

**BETHEL PUBLIC LIBRARY
PERSONNEL POLICY AND PROCEDURES**

I. PURPOSE OF PERSONNEL POLICY:

The purpose of the Bethel Public Library Personnel Policy and Procedures is to provide guidelines for hiring, employment, and benefits for employees of the Bethel Public Library.

II. APPLICATION OF PERSONNEL POLICY:

~~Equal employment opportunity is the policy of the Library because it is in the interest of the Library to select the best qualified individual for the job and to develop and use all of its human resources to their full potential.~~

The Library **is an equal opportunity employer and** all employment decisions will be made without regard to race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and related medical conditions), gender identity and gender expression (including transgender status), sexual orientation, marital status or status as a victim of domestic violence, military and veteran status, physical or mental disability, protected medical condition as defined by state or local law, genetic information, and any other characteristic protected by applicable federal, state, or local laws and ordinances, except when such characteristic is a bona fide occupational qualification. The policies and procedures shall be applicable to all employees of the Bethel Public Library. Some policies and procedures may also apply to other types of employees such as temporary or volunteer.

If you have any questions or concerns, please let the Library Director know.

Employees can raise concerns and make reports to any supervisor, the Library Director, the Library Board of Directors or the Town of Bethel First Selectman or the First Selectman's designee, without fear of reprisal. Anyone found to be engaging in any type of inappropriate conduct under this policy will be subject to disciplinary action, up to and including termination of employment.

III. DISCRIMINATION, HARASSMENT AND RETALIATION PREVENTION POLICY:

The Library adheres to the Town of Bethel's Sexual and Other Unlawful Harassment Policy which is distributed to all employees on an annual basis.

It is the policy of Library and the Town of Bethel (the "Town") to maintain a working environment that is free from sexual and other unlawful harassment. The Library and Town will not tolerate the harassment of any applicant, employee, independent contractor, volunteer, public official or visitor based race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and related medical conditions), gender identity and gender expression (including transgender status), sexual orientation, marital status or status as a victim of domestic violence, military and veteran status, physical or mental disability, protected medical condition as defined by

applicable state or local law, genetic information, or any other characteristic protected by applicable federal, state, or local laws and ordinances. The Library and Town are committed to a workplace free of discrimination, harassment and retaliation. Such harassment violates state and federal law.

This policy prohibits sexual and other unlawful harassment by all levels of employees and other persons acting in a Library or Town capacity, including elected or appointed officials, supervisors and department heads, volunteers, and others contractually or otherwise under the Library or Town's control. It also protects against harassment by any third person who is on Library or Town premises, in a Town workplace or who otherwise comes in contact with personnel in connection with their Town employment.

A. Definition of Unlawful Harassment

Unlawful harassment means unwelcome and offensive conduct that has the purpose or effect of unreasonably interfering with an employee's performance and/or employment opportunities or that is sufficiently severe, pervasive or persistent so as to create an intimidating, hostile or offensive working environment. All forms of harassment are prohibited whether verbal, written, visual or physical and regardless of the medium through which it occurs.

B. Definition of Sexual Harassment

The term "sexual harassment" warrants additional explanation. Unwelcome sexual advances, requests for sexual favors and other inappropriate verbal, non-verbal or physical conduct of a sexual nature constitute sexual harassment when:

- submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- submission to or rejection of such conduct by an individual is used as the basis of employment decisions affecting the individual;
- such conduct has the purpose or effect of substantially interfering with an individual's work performance, and/or is sufficiently severe, pervasive or persistent that it creates an intimidating, hostile or offensive work environment; or
- submission to or rejection of the conduct by the individual is used as the basis for any decision affecting the individual's job benefits and/or working conditions.

Such conduct constitutes sexual harassment whether or not a threat of adverse job consequences is carried out and whether or not the individual actually suffers any tangible adverse job consequences.

Sexual harassment includes a wide range of behaviors – from pressure or requests for sexual activities to unwelcome sexual comments and innuendo to verbal abuse of a sexual nature.

Unwelcome sexual flirtations and advances, offensive touching of any individual, graphic or verbal commentaries about any individual's body, sexually degrading words used to describe any individual, and displays in the work place of sexually suggestive objects or pictures are some of the additional behaviors that constitute sexual harassment. Behavior appropriate in a social setting may not be appropriate in the workplace. Sexual harassment may be subtle and even unintentional. It may be directed towards members of the opposite or same sex.

C. Examples of Sexual Harassment

While an exhaustive list is not possible, the following are examples of specific conduct that violate the law and policy and which, if severe and pervasive, constitute sexual harassment. In each case, such a determination will depend upon the totality of the circumstances, including the severity of the conduct and its pervasiveness. Sexual harassment includes, but is not limited to:

- Suggestive or obscene letters, notes, e-mail messages, voice mail or text messages, invitations, derogatory comments, slurs, jokes, epithets, touching, impeding or blocking movement, leering, gestures, noises, pulling at clothes, display or transmission of sexually suggestive objects, pictures or cartoons, sexual assault, attempted sexual assault.
- Continuing to express sexual interest after learning of or being informed that the interest is unwelcome;
- Coercive sexual behavior used to control, influence, or affect the career, salary and/or work environment of another employee, such as threats of reprisal, implying or withholding support for an appointment, promotion, transfer, or change of assignment;
- Suggesting a poor performance evaluation will be prepared or that a probationary period of employment will not be completed successfully;
- Discussion of one's own sexual activities or inquiries into others' sexual experiences;
- The creation of an atmosphere of sexual harassment or intimidation, or a hostile or offensive working environment; and
- Inappropriate attention of a sexual nature.

D. Relationships at the Workplace

All employees and other persons acting in any capacity for the Library or Town, and especially those in a position of authority such as supervisors and managers, should be sensitive to the questions about mutuality of consent that may be raised, and to the conflicts of interest that may exist, in personal, sexual or romantic relationships with other Library or Town personnel.

E. Examples of Other Unlawful Harassment

Unwelcome speech or conduct of an offensive or hostile nature based on an individual's race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and related medical conditions), gender identity and gender expression (including transgender status), sexual orientation, marital status or status as a victim of domestic violence, military and veteran status, physical or mental disability, protected medical condition as defined by applicable state or local law, genetic information, or any other characteristic protected by applicable federal, state, or local laws and ordinances. is also prohibited by this policy. Examples of such unlawful harassment include, but are not limited to, the following:

- Intimidation and implied or overt threats of physical violence or physical acts of aggression or assault upon another or damage to another's property that is motivated by race, color, national origin, sex, age, disability, religion, sexual orientation, marital status, ancestry, or genetic information or any other basis prohibited by local, state and federal law;
- Depending upon the circumstances and context, demeaning jokes, taunting, slurs, derogatory nicknames, innuendos or other negative or offensive remarks relating to an individual's race, color, national origin, sex, age, disability, religion, sexual orientation, marital status, ancestry, or genetic information or any other basis prohibited by local, state and federal law;
- Depending upon the circumstances and context, graffiti, slogans, or visual displays such as cartoons, graphics or posters depicting slurs or derogatory sentiments relating to an individual's race, color, national origin, sex, age, disability, religion, sexual orientation, marital status, ancestry, or genetic information or any other basis prohibited by local, state and federal law.

F. Complaint Procedure

All employees and other persons affiliated with the Library and Town are responsible for helping to assure that sexual and other unlawful harassment is avoided. The First Selectman is authorized to develop and maintain regulations establishing a complaint procedure for reporting violations of this policy. Any person who feels he or she has been harassed or victimized in violation of this policy should process a complaint in accordance with said regulations. Any person who has observed or otherwise become aware of conduct prohibited by this policy should bring the matter to the attention of the Library Director, or, if the allegation or concern involves the Library Director or the employee is otherwise uncomfortable reporting such to the Library Director, to the Library Board of Directors or to the First Selectman's designee or the First Selectman.

