

WORKING AGREEMENT

BETWEEN

THE CITY OF BRISTOL

AND

**BRISTOL CITY HALL EMPLOYEES
LOCAL 233 OF COUNCIL 4
AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL EMPLOYEES
AFL-CIO**



JULY 1, 2014 - JUNE 30, 2017

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PREAMBLE

This Agreement is entered into by the City of Bristol, hereinafter referred to as the City, and Local 233 of Council #4, AFSCME, hereinafter referred to as the Union. Nothing contained herein shall usurp the right of the City of Bristol to manage the working force covered by this Agreement, except as modified by this Agreement.

ARTICLE I RECOGNITION

Section 1:1

The City recognizes the Union as the representative for the sole purpose of collective bargaining for the employees of City Hall, Department of Aging Services, Fire Department, Police Department, Water Pollution Control, Water Department, (excluding Administrative Assistant to the Fire Chief, Administrative Assistant/Secretary to the Police Chief, Executive Secretary to the Mayor, Assistant to the Comptroller, Assistant Personnel Director, Personnel Analyst, Legal Secretary to Corporation Counsel) and the employees of the Library, including part-time Custodian (excluding Administrative Secretary to Library Director and Pages). Part-time Library Clerks and Part-time Public Safety Dispatchers who work less than twenty (20) hours per week are also included. However, application of this Agreement to those employees is limited and detailed in Section 23:1 herein. Also excluded from the unit are part-time employees working less than twenty (20) hours per week who are hired after ratification of this contract (except Part-time Library Clerks and Part-time Public Safety Dispatchers), and supervisors as defined by the State Board of Labor Relations. The positions included are more specifically listed on the attached Salary Schedule.

ARTICLE II UNION SECURITY

Section 2:1

It shall be a condition of employment that all employees of the City who are covered by this Agreement, and who are members in good standing of the Union on the day that said Agreement becomes effective, shall either remain members in good standing or pay to the Union a service fee equivalent to the cost of Union representation. It shall also be a condition of employment that all other present employees covered by this Agreement, and all new employees covered by this Agreement and hired on or after the effective date of said contract, shall on or before the thirtieth (30th) calendar day following such employment, or the thirtieth (30th) calendar day following said effective date, whichever occurs later, either become and remain members of the Union in good standing, or pay to the Union a service fee equivalent to the cost of Union representation.

ARTICLE III
DUES DEDUCTION

Section 3:1

The City is authorized to deduct once a week, the Union dues of members of Local 233, not to exceed the authorized monthly dues assessment. Such deductions shall be made only after said member has signed a request form furnished by the Union, authorizing the City to deduct said Union dues. The amount of dues to be deducted shall be determined by the Union by written notice to the Personnel Department with the Union being totally responsible for amount requested. Any change in the amount of dues deducted will not become effective until thirty (30) days after receipt of such written request.

ARTICLE IV
SENIORITY

Section 4:1

“City Seniority” shall mean the total length of continuous City Service.

Section 4:2

“Department Seniority” shall mean the total length of continuous department service within the bargaining unit. For the purpose of this Article, Engineering shall be treated as a separate department within the Department of Public Works; and Adult Services, Children Services and Manross Branch shall be treated as separate departments within the Library.

Section 4:3

Any temporary or emergency employee who is employed for any period beyond one hundred twenty (120) working days and the continued employment is in accordance with the provisions of this contract shall be granted seniority rights which shall begin with the original date of employment.

Section 4:4

The City shall establish a department seniority list and it shall be brought up to date on or about January 30 and June 30 of each year and delivered to the Secretary of the Union. With respect to new employees, the Union will be notified within thirty (30) days of an individual’s hire, of the employee’s name, title, department, and date of hire. The Union will also be notified within thirty (30) days of an employee’s termination.

Section 4:5

Seniority shall be lost in the event of voluntary or involuntary termination of employment. In the event of layoff, seniority shall not continue to accumulate, but in the

event an employee returns to work within the period of his/her recall rights, he/she shall be credited at the time of recall with the same seniority he had as of the date of his/her layoff.

Section 4:6

New employees shall serve a probationary period of ninety (90) working days. During this probationary period the employee can be terminated by the City if it desires. During such probationary working period the employee shall not be entitled to seniority rights but shall be subject to all other provisions of this contract, except to process a grievance for termination. During the first thirty (30) working days, the employee is ineligible to post for promotional or lateral opportunities. After the first thirty (30) working days, if a probationary employee successfully posts for another position within the bargaining unit, the initial probationary period of ninety (90) working days restarts. Upon receiving regular appointment, the employee shall be granted seniority rights which shall date retroactively to the date of initial employment.

