate ones for each condition.

Graduate from ConditionCare: - There's no limit to the number of family members that can graduate from the program.. Members who have more than one health problem will graduate from one combined program — not separate ones for each condition.

Summary of Covered Services

Preventive Care

Anthem's Lumenos HSA plan covers preventive services recommended by the U.S. Preventive Services Task Force, the American Cancer Society, the Advisory Committee on Immunization Practices (ACIP) and the American Academy of Pediatrics. The Preventive Care benefit includes screening tests, immunizations and counseling services designed to detect and treat medical conditions to prevent avoidable premature injury, illness and death.

All preventive services received from an in-network provider are covered at 100%, are not deducted from your HSA and do not apply to your deductible. If you see an out-of-network provider, then your deductible or out-of-network coinsurance responsibility will apply.

The following is a list of covered preventive care services:

Well Baby and Well Child Preventive Care

Office Visits through age 18; including preventive vision exams.

Screening Tests for vision, hearing, and lead exposure. Also includes pelvic exam, Pap test and contraceptive management for females who are age 18, or have been sexually active.

Immunizations:

Hepatitis A
Hepatitis B
Diphtheria, Tetanus, Pertussis (DtaP)
Varicella (chicken pox)
Influenza – flu shot
Pneumococcal Conjugate (pneumonia)
Human Papilloma Virus (HPV) – cervical cancer
H. Influenza type b
Polio
Measles, Mumps, Rubella (MMR)

Adult Preventive Care

Office Visits after age 18; including preventive vision exams.

Screening Tests for vision and hearing, coronary artery disease, colorectal cancer, prostate cancer, diabetes, and osteoporosis. Also includes mammograms, as well as pelvic exams, Pap test and contraceptive management.

Immunizations:

Hepatitis A
Hepatitis B
Diphtheria, Tetanus, Pertussis (DtaP)
Varicella (chicken pox)
Influenza – flu shot
Pneumococcal Conjugate (pneumonia)
Human Papilloma Virus (HPV) – cervical cancer

If you have questions, please call toll-free 1-888-224-4896.

Summary of Covered Services (Continued)

Medical Care

Anthem's Lumenos HSA plan covers a wide range of medical services to treat an illness or injury. You can use your available HSA funds to pay for these covered services. Once you spend up to your deductible amount for covered services, you will have Traditional Health Coverage available to help pay for additional covered services.

The following is a summary of covered medical services under Anthem's Lumenos HSA plan:

- Physician Office Visits
- Inpatient Hospital Services
- Outpatient Surgery Services
- Diagnostic X-rays/Lab Tests
- Emergency Hospital Services
- Inpatient and Outpatient Mental Health and Substance Abuse Services
- Maternity Care
- Chiropractic Care
- Prescription Drugs
- Home health care and hospice care
- Physical, Speech and Occupational Therapy Services
- Durable Medical Equipment
- Orthotics
- Diabetic medications, supplies and equipment **

Some covered services may have limitations or other restrictions. With Anthem's Lumenos HSA plan, the following services are limited:

- Skilled nursing facility services limited to 100 days per member per calendar year.
- Home Health care services limited to 200 visits per member per calendar year.
- Inpatient rehabilitative services limited to 100 days per member per calendar year.
- PT/OT/ST and chiropractic services limited to a combined total of 50 visits per member per calendar year.
- Inpatient hospitalizations require authorizations.
- Your Lumenos HSA plan includes an unlimited lifetime maximum for in- and out-of-network services.

* For a complete list of exclusions and limitations, please reference your Certificate of Coverage.

**** No Deductible applies**

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

If you have questions, please call toll-free 1-888-224-4896.

Hamden



Lumenos HSA Plan Summary

This summary is a brief outline of the benefits and coverage provided under the Lumenos plan. It is not intended to be a complete list of the benefits of the plan. This summary is for a full year in the Lumenos plan. If you join the plan mid-year or have a qualified change of status, your actual benefit levels may vary.

Additional limitations and exclusions may apply.



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If you have questions, please call toll-free 1-888-224-4896.

APPENDIX D

Town of Hamden Motor Vehicle Use Policy

Purpose:

The purpose of this policy is to establish standard requirements and procedures in accordance with applicable provisions of the Internal Revenue Code, for Town of Hamden employees who are assigned a Town vehicle in the course of providing Town services and conducting official business. This policy is intended to

- ensure the safety and well-being of Town of Hamden employees;
- facilitate the efficient and effective use of Town resources;
- minimize the Town's exposure to liability;
- monitor the use of Town vehicles; and
- comply with Internal Revenue Service regulations relating to vehicle usage.

Policy:

This policy shall apply to all employees who operate Town vehicles on either a regular or occasional basis. The Town of Hamden, with good cause, reserves the right to deny any employee the use of a Town vehicle. All employees assigned a Town vehicle (on a permanent or temporary basis) will be required to sign a statement indicating that they have read and will comply with the rules and provisions of this policy. Any Town employee who fails to adhere to this policy may be subject to appropriate disciplinary action.