All complaints will be promptly investigated by the Town in as confidential a manner as practical and appropriate corrective action will be taken as warranted. Any employee, volunteer or other individual under the control of the Library who is determined after an

investigation to have engaged in harassment in violation of this policy will be subject to discipline, including possible dismissal. He or she may also be personally liable in any legal action brought against him or her.

G. Retaliation

Retaliation against an individual because he or she has reported harassment or has cooperated in an investigation of alleged harassment is a violation of Library and Town policy and state and federal law. Such retaliation is a form of harassment and will be handled in the same manner as other forms of unlawful harassment.

H. Responsibilities of the First Selectman's Designee

The First Selectman's designee is responsible for the following:

1. Ensuring that all complaints of unlawful harassment are investigated in a prompt and objective manner;
2. Ensuring the Town's compliance with various statutory record keeping, notice and training requirements in the area of harassment. This includes the requirement of posting in a prominent and accessible location information concerning the illegality of sexual harassment and remedies available to victims of sexual harassment;
3. Reviewing the Town's policy on harassment and the accompanying administrative regulations periodically for appropriate updating, and monitoring them on an on-going basis for effective implementation;
4. Ensuring that the Town's policy and administrative regulations are distributed to all employees annually;
5. Ensuring that the definition of "harassment" as well as the process by which any person may make a complaint of sexual, racial or other unlawful harassment is part of the orientation for all employees upon hire;
6. Ensuring employees are aware of who is serving as the complaint contact person for the Town and how he or she may be reached.

I. Sexual Harassment Training for Supervisory Employees

Employees or other persons with supervisory responsibilities must attend a Library or Town-sponsored sexual harassment training program within six months of assuming such position with the Library and thereafter when required by the Library or Town. Such training shall include, at minimum, a description of the state and federal laws prohibiting sexual harassment, the definition of sexual harassment, a discussion of the types of conduct that may constitute sexual harassment, a description of the remedies available in such cases, a discussion of strategies to prevent sexual harassment and the warning that individuals who commit acts of sexual harassment may be subject to civil and criminal penalties.

A copy of this policy or appropriate summary shall be periodically distributed to all

[employees.](#)

IV. **CONFLICT OF PROVISIONS:**

- A. Where there is a conflict between these policies and procedures and any provision of the Charter of the Town of Bethel or the Personnel Rules and Regulations Ordinance for employees in the classified service of the Town, the Charter provision and/or the Personnel Rules shall prevail.
- B. These policies and procedures shall supersede any prior personnel policies.
- C. These policies and procedures will supersede any conflicting oral statements made by Library personnel and state and federal or local laws prevail over any conflicting policy provisions.
- D. [In the event an express provision within a collective bargaining agreement should irreconcilably conflict with an employment policy or practice within the Personnel Policy, the Charter of the Town of Bethel or the Personnel Rules and Regulations for employees in the classified service of the Town, the specific provision of the collective bargaining agreement shall prevail.](#)

V. **EMPLOYEE CLASSIFICATION:**

Employee: A person in the employ of the Library who is paid a salary or hourly wage.

Employer: The Town of Bethel under the administration of the Bethel Library Board of Directors.

Exempt employee: An employee of the Library who is exempt from the Federal and State of Connecticut Wage and Hour Laws.

Full-time employee: Any employee who works thirty-five (35) or more hours weekly.

Non-exempt employee: An employee of the Library who is subject to the Federal and State of Connecticut Wage and Hour Laws.

Part-time employee: Any employee who works less than thirty-five (35) hours weekly.

Regular employee: An employee who successfully completes the ~~introductory~~ **probationary** period and has been appointed to a position in the Bethel Public Library as provided in this policy.

Temporary employee: Any employee working twelve (12) weeks or less in a calendar year, or any employee in an emergency position, or any employee designated as such by the Library

Director due to unusual circumstances.

Term employee: An employee who has been appointed to a position for a definite term.

VI. **RECRUITMENT PROCEDURES FOR FILLING VACANCIES :**

A. **Advertisement:**

The Library Director shall post **position vacancy announcement internally for a period of seven (7) working days prior to the public advertisement of the vacancy.** All vacancies on official bulletin boards and all vacancies may be advertised outside the Library in places the Director may deem necessary and practical. Applications will be solicited from as large a geographical area as the Library Director deems practical to assure sufficient applicants to permit the selection of the best qualified employees.

B. **Information:**

Advertisements shall specify the Library as an equal opportunity employer, the title ~~and salary range~~ of the position, nature of work to be performed, desired qualifications of prospective applicants, closing date for receiving applications and other information the Library Director or the Director's designated representative may deem necessary or pertinent.

C. **Applications:**

Applications shall be reviewed against the requirements for the position as detailed in the job description.

D. **References:**

As part of the pre-employment procedure, references provided by the candidates shall be investigated as to the applicant's work history or other pertinent information which is deemed to be necessary and directly related to the performance of the specific job. References and other checks shall be made prior to an offer of employment, and information obtained shall be made part of the applicant's file. The Library recognizes that some employers may only provide the job title, dates of employment and salary information.

E. **Library Director:**

The Library Board of Directors will hire the Library Director following a search and interview process established by the Search Committee of the Board. At the time of employment, the terms of the agreement established at the time of hiring plus other considerations which the Library Director may negotiate with the Library Board will be put into a contract agreement ~~to cover one or more years~~. Whenever provisions of such a contract are in conflict with the regulations in these policies, the terms of the negotiated contract will take precedence.

VII. **APPOINTMENTS**

A. Appointing Authority:

The Bethel Library Board of Directors has the sole authority to hire the Library Director. Except as otherwise delegated, the Library Director has the power to make appointments for all other Library positions. The Library Director may make such appointments in consultation with the department ~~head~~ **supervisors** with authority over the position.

B. Position:

A position is a group of current duties and responsibilities assigned or delegated by ~~competent authority~~ **the Library Director or their designee** requiring the full or part-time service of one (1) person. Nothing herein shall prevent the Library Director or the Director's authorized representative from adding to, subtracting from or in any other manner changing the duties and responsibilities of a "position". All positions should have written job descriptions. ~~Full-time Employees should~~ **will** be provided with their own job descriptions **upon request.** ~~and have access to other job descriptions in the Library.~~

Regular Position:

~~The Library Director shall make appointments to regular positions in the Library, selecting qualified applicants from a recall or candidate list subject to the satisfactory completion of pre-employment examinations, if any, and an introductory period. Recall lists will take precedence over candidate lists. A recall list is a listing of Library employees who have been laid off from a Library position who may have recall rights. A candidate list is a listing of qualified applicants including applicants who are employees of the Library as well as outside applicants.~~

C. Temporary Positions:

Whenever funds are available, temporary positions shall be filled, as far as is practical, from a list of candidates meeting the minimum qualifications for the position.

D. Transfer:

Either the Library ~~Administration~~ **Director, Director's designee**, or a Library employee may initiate a transfer. An employee may be transferred from one position to another ~~with significant change in grade~~ **when:**

1. The employee meets the qualification requirements as stated by the job specifications.
2. It is in the best interests of the Library.
3. ~~Further training and development of an employee in another position would be beneficial to the future staffing potential of the Library.~~

E. Promotion:

A promotion is the advancement of an employee from one position to another position provided that the new position is of a higher salary classification. ~~Insofar as is practical and consistent with the best interests of the Library, the Library Director may fill all vacancies in the Library by promotion from within the Library. Vacancies may be posted on official bulletin boards and staff may submit a letter of interest to the Director.~~ No supervisor shall deny any employee permission to apply for a promotional opportunity in the Library. When the Library Director determines that an insufficient number of well-qualified employees are available from within the Library staff, the Director may consider outside applicants in order to provide an adequate number of candidates for consideration. The Library may require successful completion of certain job-related courses as a condition for promotion.