Section 4:7

This Agreement is negotiated on the basis of the job descriptions and duties as they exist on the effective date of the Contract. In the event the job descriptions, qualifications or duties for any position in the bargaining unit are changed, or a new position is created, the City shall notify the Union prior to the implementation of such change or new position, and upon request the parties shall meet to negotiate the rate of pay for such changed or new position. No change in any job description shall have the effect of disqualifying any employee who is already an incumbent in that job classification. The Union agrees the City has the right to contract out the stripping and waxing of floors, and/or groundskeeping and landscaping, but if it exercises this right it shall remove the duties in question from the job descriptions of the affected classifications.

Section 4:8

In the event that the City reorganizes its operations so that its employees in the bargaining unit are changed from the jurisdiction of one department to the jurisdiction of another, the parties shall meet to discuss the effects of such change with respect to seniority and other conditions of employment. Unless and until such discussions result in an agreement, however, such employees shall retain whatever seniority rights they had under the previous organizational structure.

ARTICLE V
PROMOTIONS

Section 5:1

Whenever a vacancy occurs in a position covered by the bargaining unit, notice of such vacancy shall be posted on all designated department bulletin boards in locations outside of City Hall and on one designated bulletin board within City Hall, for a period of three

(3) working days. Any non-bargaining unit jobs in departments covered by Council #4, AFSCME contracts will also be posted, but the remainder of this Article shall not apply.

Section 5:1.1

Any employee may make application only by himself or through his/her department Union Steward by proxy.

Section 5:2

The City may use tests to fill vacancies. The City shall determine the content, weighting and scoring of any such tests, provided all elements of the tests are job related. The minimum passing score for each test, and for each portion of each test, shall be 70%, and the maximum score shall be 100%.

Section 5:2.1

When a job vacancy is posted, the posting shall state whether or not a test will be given to applicants, the general nature of the test (written, oral, performance, etc.), and the weighting of each portion of the test. Applicants must pass all components of the testing process in order to be considered qualified for promotion.

Section 5:2.2

All tests shall be administered by the Personnel Department or other professional testing agency designated by the Personnel Director. Whenever a panel of evaluators is used for testing, the selection of panel members must be approved by the Personnel Department. If oral tests are used, all applicants who are tested shall be asked the same questions. No personal interviews (other than oral tests as provided herein) shall be used in filling any vacancy for which tests are given.

Section 5:2.3

Applicants from within the department in which the vacancy exists who attain at least the minimum passing score shall have added to their total score one (1) point for each full year of continuous service in the department completed immediately prior to the date the job is posted, up to a maximum of five (5) points. *The applicant with the highest score shall be selected to fill the vacancy. If two (2) or more applicants receive the same score, the applicant among them with the greatest bargaining unit seniority shall be selected.

*Part-time employees working less than twenty (20) hours may only be considered for selection after all employees working at least twenty (20) hours who have achieved a minimum passing score have been offered the vacancy.

Section 5:2.4

If the City requires a test for any job vacancy during the term of this Agreement, the City shall continue to require a test for any future vacancy in that classification for the duration

of this Agreement. The City may, if it desires, also administer the test to applicants outside the bargaining unit at the same testing session. Except when filling a position of Public Safety Dispatcher, applicants from outside of the bargaining unit may only be selected after bargaining unit employees are exhausted.

Section 5:2.5

Nothing herein shall preclude the City from administering a test if necessary to determine whether an applicant possesses a skill required to meet the minimum qualifications for the job in question (such as typing at a certain level of proficiency) and grading such test on a pass-fail basis.

Section 5:3

At the expiration of the posting period, should the City not utilize the testing process, selection among qualified, eligible applicants shall be made in the following order:

Section 5:3.1

Qualified employees within the bargaining unit. If two (2) or more such employees are substantially equal in qualifications for the job, department seniority shall be the determining factor, unless none of such substantially equally qualified applicants are from within the department, in which case bargaining unit seniority shall be the determining factor.

Section 5:3.2

Employees in any other bargaining unit represented by Council #4, AFSCME. The City shall select the most qualified employee among such applicants who are qualified.

Section 5:4

After following the above procedures, the City may fill the position in any manner it desires.

Section 5:5

Under normal circumstances, the selected employee taken from the postings shall assume his/her new duties within five (5) working days after his/her selection. An employee in the probationary period wishing to return to his/her former position shall do so within ten (10) working days of assuming his/her new position but only after serving at least five (5) working days in the new position. The right to return to a former position within ten (10) working days but only after serving at least five (5) working days in the new position extends to employees who have taken a position in another bargaining unit represented by Council #4.

Section 5:6

When such employee assumes his/her new position, he shall serve a probationary period of sixty (60) working days.