Category of usage

Unrestricted Use

Four vehicles are identified by this policy as "unrestricted", which means available for personal usage as well as official business. These are the vehicles assigned to the Mayor, the Director of Public Works, The Chief of Police, and the Fire Chief.

Restricted Use – Take Home Vehicles

With approval of the Mayor, certain Town employees based on job title or job assignment, at the request of the Department Head, may be eligible for take-home vehicle usage and permanent assignment. These vehicles may be used for commuting and *de minimis* personal errands during workdays only while traveling between work and home, pursuant to Internal Revenue Service (IRS) regulations. These regulations may be amended by the IRS from time to time. Any *de minimus* usage must be reported to the Department Head and approved prior to such usage.

The only employees eligible for take-home vehicle usage are employees with responsibility for on-going and recurring time critical emergency responses requiring both direct transportation to the site of the emergency and specialized equipment in the Town vehicle. In addition, employees' jobs must require that they spend a significant amount of their work day in the field.

Restricted Use – Daily and Fleet Vehicles

Daily and Fleet vehicles are those used only during the course of the workday. With the approval of the Mayor or the Chief Administrative Officer, a daily or fleet vehicle may be permitted to be taken home

by an employee for a period not to exceed three (3) days. These vehicles may be used for *de minimis* personal errands during workdays only while traveling between work and home, pursuant to Internal Revenue Service (IRS) regulations. These regulations may be amended by the IRS from time to time. Any *de minimus* usage must be reported to the Department Head and approved prior to such usage.

The Town recognizes that, during work hours, *de minimus* in-town use of Town vehicles (e.g. lunch breaks) may represent the most efficient use of resources and such usage is acceptable when the *de minimus* nature or increased efficiency is demonstrable.

Assignment of Town Vehicles

The permanent or temporary assignment of Town vehicles to Town employees shall require the approval of the employee's Department Head or the Mayor. Upon vacancy, any positions to which a take-home vehicle is assigned will automatically be removed unless authorized by the Mayor. The Town reserves the right to review the continuing need for any vehicle assignment. The Town, with input from any appropriate Department Head, will ensure that vehicles purchased for employee use are the least expensive and most fuel-efficient vehicles required for the work assignment.

Use of Town Vehicles

For employees who fall within the provisions of the Internal Revenue Code, the Town will comply with the Internal Revenue Service's regulations regarding the reporting of income. Since the only authorized non-business use is commuting and *de minimis* personal errands, the Town will use the Commuting Valuation Method to report income. This amount may be amended by the IRS from time to time. The employee is responsible for complying with all IRS regulations and any other regulatory requirements regarding employer provided vehicles. The Mayor is subject to alternate provisions of the IRS code that relate to "control employees," and the Town recognizes that Internal Revenue Code may override categorizations included in this policy.

All operators of Town vehicles shall possess a valid driver's license. Employees are responsible for notifying the Town if their license is suspended or expired. Employees must forward a copy of their driver's license to their supervisor and the Personnel Department on an annual basis. In the event of a license suspension, vehicle use privileges will be suspended and may be terminated. Employees are required to notify their supervisors of any violations or summonses received while in possession of, or while operating a Town vehicle. Failure to do so may result, in the Town's discretion, in the loss of vehicle use privileges or other discipline.

Only Town employees are authorized to operate Town vehicles. Smoking is not allowed in Town vehicles.

All drivers and Town business travelers must wear seat belts and obey traffic laws. Employees are strictly prohibited from operating a Town vehicle while under the influence of alcohol or illegal drugs, and are likewise prohibited from using prescription or over the counter medication which may impair their ability to safely operate a motor vehicle.

In the case of an accident, the employee driving the vehicle shall immediately notify his/her supervisor

and the Police Department holding jurisdiction to report the accident and complete a full accident report. Copies of the completed accident report shall be forwarded to the employee's supervisor and the Town's Risk Manager.

Appearance of Town Vehicles

The only decals or adornments allowed on Town vehicles are 1) the Town Seal, 2) an American flag (without text), 3) uniform lettering, decals, or adornments for guardian vehicles as determined appropriate by the Fire Chief or Police Chief and approved by the Mayor, and 4) bumper stickers or magnets produced by the Town of Hamden promoting the safety, cleanliness, and livability of our Town. Any existing decal, bumper sticker, or other adornment that fails to adhere to this policy is to be removed immediately.

Requests for case-by-case exemptions are to be made to the Mayor.

Responsibility:

It shall be the responsibility of each Town employee assigned a Town vehicle to comply with these regulations. Failure to comply with all provisions of this policy shall result in disciplinary action as well as suspension or termination of vehicle privileges.

Effective – June 5, 2013