F. Probationary Period:

Newly hired employees shall serve a probationary working test period of one hundred eighty (180) calendar days of employment during which an employee is required to demonstrate ability to perform the duties of the position satisfactorily.

Newly promoted or transferred employees shall serve a probationary working test working test period of forty-five (45) working days to demonstrate their ability to satisfactorily perform in the new position. If, in the sole judgement of the Library Director, the employee proves unable or unwilling to satisfactorily perform in the position, the Library Director shall return the employee to the position from which the employee was promoted or transferred.

Completion of this ~~introductory~~ probationary period does not guarantee continued employment for any period of time thereafter.

G. Demotion:

A regular employee may be demoted ~~by the Library Director~~ to a position of lower grade for which they are qualified ~~when: for any of the following reasons:~~

1. ~~When~~ A position is being abolished, a position is reclassified to a lower grade, there is a lack of work, there is a lack of funds or because an employee previously occupying the position but on authorized leave returns to reclaim such position.
2. ~~When~~ An employee is deemed not to possess the necessary ability or qualifications to render satisfactory service in the position they hold or are being trained for and termination is not deemed appropriate.
3. ~~When~~ An employee voluntarily requests such demotion.

~~All demotions must receive the approval of the Library Director.~~ A letter of notification will be sent to the employee stating reasons for the demotion.

VIII. OPERATIONAL POLICIES ~~EMPLOYEE WORK PERFORMANCE:~~

A. Hours of work:

1. The Library Director shall establish hours of work for all Library employees. All employees are expected to be at their regular place of work and to devote their full time ~~and energies~~ to the performance of their job duties in accordance with these policies and procedures and other Library policies and regulations, the Town Charter and applicable statutes of the State of Connecticut.
2. Full-time Library employees shall work thirty-five (35) hours per week **to be determined by the Library Director.**
3. ~~The Library Director in accordance with the needs of the Library shall establish hours of part time employees.~~ **Part-Time employee hours are not to exceed twenty-four (24) within a one (1) week pay period and not to exceed seventy-six (76) hours in a four (4) week pay period.**
4. **The work week runs from Sunday through Saturday.**

B. Attendance:

1. An employee shall be in regular attendance at work in accordance with this policy and general Library regulations. Attendance records and time reports shall be maintained for all employees. Time reports shall include all absences and reasons for all absences.
2. In the case of employees not eligible for overtime (exempt employees), attendance at meetings of Library and Town agencies and nominal overtime shall be considered part of the duties of the position and not ordinarily eligible for compensation. Equivalent time off to an exempt employee who has worked frequent or long overtime without compensation in pay may be granted ~~in~~ **at** the sole discretion of the Library Director. The Library Director shall determine the fair amount of equivalent time to be taken and the day(s) to be taken, without any adverse effects on Library operations.

C. Meal Periods:

1. **A Part Time employee who works more than six (6) hours in a given day will receive an unpaid, duty-free, meal period not to exceed thirty (30) minutes.**
2. **A Full-Time employee who works more than six (6) hours in a given day will receive an unpaid, duty-free, meal period not to exceed sixty (60) minutes.**

3. Scheduling a meal period must be approved by the supervisor on duty in accordance with the needs and requirements of the Library. Meal periods will normally be in the middle of the employee's workday.
4. An employee who works more than six (6) hours in a given day is required to take the scheduled meal period. An employee may not work through the meal period to make up lost work time. The meal period may not be taken at the end of an employee's workday in order to leave work before the normal quitting time.

D. Payroll records:

~~To allow for compliance with the Fair Labor Standards Act, as amended, and accepted accounting practices, as prescribed by the national body issuing such regulations, the following payroll records shall be maintained in accordance with this subsection. For non-exempt employees, these reports shall specify, as a minimum, the number of straight time and overtime hours worked each payroll week and, in the case of absences, the reason for such absence and whether such absence is to be paid or not paid in accordance with established and accepted Library regulations. Time reports shall be signed by the employee and approved by the department head at least weekly and submitted to the Library Director. In no event, except with the specific written authority of the Library Director, shall pay vouchers be issued in the absence of signed payroll reports.~~

All employees are required to complete an individual time record showing the daily hours worked and authorized paid leave taken. Each employee must comply with the following procedures:

- All time worked, including the beginning and ending time, must be recorded
- All paid leaves of absence must be recorded
- Employees must complete and sign their own time record
- When necessary, only a supervisor may complete an employee's time record
- All time records must match the scheduling software in order to be approved
- The time record must be submitted to the Library Director at a time specified by the Library Director
- The time record must be verified and signed by the Library Director or a supervisor assigned by the Library Director.

E. Outside employment:

1. An employee may not perform work for any entity other than the Library during the employee's assigned shift.

2. An employee may not receive any income or material gain for materials produced or services rendered while performing the employee's duties of the Library.
3. There are no restrictions on work during non-working hours provided such ~~employment~~ **does** not interfere with the employee's performance standards, pose an actual or potential conflict of interest, or compromise the interests of the Library.
4. An employee may not use Library-owned equipment, supplies, or other property, including an item that identifies the employee as working for the Library, to perform work for another entity or for the employee's own monetary gain.
- ~~5. Each full time employee's Library work shall be his or her first employment priority. If an employee has outside employment, such employment shall not have any adverse effect on the employee's service or availability to the Library. Any employee who has outside employment shall give written notice to the Library Director explaining the nature and hours of such employment and indicating the name, address and telephone number of the employer.~~
6. If the Library Director determines that an employee's outside employment interferes with the employee's performance of work for the Library, the Director shall so advise the employee and give the employee the opportunity to choose to continue either Library employment or outside employment.

IX. PERFORMANCE EVALUATION:

- A. ~~The Library Director shall require a written evaluation of all employees at least once each year.~~ **When** evaluations are deemed necessary or appropriate by the Library Board or Library Director then the evaluation shall be completed by the employee's immediate supervisor and reviewed by the department head. When the immediate supervisor is the department head, the Library Director shall review the evaluation. The Library Director shall evaluate the department heads.
- B. A copy of the evaluation shall be signed by the employee, **to acknowledge receipt and shall be signed by** the evaluator and the reviewer and forwarded to the Library Director's office.
- C. Any employee may meet with the Library Director to discuss the evaluation. After consultation with the evaluator and the reviewer, the Library Director may recommend modifications to the evaluation as deemed necessary or appropriate. The employee may add a written response to the evaluation. The final evaluation shall be

placed in the employee's personnel file. Performance evaluations are not subject to the complaint procedure of this policy.

D. Introductory Period:

~~———— The introductory period is the initial employment period that, unless otherwise specified in the job description, is six (6) months during which an employee is required to demonstrate fitness to perform the duties of the position; or a later employment period, specified in writing to the employee, during which a regular employee must demonstrate job performance in accordance with established standards.~~

~~———— All new full time employees shall serve an introductory period of six (6) months to allow the department head and Library Director to observe the employee's ability to perform the duties pertaining to the position. A performance appraisal, with a copy to the employee, shall be conducted during the introductory period six (6) months after the date of hire, or more frequently at the discretion of the Library Director. During the introductory period of any new employee the Library Director may terminate the employment of such employee for any reason without being subject to any grievance procedure.~~

~~———— A regular employee, whose performance evaluation indicates less than satisfactory performance of job duties, may be placed into an interim period of a defined length during which the employee must demonstrate improved job performance in accordance with written standards established by the employee's supervisor and the Library Director.~~

~~———— Completion of this introductory period does not guarantee continued employment for any period of time thereafter.~~

X. DISCIPLINARY ACTION:

A. Disciplinary action may be taken against any Library employee. Records of disciplinary action shall be maintained in the employee's personnel file and a copy given to the employee.