Section 5:7

During any probationary period the appointee shall demonstrate and prove to the complete satisfaction of the City that his/her performance fully meets the job requirements of the vacant position to which he was appointed.

Section 5:8

Should the employee's services be deemed unsatisfactory by the City, either during or at the end of the probationary period, he/she shall revert to his/her former classification and position, together with his/her former rate of pay except that he/she shall suffer no loss of departmental seniority in his/her former position.

Section 5:9

The determination and decision as to the ability of an employee to meet job requirements shall rest with and be the sole responsibility of the City. Any employee whose ability has been determined to be unsatisfactory by the City during any probationary period other than his/her original probationary period, or any extension thereof, shall be entitled to hear and to review, with the Personnel Director and Department Head, with or without his/her Union Steward, the reasons for such unsatisfactory determination, and if still aggrieved, shall have the right to file a grievance.

Section 5:10

Any employee who applies for and is selected to fill a vacancy and who completes the probationary period for the new position may not apply for his/her old classification for one (1) year from the date of his/her selection.

Section 5:11

In that the City reserves the right to select the best qualified applicant from inside or outside of the bargaining unit, only the following sections of this Article shall apply when filling a position of Public Safety Dispatcher: 5:1, 5:1.2, 5:2, 5:2.1, 5:2.2, 5:2.4, 5:2.5, 5:7, 5:9, 5:10, and 5:11. Internal candidates will be given fair consideration.

ARTICLE VI
LAYOFFS

Section 6:1

When it becomes necessary to reduce the work force, or a job is eliminated, layoffs will be according to departmental seniority and the qualified employee, with more seniority

may bump a less senior employee in an equal or lower classification if scheduled for layoff or job elimination.

Section 6:2

When layoffs become necessary in any department, after the layoff of new probationary employees (employees having worked for the City less than ninety (90) days), employees shall be laid off in order of their department seniority, provided that the employees retained are able to satisfactorily perform such work as remains available.

Section 6:3

Any employee who is laid off shall retain recall rights in accordance with his/her seniority for a period of three (3) years from the date of his/her layoff. Recall rights shall apply to the employee's former classification or any classification in an equal or lower job code which he/she is qualified to perform. An employee shall lose all recall rights if he rejects recall to his/her former job classification or to another job in the same code, but shall not lose recall rights for refusing recall to a lower job code, and shall not lose recall rights to his/her original job by accepting recall to any other job. An employee also shall not lose recall rights for refusing recall because of temporary verified physical incapacity. This section only applies to those employees who have successfully completed their probationary period as described in Section 4:6.

Section 6:4

For purposes of this Article, Union Officers and Stewards shall have top seniority, and shall not be affected by any layoff in their department provided they are qualified to perform one of the remaining jobs in their department, or in the case of a Union Officer, one of the remaining jobs in the bargaining unit.

Section 6:5

When practical, the City shall give two (2) weeks notice of layoff to the Union and the affected employee.

ARTICLE VII
GRIEVANCE PROCEDURE

Section 7:1

The following represents the Grievance Procedure which will be utilized consistent with all steps of the procedure that may be needed to conclude any alleged grievance as it pertains to this contract. A grievance for purposes of this procedure shall be considered to be an employee(s) or Union complaint concerned with a discharge, suspension, or other disciplinary action; a charge of favoritism or discrimination; misinterpretation, misapplication or violation of matters relating to the Articles and Sections in this Agreement, and/or City Work Rules. The only grievances that will be recognized are those that are initiated within ten (10) working days of the alleged infraction. It is

understood that either the employee, the Union or the City can represent themselves, and/or have representation of their choice.

Section 7:1.1

Step One -- The aggrieved shall orally discuss the alleged grievance with his/her responsible supervisor. Such oral grievance shall be orally settled within two (2) working days or it shall be reduced to writing by the aggrieved.

Section 7:1.2

Step Two -- The aggrieved must submit the written grievance to the Department Head within five (5) working days of the first step answer if it is not satisfactorily settled at the first step. The grievance must be answered in writing within five (5) working days of receipt of the grievance.

Section 7:1.3

Step Three -- Should the grievance not be settled satisfactorily at step two, it shall be submitted to the Mayor or his/her designee within five (5) working days of step two answer. A meeting shall be scheduled within ten (10) working days of receipt of request and the Mayor or his/her designee shall answer the grievance in writing within ten (10) days of the meeting. The Personnel Director shall be the Mayor's designee for the purposes of answering grievances in this bargaining unit.

Section 7:1.4

Step Four -- Should the grievance not be settled to the satisfaction of either party, it shall be submitted to the Connecticut State Board of Mediation and Arbitration for resolution in accordance with its rules and procedures, or in cases of termination, the matter may be submitted to the American Arbitration Association at the City's discretion. If the City elects to submit the matter to A.A.A., the City will pay the cost of the Arbitrator. Such submission must take place within twenty (20) working days of the third step answer, or such answer shall be deemed final. A copy of such submission to arbitration shall be sent to the Personnel Director, provided timeliness shall be determined only by the date of submission to the Board. Nothing herein shall prevent either side from withdrawing its petition to arbitration providing both sides agree the issue has been resolved, in which case this issue cannot be resubmitted.

Section 7:2

Reasonable extension of time at the second, third, or fourth step of the grievance procedure shall be granted upon request for either the City or the Union, provided that such request is made within the time limit of the step. Failure of the City to respond in writing at any step of the grievance procedure within the appropriate time limit shall be considered a denial of the grievance and entitle the union to move to the next step of the grievance procedure.

ARTICLE VIII
STANDARD DISCIPLINARY PROCEDURE

Section 8:1

No employee shall be discharged, suspended, or issued an oral or written warning without just cause. Any employee who has been discharged shall, if he/she so requests, be granted an interview with his/her Union Representative before he/she is required to leave the premises.

Section 8:2

An occasional or not serious infraction warrants no more formal action than an oral warning. Before any formal action, as a result of repeated infractions, an oral warning must be made to acquaint the employee with the problem, either with or without the presence of a Steward.

Section 8:3

A continuance of infractions or one serious infraction warrants this first official action; namely, notify the employee in the presence of a Union Steward that he/she will receive a written warning stating the time, date, and nature of the violation. A copy will be distributed to the employee, Union, Personnel Director, and Department file.

Section 8:4

Another repeat of an infraction or a more serious infraction warrants a minimum of three (3) days suspension without pay up to fifteen (15) days suspension without pay. This shall be the maximum period, but may be lessened if, in the opinion of the Department Head, it is justified.

Section 8:5

Further repetition of infractions or one very serious infraction warrants the third and final action; namely, outright dismissal from the employ of the City with the resulting loss of all rights. Any serious offense warrants immediate dismissal. Because of the seriousness of the consequences, all Department Heads are cautioned to use discretion and maximum powers of reasoning in such cases, however, the final decision rests with the City. An employee need not have to be processed through all the disciplinary steps for each different violation. If he/she is part way along in the procedure for one type of violation and another type of violation occurs which warrants disciplinary action, it shall occur as the next step. Depending on the relative seriousness of any offense, disciplinary action may begin at any step in the procedure.

Section 8:6

All oral warnings shall be stricken from the records and an employee's slate wiped clean if there is no violation for a period of six (6) months from the last entry. All written

warnings shall be stricken from the records and an employee's slate wiped clean if there is no violation for a period of one (1) year from the last entry. After a suspension period, an employee's record will be cleared if there is no further violation for a period of two (2) years from the date of the last suspension. However, evidence of written warnings or suspensions may be used to rebut an employee's claims about his/her disciplinary history.

ARTICLE IX
HOLIDAYS

Section 9:1

The City shall provide the following paid holidays for its employees:

New Year's Day	Independence Day	Day after Thanksgiving
Martin Luther King Day	Labor Day	½ Day December 24
Presidents' Day	Columbus Day	Christmas Day
Good Friday	Veteran's Day	½ Day December 31
Memorial Day	Thanksgiving Day	

Section 9:2

In the event any said holiday mentioned above falls on a Saturday, said holiday shall be observed on the preceding Friday. In the event the holiday falls on Sunday, it shall be observed on the following day.

Section 9:3

Double time shall be paid for all work performed on holidays, plus holiday pay.

Section 9:4

To qualify for holiday payment an employee shall have worked seven (7) hours the previous working day, and seven (7) hours the first working day following the holiday. Paid sick leave time shall be credited as a day worked.

Section 9:5

If any of the above holidays occur during paid sick leave, the employee shall receive his/her regular day's pay for the holiday without the day being charged against his/her sick leave.

Section 9:6

For Library employees, the first sentence of 9:2 above shall not apply. Should a holiday fall on a Library employee's regularly scheduled day off, said employee shall be credited with a compensatory day that must be taken within a sixty (60) day period following the holiday.

ARTICLE X **VACATIONS**

Section 10:1

Employees who have from three (3) to six (6) months of continuous employment as of June 30th, of any year, shall receive one (1) week vacation with pay at their regular rate.

Section 10:2

Employees who have been continuously employed over six (6) months as of June 30th, of any year, shall receive two (2) weeks vacation with pay at their regular rate.

Section 10:3

Employees who have been continuously employed for six (6) years as of June 30th, of any year, shall receive three (3) weeks vacation with pay at their regular rate.