B. Cause for disciplinary action:

The Library Director may reprimand, demote, withhold pay increases, suspend, dismiss or otherwise discipline an employee. A supervisor may only recommend to the Library Director that disciplinary action be taken. Reasons for disciplinary action include but are not limited to, the following:

1. Violation of this policy.

2. Dishonesty in the performance of duties.
3. Consumption of alcohol or the illegal use of drugs on the job.
4. Reporting for work unfit for duty.
5. Recklessness or negligence on the job.
6. Inefficiency.
7. Tardiness or absenteeism.
8. Engaging in unauthorized work or activity while on duty.
9. Failure, refusal or inability to perform a normal quantity and quality of work.
10. Failure to obey a reasonable order, either written or oral, provided that nothing in this subsection shall be construed to require an employee to commit an unlawful act.
11. The use of abusive language or offensive conduct to a supervisor, co-worker or the public.
12. Conviction of a crime involving moral turpitude.
13. Fraudulently obtaining sick or injury leave.
14. Insubordination.
15. Theft, damage or destruction of Bethel Library property or property on loan from another Library or property of any member of the public or fellow employee ~~during scheduled working hours.~~
16. Intentional and illegal discrimination against anyone in employment or delivery of services because of such individual's age, race, color, handicap, sex, creed, national origin, **gender identity**, sexual preference or [any other characteristic protected by applicable federal, state or local laws and ordinances.](#)
17. Unauthorized possession of any weapon on Bethel Library premises.
18. Other due or sufficient cause.

C. **Types of Disciplinary Action:**

Disciplinary action assessed to regular employees includes, but is not limited to, verbal and written reprimands, suspension without pay, demotion and dismissal. [An employee who is represented by a collective bargaining representative should refer to the collective bargaining agreement.](#)

D. **Reprimand:**

In situations where an ~~oral~~ **verbal** warning has not resulted in expected improvements, where more severe initial action is warranted or where the employee receives a less than satisfactory evaluation, a written reprimand shall be issued to the employee.

E. **Suspension:**

After investigation of an employee offense and and, ~~for long term suspensions without pay,~~ appropriate [opportunity to be heard](#) hearing, suspension without pay may be imposed when the Library Director conclude that such disciplinary action is appropriate. A letter of notification will be sent to the employee stating the nature of the offense and the length of the suspension. When serious misconduct is alleged requiring the immediate removal of the employee from the workplace, the Library Director may immediately suspend the employee with pay prior to conducting an investigation and making a determination regarding disciplinary action.

F. **Dismissal:**

Dismissal is the disciplinary termination of an employee's employment with the Library. The procedures for dismissal of regular employees depend upon whether the employee has a right to appeal dismissal pursuant to the complaint procedure of these Personnel Policies and Procedures or a procedure specified in an individual employment [contract or collective bargaining agreement](#).

1. **Non-Bargaining Unit Full-time employees and part time employees in supervisory positions:**

[Regular full- and part- time employees in supervisory positions who are not represented by a collective bargaining representative](#) ~~A full time employee or a part time employee in a supervisory position on the Library~~ who are subject to dismissal by the Library Director may appeal the decision according to the procedures outlined in Section 12 of these policies and procedures.

2. **Full- And Part-time employees in non-supervisory positions:**

[Full- and part- time employees who do not serve in supervisory positions, and those who are represented by a collective bargaining representative,](#) who are subject to dismissal by the Library Director have no right of appeal under these Personnel Policies and Procedures. The Library Director shall

advise such employee in writing that dismissal is being considered.

3. [An employee who is represented by a collective bargaining representative should refer to the collective bargaining agreement.](#)

G. Long Term Suspensions Without Pay:

The procedures for dismissal shall also apply to long-term suspensions without pay.

XI. SEPARATIONS

A. Continued employment of every employee shall be conditioned upon satisfactory performance of duties, attendance, conduct and ability.

B. Employees may be separated from employment with the Library for the following reasons:

1. **Dismissal:** As set forth in Section 10.F.

2. **Layoff:**

When a position is discontinued or abolished because of a change in duties, reorganization, lack of work, lack of funds or any other reason, the Library Director shall submit a report to the Library Board of Directors, together with a recommendation as to the employee to be laid off. Regular employees subject to layoff shall be notified in writing two (2) calendar weeks prior to the effective date, **unless extenuating circumstances require immediate action.**

3. **Resignation:**

An employee in a supervisory position, or in a position requiring an MLS, wishing to leave the Library in good standing ~~should~~ **shall** submit their resignation in writing to the Library Director four weeks in advance; two weeks notice is ~~requested~~ **required** of all other full-time employees. The written resignation shall specify the effective date of the resignation and the reason for leaving. The Library Director may designate a shorter period of notice because of extenuating circumstances. A copy shall be placed in the personnel file of the employee.

4. **Termination at End of Contract Term or Term of Appointment:**

A ~~contract~~ **temporary** employee or a term employee shall be automatically terminated at the end of the contract term or term of appointment unless the contract or appointment is renewed or under review.

5. **Retirement:**

Retirement shall be defined as termination with immediate eligibility for a normal or early retirement benefit under a Town of Bethel Pension Plan.

~~6. Death or Other Termination.~~

C. Payment of Fringe Benefits upon Separation From Employment:

The following benefits shall be paid upon a **regular** employee's separation of employment for any reason:

The following benefits shall be paid upon a **regular** employee's separation of employment for any reason:

1. Unused accrued vacation days.
2. Unused accrued compensatory time (non-exempt employees only).
3. Contributions with interest made to the Town of Bethel Pension Plan, provided the employee is not yet vested in the plan. Employees should contact the Selectman's office regarding payment of these funds.

In the case of death, such payments shall be paid to the estate of the **regular** employee or the employee's designated beneficiary.

XII. COMPLAINT **GRIEVANCE** PROCEDURE:

An employee who is represented by a collective bargaining representative should refer to the collective bargaining agreement.

- A. This formal grievance procedure **applies only to complaints about the application of this Personnel Policy and Procedures, and not to the non-renewal of the employment of a term employee or to performance evaluations.** The formal grievance procedure should not be instituted until every effort has been made to solve the problem informally. **Thereafter, the following procedure shall be followed:**

Application:

~~The following procedure applies only to regular full-time employees and those part-time employees in a supervisory position in the Library. The procedure is only applicable to complaints about the application of this Personnel Policy and Procedures. The procedure does not apply to non-renewal of a term appointment and does not apply to performance evaluations.~~

1. If an employee wishes to ~~complain~~ **make a complaint** about the application of ~~the~~ **this Personnel Policy and Procedures**, ~~he or she~~ **they** shall report the matter to their department head **in writing** within five (5) days of the date on which the event giving rise to the complaint occurred. If such department head cannot or will not adjust the matter to the satisfaction of the employee within five (5) days **of the filing of the complaint**, the complaint may be

submitted to the Library Director. The complaint shall be submitted in writing, signed by the employee, within ten (10) days of the date on which the event giving rise to the complaint occurred.