Section 10:4

Employees who have been continuously employed for eleven (11) years as of June 30th, of any year, shall receive four (4) weeks vacation with pay at their regular rate.

Section 10:5

If a paid holiday should occur during any employee's paid vacation he/she shall be entitled to one (1) extra vacation day with pay, which shall be taken as an extension of the vacation unless the employee notifies the Department Head otherwise prior to such scheduled vacation.

Section 10:6

The Department Head shall determine and schedule the vacation period for each employee eligible for vacation. Consideration shall be given, where possible, to the preference of the employee as to the time of his/her vacation according to seniority.

Section 10:7

An employee may carry over vacation credits that he/she earns in a given year into the next fiscal year. Such carry over must be used or forfeited by the next June 30th.

Section 10:7.1

Employees with four (4) weeks vacation can request compensation of one (1) week of said vacation in lieu of time off should the Department Head feel the employee can be used at employment.

Section 10:8

Service with other departments of the City shall be counted in computing vacation eligibility, but employment must be continuous in all cases.

Section 10:9

The term vacation shall be defined as a period of time not in excess of four (4) regular work weeks in any one budget year which full pay is granted. It shall be in no manner construed as payment in lieu of regular work.

Section 10:10

An employee who retires or voluntarily resigns (with at least one (1) year of service) before his/her vacation period in any year shall be eligible for a vacation pay-out on a pro-rated basis provided that he/she has provided at least four (4) weeks advance written notice in the case of retirement or two (2) weeks advance written notice for a voluntary resignation. If an employee dies, pro-rated vacation and unused vacation time shall be paid to an employee's estate at the employee's regular rate as death benefits. An employee who retires, resigns, is laid off or is discharged shall be paid their balance of unused vacation time.

Section 10:11

The normal vacation period shall be from July 1 to June 30 of each year.

ARTICLE XI
SICK LEAVE

Section 11:1

Sick leave shall be considered to be an absence from duty with pay for illness or injury as covered in this Article, except when directly traceable to employment by an employer other than the City of Bristol.

Section 11:2

Eligibility for sick leave payments shall be computed from the date an employee is appointed a regular employee. Employees shall call in on or before their assigned starting time or they shall not receive sick leave credit for said day, unless the reason for tardy

notification is deemed satisfactory by the Department Head. The accumulation and payment of sick leave shall be made as covered in this Article.

Section 11:3

An employee who has been on the payroll for less than six (6) months shall receive no sick leave, but upon completion of six (6) months continuous service shall receive five (5) working days sick leave credit.

Section 11:4

An employee who has been on the payroll continuously for one (1) year shall receive seven (7) additional working days sick leave credit on the anniversary date of his/her employment.

Section 11:5

An employee who has been on the payroll continuously for two (2) years but less than five (5) years shall receive twelve (12) working days sick leave credit on the anniversary date of his/her employment, subject to the provisions of 11:8.

Section 11:6

An employee who has been on the payroll continuously for five (5) years or more shall receive eighteen (18) working days sick leave credit each year on the anniversary date of his/her employment, subject to the provisions of 11:8.

Section 11:7

Unused sick days shall continue to accumulate until such time as two hundred (200) working days are achieved which shall be the maximum credits allowable for any employee. For employees hired after September 8, 2010, unused sick days shall continue to accumulate until such time as one hundred seventy-five (175) working days are achieved which shall be the maximum credits allowable for such employees.

Section 11:8

Sick leave benefits shall commence with the second (2nd) consecutive sick day of each sick absence starting with the fourth (4th) individual illness in the employee's anniversary year. For the purposes of this Section, the second (2nd) consecutive sick day of a sick absence shall not commence until after the employee has been absent for the number of work hours in the employee's normal work day.

Section 11:9

After the expiration of sick leave days and voluntary use of vacation time (including donated time as applicable), employees will receive Short Term Disability benefits under

the terms of the approved policy for thirteen (13) weeks at sixty percent (60%) of the weekly rate of basic earnings capped with a weekly maximum of \$250.

Section 11:10

A medical certificate shall be required and reason for an absence consisting of more than three (3) consecutive working days at the employee's expense. Should a medical certificate be required by the City for absence of three (3) consecutive days or less, it shall be paid for by the City.

Section 11:11

If an employee is approved for return to work without a physician's certificate, he shall return to work immediately, if scheduled. Should an employee require a physician's approval, he/she shall not return to work until a medical certificate is given by said physician as to the reason for absence and it is received by the responsible Department Head or Supervisor in charge. If an employee returns to work with a physician's certificate which includes any restrictions or limitations on the full performance of all regular duties, he/she shall be assigned to light duty work only if available; the City is not required to create such work.