2. If the Library Director does not reply in writing to the employee within ten (10) days of receipt of the written ~~appeal~~ **complaint**, or if the employee is not satisfied with the decision of the Library Director, the employee may then appeal, in writing, to the Personnel Committee of the Library Board of Directors, with a copy to the Library Director, within fifteen (15) days of the date on which the written ~~appeal~~ **complaint**, was submitted to the Library Director. The Personnel Committee shall **convene** to hear such appeal within thirty (30) days of the filing of the appeal. The Personnel Committee shall submit its decision in writing to the Library Director and to the employee within five (5) days of the meeting.
3. If the employee is not satisfied with the decision of the Personnel Committee ~~he or she~~ **they** may within five (5) days of ~~written~~ receipt of the **written** decision **of the Personnel Committee** then appeal in writing to the Library Board of Directors with a copy to the Library Director. **The Library Board shall convene to hear such appeal within thirty (30) days of the filing of the appeal.** The Library Board shall respond in writing to the employee making the appeal within ~~thirty (30)~~ **ten (10)** working days of the date of the ~~appeal~~ **Library Board meeting**. The decision of the Library Board shall be final.

B. Time Limits:

As used herein, the term "days" shall mean days the Library is open for business. Any time limits within this complaint procedure may be extended by mutual agreement, in writing, signed by the employee and the Library Director at the then applicable step of the complaint procedure.

C. Abandonment of Complaint:

If a complaint **or appeal** is not timely submitted **by the employee** ~~to a higher step of the complaint procedure~~, **as set forth above**, it shall be deemed settled on the basis of the Library's response in the last step considered.

D. Waiver of Steps:

In the event the complaining employee is directly supervised by the Library Director, any written complaint shall be initiated at Step 2 of the procedure within ten (10) days of the date on which the event giving rise to the complaint occurred.

E. Initiation of Complaint Contesting Dismissal:

A regular non-bargaining unit supervisory employee, except an employee who is dismissed after notification from the Library Board of Directors, may initiate a

complaint appealing dismissal at Step 2 of the procedure by filing the complaint in writing with the Library Director and the Personnel Committee within ten (10) days of the effective date of the dismissal. A vote of a majority of the seated members of the Personnel Committee shall be required to uphold the dismissal.

F. Grievance Procedure for the Library Director:

A grievance by the Library Director shall be filed in writing to the Personnel Committee of the Library Board of Directors. **The Personnel Committee shall convene to hear such appeal within thirty (30) days of the filing of the appeal.** The Personnel Committee shall reply to the Library Director in writing within 10 days of ~~written~~ receipt of the complaint. The Personnel Committee will make its decision without consultation with the Library Board of Directors. If the Library Director is not satisfied with the response **of the Personnel Committee**, the Director may appeal in writing to the Library Board of Directors. ~~The Board shall respond to the grievance in writing within 30 days of the date of appeal.~~ **The Library Board shall convene to hear such appeal within thirty (30) days of the filing of the appeal. The Library Board shall respond in writing to the Library Director within ten (10) working days of the date of the Library Board meeting. The decision of the Library Board shall be final.**

XIII. RECORDS

The Library Director, or their designated representative, shall be responsible for the maintenance of all personnel records, including the original application for employment, results of all tests and examinations taken and required to demonstrate qualifications, the history of employment, current status and title, commendations, records of disciplinary actions, training, absentee records, resignation and other records which ~~he~~ **they** may deem pertinent to the employee's service. Employee medical records shall be maintained in a separate medical file. ~~Said~~ **All personnel** records shall be maintained on a current basis for each employee and shall not be disposed of during the employment of the individual and for a period of time thereafter as prescribed by the records retention schedule issued by the Connecticut State Library.

~~It is important for employees to keep their records timely because this information is used for benefit administration, continued insurance notices under COBRA, notification in case of emergency, etc. Contact the~~ **Employees shall notify the** Administrative Assistant or the Library Director if there are any changes in **the employee's:**

- Home address
- Telephone number
- Emergency contact
- Marital status, including partners in civil union
- Number of dependents

For employees represented by a collective bargaining representative, the Library will furnish the Union President or, in their absence, the Vice President, on or before July 30 of each year of the current Agreement, with a complete seniority list showing the names, titles, addresses

and most recent date of hire of all employees filling positions for which the Union is the bargaining representative.

XIV. DEPARTMENT REGULATIONS:

The Individual departments may draw up such additional rules and regulations as are deemed advisable by the department heads and which are not inconsistent with the provisions of this Personnel Policy and Procedures [or any applicable collective bargaining agreement](#). Such additional rules and regulations shall not be effective unless approved by the Library Director.

XV. COMPENSATION

A. Maintenance of salary schedules:

The Library Director shall maintain complete salary schedules for all Library positions. Each full-time position shall have a salary range with a minimum rate and a maximum rate. Adjustments to the salary schedules are subject to the approval of the Personnel Committee and Library Board of Directors.

B. Initial employment:

The entrance rate of pay for each position shall normally be paid upon appointment. The Library Director may, however, approve a salary within the range at a higher level than the entrance rate for reasons including:

1. The qualifications of the applicant are significantly above the other applicants competing; ~~or~~
2. The qualifications of the applicant are substantially above the requirements for the position; ~~or~~
3. The applicant's employment cannot be obtained at the entrance rate of pay; ~~or~~
4. There is a shortage of qualified applicants available at the entrance rate of pay.

Increments:

~~After satisfactory completion of the introductory period, employees below the maximum rate of their salary range shall be considered annually on July 1st for a regular salary increase and a step increase. Employees at the maximum rate shall be considered annually on July 1st for a regular salary increase. Such increases are subject to a good service evaluation and upon recommendation of the department head and approval of the Library Director, provided that money is included in the budget for this purpose.~~

C. Promotion:

Employees promoted or assigned to a higher position may receive an increase in pay to be determined by the Library Director. The Personnel Committee must approve an increase that exceeds the maximum of the appropriate salary range.

D. Demotion:

Demoted employees shall be paid a salary within the salary range for their new job grade. The Library Director shall determine salaries for demoted employees.

E. Temporary Reassignment:

~~When an employee is temporarily reassigned the Library Director or the Library Board of Directors may at their discretion pay the employee at a rate within the range of the temporary position for the duration of the assignment or at the current rate whichever is higher.~~ An employee who the Library Director appoints to a temporary position in a higher classification shall, commencing with the seventh work day, be paid for such work retroactive to the first day of the appointment in the grade of the temporary appointment. At the conclusion of the temporary reassignment period the employee will return to their regular position and compensation.

F. Overtime:

1. Exempt employees are not eligible for overtime pay. **Non-exempt employees must receive prior approval to work overtime from** the Library Director, or the Director's designated representative, ~~and the department head~~ **at the recommendation of a supervisor.** The ~~department head~~ **supervisor** shall indicate the reason for such overtime and the approximate amount of overtime required. ~~The Library Director shall be notified if it is impossible to comply with the above.~~ Exempt employees may request compensatory time off for overtime hours worked.
2. Overtime worked by non-exempt employees shall be compensated as follows: Hours worked up to forty (40) hours per week shall be compensated at straight time. Hours worked over forty (40) hours per week shall be compensated at one and one-half (1-1/2) times the employee's regular base hourly rate of pay.
3. In lieu of overtime pay, compensatory time off may be granted upon agreement with the employee. Compensatory time off is to be taken within a reasonable period of time as agreed upon by the employee and their supervisor and/or the Library Director.