Section 11:11.1

A status statement, once per month, from the employee's doctor shall set forth the approximate time the employee's absence is expected to continue.

Section 11:12

It shall be the right of the City through any Department Head and/or Director of Personnel to indicate existing abuses of sick leave. In such case the Department Head and/or Director of Personnel shall produce records and proof of sick leave abuse to the employee involved and inform the employee the manner in which the abuse is to be handled. This action can be subject to the grievance procedure as outlined.

Section 11:13

Upon retirement or death of an employee, forty-five percent (45%) of all unused sick leave shall be paid to the employee, or next of kin, whichever is applicable.

ARTICLE XII
LEAVE WITH PAY AND SPECIAL LEAVE

Section 12:1

Each employee is entitled to two (2) personal leave days with pay per year (July 1 through June 30) which must be requested of and granted by the Department Head. Any personal leave time not used by June 30 of each year is forfeited. Employees hired on or after May 1st of any year shall not be entitled to personal leave until July 1 of the next fiscal year.

Section 12:2

A leave of absence without pay for good cause may be granted not to exceed one (1) year. A request for leave of absence must be made in writing by the employee with the explanation of reasons therefore and showing dates from and to on the request and presented to the Department Head. If approved, the Department Head will so indicate by signing the employee's request. The request for leave shall be then sent for final approval to the Director of Personnel. It is understood that leaves of absence will not be granted to specifically pursue other full-time paid employment.

Section 12:3

A properly authorized leave of absence shall have no affect on the employee's length of service, or any other benefit based on length of service, except that no additional leave time or other benefits shall continue to accrue after thirty (30) days of such leave. Any employee who wishes to retain group insurance coverage after thirty (30) days of such leave must do so at his/her own expense. Upon the return to work of the employee, the Department Head shall notify the Personnel Department giving all necessary information to effectuate the employee's return to work.

Section 12:4

The City will grant three (3) regular working days, with pay, in case of death in the immediate family for bereavement. For the purposes of this Section, the immediate family is defined as spouse, child, step-child, parent, step-parent, brother, sister, mother-in-law, father-in-law, grandchildren or any member of the household. Time taken must be in conjunction with the date of the funeral or memorial service.

Section 12:5

The City will grant one (1) day's pay on the day of the funeral, should said funeral fall on a regular work day, for the grandparents, aunts, uncles, niece, nephew, brother-in-law, sister-in-law of the employee and the employee's spouse. The City may request proof of attendance if they desire.

Section 12:6

Employees in the Library Department may be given up to seventy-five (75) hours per fiscal year to further their library education after one (1) year of employment upon granted permission by the Library Director and Personnel Director. It is understood that such educational leave shall be certified library course study, and will be in addition to other paid leave.

ARTICLE XIII
MILITARY LEAVE

Section 13:1

An employee departing for military service shall, upon written request, receive any vacation time accrued to his/her credit and such employee's seniority rights shall not be impaired during his/her period of military duty. Upon such employee's return from military service, the City shall provide a reasonable amount of time to take any remaining accrued vacation time if not already provided for by Article X.

Section 13:2

An employee who reports to the City within ninety (90) days after his/her honorable release from military service shall be immediately returned to the position he/she held formerly, or to one of like rank and compensation at the time of his/her return, provided such position still exists.

Section 13:3

Military leave for members actively participating in military reserve activities, including the National Guard, shall be granted an amount specified by Connecticut Statute. Pay for these weeks shall be the difference between their current military pay for that training period and their normal straight-time City pay, if any. Proof of the above must be furnished.

Section 13:4

It is understood that any employee working elsewhere prior to claiming his/her pre-service position, can be denied reemployment. Re-employment rights generally apply for cumulative length of military service which does not exceed five (5) years as outlined by USERRA regulations.

ARTICLE XIV
JURY DUTY

Section 14:1

The City shall deduct from an employee's regular straight time pay the amount of any payment received by the employee for demanded service on any State or Federal Jury. Employees serving on said juries must file proof of jury duty tenure and all necessary monetary statements to the Department Head.

ARTICLE XV
PERFECT ATTENDANCE DAYS

Section 15:1

Perfect attendance time shall be granted for perfect attendance under the following conditions:

Section 15:1.1

Each calendar quarter of perfect attendance shall earn any employee one (1) day vacation to be taken within one year (12 months) from the time earned. The calendar quarters shall begin January 1, April 1, July 1, and October 1, of each year.

Section 15:1.2

Any employee who has four (4) consecutive quarters of perfect attendance shall receive two (2) additional days earned vacation to be taken within one year (12 months) from the time earned.