G. Longevity Pay **On the payroll date after each July 1st:**

~~On the payroll date after each July 1st,~~ Full-time employees shall receive a longevity payment according to the following schedule as established by the Town of Bethel:

1. initial rate payable as of the July 1st following the employee's completion of ten (10) years of continuous service and each July thereafter through the fourteenth year of continuous service.
2. intermediate rate payable as of the July 1st following the employee's completion of fifteen (15) years of continuous service and each July thereafter through the nineteenth year of continuous service.
3. maximum rate payable as of the July 1st following the employee's completion of twenty (20) years of continuous service and each July thereafter.

XVI. VACATIONS:

An employee who is represented by a collective bargaining should refer to Collective Bargaining Agreement.

A. Full-time Library employees are eligible for **paid** vacation **time** as follows:

1. Each full-time employee who has completed one (1) year but less than five (5) years of employment shall receive **seventy (70) hours** ~~two (2) weeks~~ of vacation time.
2. Each full-time employee who has completed five (5) years but less than ten (10) years of employment shall receive **one hundred and five (105) hours** ~~three (3) weeks~~ vacation **time**.
3. Each full-time employee who has completed ten (10) or more years of employment shall receive **one hundred and forty (140) hours-of vacation time**. ~~three (3) weeks vacation.~~
4. ~~Newly hired department heads may be granted up to four (4) weeks of vacation after one (1) year of service, at the discretion of the Library Director and Library Board of Directors.~~
4. A newly hired Library Director may be granted up to **one hundred and forty (140) hours** ~~four (4) weeks~~ of vacation at the discretion of the Library Board of Directors.

B. **Vacation for full-time employees shall be credited for the following year on July 1, but will be earned/accrued throughout the ensuing year as follows.** ~~Vacation time for full time employees is calculated on each July 1 and is earned at the rate of .833 days per month for two (2) weeks, 1.25 days per month for three (3) weeks, and 1.66 days per month for four (4) weeks. Vacation for new full time hires is calculated as follows:~~

~~those hired between July and December earn 5 vacation days to be taken before the end of the same fiscal year in which hired. Those hired between January and June are given 10 vacation days on July 1 of the same calendar year to be used during the fiscal year which begins on July 1. No vacation time may be taken during the introductory period.~~

- Full-time employees receive seventy (70) hours per year accrue, commencing on July 1 of each year, seven (7) hours per month for each of the first ten (10) months of the year.
- Full-time employees receiving one hundred five (105) hours per year accrue, commencing on July 1 of each year, ten and one half (10.5) hours per month for each of the first ten (10) months of the year.
- Full-time employees receiving one hundred forty (140) hours per year accrue, commencing on July 1 of each year, seventeen (17) hours per month for each of the first ten (10) months of the year.
- Full-time new hires are permitted to utilize vacation time upon completion of the probationary period, but vacation time available for the first partial calendar year of employment is pro-rated. Full-time new hires earn seven (7) hours for each whole month of service prior to July 1 with total hours not to exceed seventy (70) hours.
- Vacation time shall be scheduled and taken in no less than three and one-half (3.5) hour increments.

C. Vacation time for full time employees must be taken in the fiscal year it is earned. The Library Director may under extenuating circumstances allow an employee to carry up to thirty-five hours (35) ~~five days~~ over to the next vacation period. Pay may not be granted in lieu of vacation.

D. ~~Part-time employees who have completed at least one (1) year of employment are eligible for one (1) week of vacation. The Library Director may grant two weeks vacation to part-time employees who have completed more than five (5) years of service~~ are eligible for paid vacation as follows:

- Each permanent part-time employee who has completed at least one (1) year of employment shall receive one (1) week of vacation.
- Each permanent part-time employee who has completed at least five (5) years of employment shall receive two (2) weeks of vacation.
- Each permanent part-time employee who has completed at least fifteen (15) years of employment shall receive three (3) weeks of vacation.

E. ~~A week, for part-time employees, shall be defined as the average number of hours the employee works per week during the preceding calendar year.~~ Each week for permanent part-time employees shall be defined as the average number of hours the employee worked per week during the preceding calendar year.

- F. ~~Vacation time for part-time employees is accrued during the first calendar year to be taken during the following calendar year. Vacation is prorated to January 1 following the date of hire and is calculated on each January 1 thereafter. No part-time employee may take vacation time before their one-year anniversary date of hire. Part-time employees may not carry over any vacation time to the next calendar year.~~ Vacation time for part-time employees is accrued during the first calendar year to be taken during the following calendar year. Vacation is prorated to January 1 following the date of hire and is calculated on each January 1 thereafter.
- G. No part-time employee may take vacation time before their one (1) year anniversary date of hire.
- H. Vacation time for permanent part-time employees shall be scheduled and must be used a minimum of two (2) hours taken in one-half (1/2) hour increments, or the amount of vacation time an employee has remaining for the year, whichever is less.
- I. Permanent part-time employees are not permitted to carryover vacation hours from one calendar year to the next.
- J. Employee vacation time may be used for the sick leave ~~uses purposes~~ identified in Section XVIII.
- K. Upon resignation or retirement, vacation time used but not yet earned must be paid back to the town. This will be done through payroll deduction if funds are available or shall be paid directly by the employee.
- L. It is expected that all staff in supervisory positions or positions requiring an MLS will give a minimum of 4 weeks notice ~~of resignation or retirement~~. All other staff are expected to give a minimum of 2 weeks notice ~~of resignation or retirement~~.
- M. Unused vacation credited to an employee as of the previous July 1 shall be paid to the employee upon separation or to the employee's beneficiary or estate in the event of the employee's death. No other payment in lieu of vacation is allowed.
- N. Temporary or term employees are not eligible for vacation time.

XVII. HOLIDAYS:

An employee who is represented by a collective bargaining should refer to Collective Bargaining Agreement.

- A. ~~Full-time employees shall be paid for~~ the following twelve (12) holidays ~~shall be observed by all full-time employees and shall be granted with pay:~~

Floating Holiday: (a day of the employee's choosing within the calendar year)

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
~~Good Friday~~
Thanksgiving Day
Day after Thanksgiving
Christmas Day

- B. Part-time employees shall select up to two (2) of the designated holidays they are scheduled to work that the Library is closed to take as a paid day off. ~~will observe all holidays but will be paid for only Thanksgiving and Christmas.~~
- C. Unless otherwise designated, when a holiday falls on a Saturday, the preceding Friday shall be the day off, and when a holiday falls on a Sunday, the following Monday shall be the day off.
- D. In the event the Library does not designate one or more of the days listed in A. above as a closed day, employees shall report to work and a substitute holiday shall be designated within the month of the holiday.
- E. Employees may ~~shall~~ be compensated for early closings around Christmas and New Year's Day as determined by the Library Board of Directors.

XVIII. **INCOME PROTECTION PLAN:**

An employee who is represented by a collective bargaining should refer to Collective Bargaining Agreement.

As a condition of employment, all employees are expected to report to work as regularly scheduled. It is recognized, however, that on occasion employees will be rendered physically unable to perform assigned work due to **personal injury of illness that is non-job-related (see subsection G regarding job-related sick leave) or due to family injury or illness.** ~~non job related accidents or debilitating illness.~~ Accordingly, specified ~~Library~~ employees may be granted sick leave with pay in accordance with the following provisions:

~~_____~~ **Definitions:**

1. ~~_____~~ **Eligible service worker:** Non-FLSA (Fair Labor Standards Act) exempt full time

~~and part-time employees who work in a covered occupation as defined under Connecticut Public Act 11-52 and incorporated references. Non-salaried part-time and full-time librarians are deemed eligible service workers for purposes of this Section.~~

- ~~2. **Salaried employees:** Library employees who work on a salaried basis and are exempt from the sick time use and accrual provisions found in Connecticut Public Act 11-52.~~

A. Paid Sick Leave:

1. Sick leave is accrued on a calendar year basis. All ~~salaried~~ employees and ~~eligible service workers~~ may carry over up to forty (40) hours of unused accrued sick leave from one calendar year to the next.
2. Temporary or term employees are not eligible for paid sick time.
3. **Full-time regular** employees may donate any unused sick leave to their **full-time** eligible co-workers.
4. **Part-time regular employees may donate any unused sick leave to their eligible part-time co-workers**
5. No payment will be made to employees for unused accrued sick leave time upon termination of employment.
6. Retaliation against a ~~Library~~ employee for requesting or using sick leave for which the employee is entitled is prohibited. ~~Library~~ Employees have a right to file a complaint with the Labor Commissioner for any **perceived** violations of the law.

B. Sick Leave Uses:

Sick leave is not personal leave time. The use of sick leave for any purpose other than those specifically enumerated below is prohibited. Any improper use of sick leave may subject employees to disciplinary action up to and including termination. **Sick leave must be a minimum one (1) hour and be utilized in one-half (1/2) hour increments.**

Accrued sick leave may be used for the following purposes:

1. For (A) an employee's illness, injury or health condition, (B) the medical diagnosis, care or treatment of an employee's mental or physical illness, injury or health condition, or (C) preventative medical care for an employee;

2. For (A) an employee's child's or spouse's illness, injury or health condition, (B) the medical diagnosis, care or treatment of an employee's child's or spouse's mental or physical illness, injury or health condition, or (C) preventative medical care for a child or spouse of an employee;
3. Where an employee is a victim of family violence or sexual assault (A) for medical care or psychological or other counseling for physical or psychological injury or disability, (B) to obtain services from a victim services organization, (C) to relocate due to such family violence or sexual assault, or (D) to participate in any civil or criminal proceedings related to or resulting from such family violence or sexual assault.

C. Sick Leave Full-time employees:

1. The Library will pay full-time ~~salaried employees and full-time eligible service workers~~ their normal straight time earnings for permissible use of sick leave for up to a maximum of **seventy (70) hours** ~~ten (10) working days~~ in any one calendar year. The equivalent of **seventy (70) hours sick time** ~~ten (10) leave days~~ is made available to full-time ~~salaried employees and full-time eligible service workers~~ at the beginning of the calendar year. ~~beginning January 1, 2012.~~
2. At the end of each calendar year, full-time ~~salaried employees and full-time eligible service workers~~ may carry over up to forty (40) hours of unused accrued sick leave from one calendar year to the next. ~~However~~ Full-time ~~salaried employees and full-time eligible service workers~~ may not use more than the equivalent of **seventy (70) hours of sick time** ~~ten (10) sick leave days~~ in any calendar year
3. At the end of the calendar year, ~~regular~~ full-time ~~salaried employees and full-time eligible service workers~~ may elect to convert some or all unused accrued sick leave hours to short term disability coverage up to a maximum accumulation of the equivalent of **(70) hours** ~~ten (10) days~~. ~~Converted hours may include up to forty (40) hours that the full-time salaried employees and full-time eligible service workers could have carried over to be used as paid sick leave time for the purposes outlined above in Section C.~~
4. In the event that a full-time ~~regular~~ ~~salaried employee or full-time eligible service worker~~ qualifies for short term disability benefits as outlined in Section 17F, and has exhausted their annual allotment of **(70) hours of** ~~ten (10) sick leave days~~, short term disability coverage ~~hours days~~ may be used to supplement the short-term disability benefits.

5. Full-time regular employees shall receive sick leave at the completion of the third full month of employment following the month of hire. Full-time regular employees hired between January 1 and June 30 shall receive seventy (70) hours sick time. Full-time regular employees hired after June 30 shall receive thirty-five (35) hours sick leave.
6. Full-time regular employees may use sick leave in excess of seventy (70) hours in an emergency situation with approval of the Library Director and must be used to cover the length of a shift at a time.

D. Sick Leave Part-time employees:

~~The Bethel Public Library has provided paid sick leave to part time salaried employees and part time eligible service workers for several years. Part time salaried employees and part time eligible service workers earn paid vacation time as well. Because vacation time may be used for sick leave, for the purposes outlined above in Section C, part time salaried employees and part time eligible service workers accrue paid leave at a rate that exceeds the minimum required by law which states: beginning January 1, 2012, part time eligible service workers shall accrue sick leave at a rate of one (1) hour of sick leave per 40 hours worked, up to a maximum of 40 hours accrued sick leave per calendar year. Part time salaried employees and part time eligible service workers will accrue sick leave as follows:~~

1. All part-time employees will accrue sick leave at a rate of one (1) hour of sick leave per forty (40) hours worked, up to a maximum of forty (40) hours.
2. At the end of each calendar year, up to (40) hours of unused sick leave shall be carried over into the following year.
3. Accrued sick leave for part-time employees shall not at any time exceed (40) hours.
4. Part-time regular employees may only use sick leave in excess of forty (40) hours in any calendar year in an emergency situation with approval of the Library Director and must be used to cover the length of a shift at a time.

~~As of January 1, 2012, all part time salaried employees and part time eligible service workers will earn the equivalent of one (1) week paid sick leave per calendar year. A week, for part time employees, shall be defined as the average number of hours the employee works per week during a calendar year.~~

~~For part-time salaried employees and part-time eligible service workers hired before August 1, 2011, sick leave hours for 2012 will be calculated based on the average number of hours worked in a week during calendar year 2011.~~

~~Part-time salaried employees and part-time eligible service workers hired before August 1, 2011 who have unused sick leave time accrued during fiscal year 2010-11, may carry over up to 40 hours into calendar year 2012.~~

~~Part-time salaried employees and part-time eligible service workers hired on or after August 1, 2011, shall accrue sick leave beginning January 1, 2012 at a rate of one (1) hour of sick leave per 40 hours worked, up to a maximum of 40 hours accrued sick leave per calendar year. No accrued sick leave may be used until the employee has worked a total of 680 hours from January 1, 2012, or has reached the first anniversary date of hire, whichever comes first.~~

~~Once a part-time salaried employee or part-time eligible service worker who was hired on or after August 1, 2011 reaches their first anniversary of the date of hire, the employee is eligible to use earned vacation time for permissible use of sick leave time as defined by law. At this time, the accrual rate for paid sick leave will convert to the equivalent of one (1) week paid sick leave per calendar year, based on the average number of hours the employee worked during the previous calendar year. No paid sick leave already accrued will be forfeited, up to the maximum of 40 hours of sick leave total. Paid sick leave hours will be awarded each January 1. A week, for part-time employees, shall be defined as the average number of hours the employee works per week during a calendar year.~~

~~At the end of each calendar year, part-time salaried employees and part-time eligible service workers may carry over up to 40 hours of unused accrued sick leave from one calendar year to the next. However, part-time salaried employees and part-time eligible service workers may not use more than 40 sick leave hours in any calendar year.~~

E. Notification of Absence:

1. All request for time off shall be submitted through the Library's scheduling software for approval.
2. To ensure that the Library has coverage to meet its operating needs, when an employee takes a sick day, they shall report the absence to their

immediate supervisor, or the supervisor on duty, at least one (1) hour before their starting time.

3. ~~On the first day of absence from work due to illness, the employee's supervisor must be notified no later than one (1) hour after the beginning of the scheduled work assignment. In cases where a relief employee is required such report must be made at least one (1) hour prior to the beginning of the scheduled work assignment.~~ An employee shall provide seven (7) days' notice before taking paid sick leave, if it is foreseeable, such as for doctors' appointments or medical tests. Nothing in this section shall preclude the payment of sick leave to an employee who cannot comply with provisions of this section due to extenuating circumstances.