Section 15:1.3

Any amount of lost time in a given quarter shall constitute a break in continuity of perfect attendance unless it is allowable time off as covered in 15:1.4.

Section 15:1.4

The following leave time shall be considered earned toward perfect attendance:

- a. Earned Vacation
- b. Perfect Attendance Days
- c. Funeral Leave and Bereavement Leave
- d. Personal Leave with pay as stated in Section 12:1
- e. Workers' Compensation Leave

ARTICLE XVI
UNION BUSINESS LEAVE

Section 16:1

A total of twenty-five (25) man hours per week without loss of pay shall be allowed Stewards and other Union Officials for the purpose of investigating grievances, writing grievances, and any other business relating to the grievance procedure not involving mutually scheduled meetings with City Officials. Meetings at any formal step of the grievance procedure which are mutually scheduled by the Union and the City, and meetings scheduled by the State Board of Mediation and Arbitration or the State Board of Labor Relations shall not count against the twenty-five (25) hour total. In first step grievance meetings held during regular working hours, the Union Grievance Committee

shall consist of not more than one (1) Union Official and the grievant and second, third and fourth step meetings shall include not more than two (2) Union Officials and the grievant. In the event of unusual circumstances, the Union may request to the Personnel Director to have three (3) Union officials at Step 4 meetings. If more time is needed by the President of the Union, the Director of Personnel may grant him, upon request, sufficient time to carry out the provisions of this Agreement. Any Union Official availing himself of this privilege must first clear with his/her Department Head or immediate supervisor before leaving the job, explaining general reason, approximate length of time and destination of grievance site, and must sign out and sign in upon departure and return. Whenever necessary and mutually agreeable, the Negotiating Committee of the Union shall meet with Officials of the City on contract procedures or other matters of mutual concern during regular working hours without loss of pay, however, the City shall not pay wages for more than six (6) members of this Committee.

Section 16:2

Time off with pay up to a maximum of one hundred sixty (160) hours, per contract year, accumulatively, shall be allowed all accredited delegates to the State Labor Convention and the National Labor Convention. Names of delegates must be submitted to the Department Head in writing, with a copy to the Personnel Director.

ARTICLE XVII NO STRIKE, NO LOCKOUT

Section 17:1

The Union agrees that during the length of this Agreement, it will not call nor support any work stoppage, slowdown, or strike in any of the services of the City. The City agrees that there shall be no lockout of employees during the life of this contract.

Section 17:2

The City will not require employees, as a condition of continued employment, to cross any picket line established on, in front of, or at the premises of any private employer. However, in the event of a refusal to cross such a picket line, the City may accomplish the necessary work by any other means at its disposal, including the use of supervisors.

ARTICLE XVIII HOURS OF WORK

Section 18:1.1

The hours of work for Clerical Workers and Engineering Department Technicians shall be 8:30 a.m. to 5:00 p.m., with one (1) hour off for lunch. The City may adjust such hours of work to meet operational requirements in Tax Office, Assessor's Office, Information Systems, Comptroller's Office, City Clerk's Office, Police Department Records Division, Public Works Department and Personnel Department, provided such

schedule shall include seven and one-half (7½) hours of work plus a one (1) hour lunch period and shall not begin earlier than 7:30 a.m. nor end later than 5:30 p.m. The City and the Union may mutually agree in writing to change work schedules in other operations as needed.

Section 18:1.2

The hours of work for employees of the Building Department, Excavation Inspector, Environmental Protection Technician and Engineering Highway Inspector shall be 8:00 a.m. to 4:30 p.m., Monday through Friday. Construction Inspectors shall work contractor's hours.

Section 18:1.3

The hours of work for the Survey Crew shall be 7:00 a.m. to 3:00 p.m., Monday through Friday, with a half hour lunch period, on the job.

Section 18:1.4

Second and third shifts may be established by the City subject to Article XIX, Section 19:6. Such shifts shall consist of seven and one-half (7½) hours per day, Monday through Friday, with the second shift beginning not later than 5:00 p.m.

Section 18:1.5

When the hours of work for a second or third shift have been established and have remained in effect for at least three (3) months, they shall not thereafter be changed without written agreement between the City and Union.

Section 18:1.6

All newly created second and third shift positions, and all subsequent vacancies in such positions, shall be posted and filled in accordance with Article V. If the posting procedure fails to fill all second and third shift positions, the City may transfer employees to the same classification on a different shift, provided the employee in the needed classification who has the least departmental seniority shall be transferred first.