F. Time off requests:

1. All request for time off shall be submitted through the Library's scheduling software for approval.
2. Request to cancel time off must be submitted in writing a minimum of 72 hours prior to the designated time off. The Library Director has the right to accept or reject the request.

G. Short Term Disability:

Weekly disability benefits are designed to provide weekly cash income to a regular employee who is totally disabled by a non-occupational accidental bodily injury or sickness or pregnancy and is therefore prevented from performing the duties of their occupation. Weekly benefits will be paid in the amount of sixty-six and two-thirds percent (66-2/3%) of normal weekly straight time earnings for a maximum duration of twenty-six (26) weeks provided the employee is under the care of a licensed physician and submits periodic medical reports to the Library Director. Benefits will be payable after absences of one day resulting from accidents or ten (10) working days resulting from sickness.

H. Long Term Disability:

Regular employees who, after twenty-six (26) weeks, are totally and permanently disabled and are unable to perform their own job or any other occupation or trade to which they are suited by reason of education or training, shall be eligible to receive a long term disability pension benefit which shall be equal to fifty percent (50%) of their normal weekly straight time earnings at the time of their disablement less any payments for which they are eligible from Social Security and any other insurance or pension plan to which the Library and Town have contributed.

I. Job Related Sick Leave:

Employees who are absent from work as a result of job-related injuries or illness,

and who are thereby continuously and wholly prevented from performing the duties related to their assigned job, shall continue to receive their average weekly straight time earnings less any workers' compensation payments received for a period up to twenty-six (26) weeks from the date of disablement. An employee who continues to be totally and permanently disabled thereafter shall be entitled to a weekly payment of sixty-six and two-thirds percent (66-2/3%) of their average weekly straight time earnings at the time of disablement less any payment received from social security, workers' compensation or any other insurance or pension plan to which the Library and Town contributes for the next twenty-six (26) weeks; thereafter, the employee shall receive whatever benefit **for which** the employee is eligible for under the Workers' Compensation Law.

J. Proof of Illness:

The Library Director or a department head may require reasonable documentation for authorized sick leave. In the judgment of the Library Director or the department head, proof for sick leave may include a doctor's certificate or other proof of illness from the employee's physician indicating the nature and duration of the illness, or other appropriate certification for instances of family violence or sexual assault. Reasonable documentation for authorized sick leave will not normally be needed for absences of less than three (3) days unless required by the Library Director or the department head in cases of suspected sick leave abuse or concern over the employee's readiness to return to work. For absences of three (3) days or more, reasonable documentation and readiness to return to work will normally be required. The Library may investigate any absence for which sick leave is requested.

XIX. LEAVES OF ABSENCE WITHOUT PAY:

The Library recognizes that circumstances may develop which require an employee to take an unpaid leave of absence. An employee may request an unpaid leave of absence of up to six (6) months. Such request may be granted or denied at the sole discretion of the Library Director. Unless otherwise required by law, benefits shall be continued at no cost to the employee until the first day of the second month immediately following the month in which the leave began. The employee may continue benefits thereafter by reimbursing the cost to the ~~Library and/or~~ Town by monthly payment in advance. A denial of an employee's request for a leave of absence without pay is not subject to the complaint procedures **of this Personnel Policy and Procedures.**

Prior to taking an approved unpaid leave of absence an employee must first use all accrued paid leave, which will be included as part of the total **maximum** leave of absence.

XX. GROUP INSURANCE:

An employee who is represented by a collective bargaining should refer to Collective

Bargaining Agreement.

- A. Group insurance benefits shall be offered to eligible full-time Library employees under such the same terms and conditions as may be provided by those, which apply to the majority of full-time Town of Bethel employees the Town. Such insurance benefits include, by way of example, health insurance and life insurance. As required by Connecticut law, partners in a civil union will be considered on the same basis as a married spouse for this provision.
- B. Full-time employees enrolling in such group insurance plans shall pay, by payroll deduction, such share of the premium costs as may be directed by the Town. which is equal to the premium cost sharing paid by the majority of full-time Town of Bethel employees.

XXI. RETIREMENT PLAN:

An employee who is represented by a collective bargaining should refer to Collective Bargaining Agreement.

- A. A retirement plan is provided to eligible employees of the Library pursuant to the provisions of the Town of Bethel Employee Pension Plan.
- B. Employees may also participate in payroll deduction savings plans made available by the Town.

XXII. FUNERAL LEAVE:

An employee who is represented by a collective bargaining should refer to Collective Bargaining Agreement.

All ~~full-time~~ Library employees shall be allowed up to three (3) days leave for death in the immediate family (parents, children, step-children, siblings, grandparents and grandchildren of the employee and/or the employee's spouse) and one (1) day of funeral leave for other relatives (cousin, aunt, uncle, etc.) As required by Connecticut law, partners in a civil union will be considered on the same basis as a married spouse for this provision.

XXIII. PERSONAL DAY:

Each full-time ~~Library~~ employee shall be permitted to take two (2) personal days with pay each year to attend to ~~vital business~~ **personal matters** that cannot be scheduled during time off from work. Advance approval must be obtained from the ~~department head~~ **Library Director** or his or her designee not later than seventy-two (72) hours prior to the requested day off, except in the case of an emergency, provided the employee substantiates the reason for the emergency.

XXIV. JURY DUTY:

~~Employees shall be granted leaves of absence for required jury duty. Such employees shall receive that portion of their regular salary, which will, together with their jury pay or fees,~~

~~equal their total straight time salary for the same period.~~

Employees shall be granted leaves of absence for required jury duty. Full-time employees shall receive their regular pay for the first five (5) days of jury service. Permanent part-time employees shall be paid the amount which, coupled with any pay received for such service, equals their regular pay for the first five (5) days of jury service. Whenever employees are released from jury duty with two (2) or more hours remaining in their regular workday, they shall return to work. Proof of jury service is required.

XXV. CONTINUING EDUCATION:

An employee who is represented by a collective bargaining should refer to Collective Bargaining Agreement.

- A. Improvement of Library services to users is the primary purpose of continuing education for personnel development. The Library Board of Directors and the Library administration recognize that continuing education is essential to effective performance of every job and is encouraged for all personnel. Attendance is encouraged at workshops, courses, professional meetings and conferences related to both Library services and employees' duties as a means of enhancing the Library's offerings to the community. Based upon budget limitations, minimal effect on the Library's scheduled coverage, and the inherent value of the event the following may be approved at the discretion of the Library Director:
1. Leave without pay for study leading to an academic degree.
 2. Leave with pay, unless this is a prior condition of employment, for appropriate workshops, courses, professional meetings, in-service training or conferences related to work.
 3. Partial or full expenses that may include mileage reimbursement, registration fees, meals, and other related expenses. Vouchers and/or receipts must be submitted for all reimbursements.

XXVI. PROFESSIONAL ORGANIZATION MEMBERSHIP DUES:

The Library Board of Directors considers staff membership in professional organizations a ~~personal~~ and professional responsibility. Therefore the Board will authorize payment of dues in professional organizations for the Library Director. The Library Director may approve payment of dues in the American Library Association and/or the Connecticut Library Association for other supervisory positions that require an MLS and other professional positions, depending on budget limitations.

XXVII. EMERGENCY CLOSURE OF LIBRARY BUILDING:

On any day that the Library is closed during its regular hours due to weather related or

March 26, 1994
February 25, 2002
September 23, 2002
June 26, 2006
April 28, 2008
July 27, 2009
November 28, 2011
December 9, 2013