Section 18:2

The hours of work for maintenance and/or custodial personnel shall not be later than 7:30 a.m. and such shift shall consist of seven and one-half (7½) hours with a thirty (30) minute lunch period. During such lunch period, employees may leave their buildings, provided such lunch periods shall be scheduled so as to provide continuous coverage for the buildings. It is understood that not more than one (1) employee per shift shall be scheduled Sunday through Thursday. When an employee's regular schedule is Sunday through Thursday, time worked on Sunday is paid at straight time.

Section 18:2.1

Second and third shifts may be established by the City subject to Article XIX, Section 19:6. Such shifts shall consist of seven and one-half (7½) hours per day, Monday through Friday, with the second shift beginning no later than 5:00 p.m. Such shifts shall include a thirty (30) minute lunch period, during which employees shall be permitted to leave their work site. It is understood that not more than one (1) employee per shift shall be scheduled Tuesday through Saturday.

Section 18:2.2

Maintenance and/or custodial personnel may be utilized in any building under the jurisdiction of Local 233.

Section 18:3

Time and one-half shall be paid for all hours worked after eight hours (8) in one (1) day or forty (40) hours in one (1) week. All time worked on Saturday shall be paid at time and one-half, except in the Library Department, and all Sunday work shall be paid at double time, in all departments. However, custodial and/or maintenance staff whose regular schedule includes Saturday and/or Sunday shall be paid time and one-half only after their regularly scheduled workday and/or workweek. Any employee who is absent from duty on paid or unpaid sick leave, on his/her regularly scheduled work day shall not be considered available for overtime or emergency work, and shall be so recorded, until he/she returns to duty. This section shall not apply to Public Safety Dispatchers.

Section 18:4

Any employee in the bargaining unit called back to work outside his/her basic work schedule shall be paid at the rate of time and one-half his/her normal rate for at least a minimum of four (4) hours. Minimum call back time shall not include Board Meetings.

Section 18:5

When overtime becomes necessary, the City shall divide the work among the employees in a given classification within each department for the purpose of equalizing overtime work. At no time shall the overtime go outside the classification and department until all employees in such classification and department have been asked to work. The City will make a good faith effort in filling overtime assignments. However, in the event that an error is made in scheduling of an overtime assignment, such employee shall be made whole by being offered the next available overtime opportunity.

Section 18:6

In the Library Department, in lieu of the provisions of 18:1 and 18:2 above, the following provisions shall apply:

Section 18:6.1

The hours of work for all Library personnel shall be thirty-seven and one-half (37½) hours per week and employees shall be scheduled in accordance with 18:2 between the following hours:

Monday through Friday	8:30 a.m. - 9:00 p.m.
Saturday	8:30 a.m. - 6:00 p.m.

Notwithstanding the above and Section 18:6.2, employees may be periodically scheduled beginning at 7:30 a.m. Monday through Friday for the purpose of meeting operational needs of the Library as determined at the sole discretion of the Library Director. Any such schedule adjustments shall be temporary in nature, permitted for business reasons only and shall not constitute any fixed practice with respect to scheduling. The City reserves the unilateral right to terminate the preceding scheduling option at any time.

Section 18:6.2

The normal scheduled work week for full-time employees in the schedule of open hours shall be three (3) days starting at the beginning of the opening hours of the department for a full shift and two (2) days that start during the course of the opening hours of the department for a full shift which shall end at the closing hours of the Library, understanding that such hours do not total more than thirty-seven and one-half (37½) hours per week and employees working in the afternoon shift shall be paid for lunch time of no longer than thirty (30) minutes and they shall remain on the premises and on-call. It is understood that employees scheduled over eight (8) hours per shift shall receive time and one-half for all hours worked over eight (8) hours in any one (1) day.

Section 18:6.3

The hours of work for employees of the maintenance and/or custodial force shall be thirty-seven and one-half (37½) hours, seven and one-half (7½) hours per day, with a thirty (30) minute lunch period during which the employee shall be permitted to leave their work site. The workweek shall consist of five (5) days per week, Monday through Saturday. It is understood that no more than one (1) employee shall be scheduled Tuesday through Saturday at the Main Library, as well as any branch, or alternatively may be scheduled for seven (7) hours Monday through Friday plus two and one-half (2½) hours on Saturday. It is also understood that employees will be paid overtime only after their regular scheduled work day and/or work week.

Section 18:7

There shall be no pyramiding of overtime; however, an employee shall be entitled to the highest rate of pay permitted under any applicable section of this Article.

Section 18:8

The parties recognize their mutual interest in assuring that qualified employees shall first be offered any overtime work and be available to accept such overtime assignment within

any reasonable length of time. In any event in case of an emergency, the City reserves the right to fulfill its responsibility to the public but only after it has given full recognition to priorities set in this Article and such priorities have failed to provide available manpower as may be dictated by the emergency.

ARTICLE XIX **WAGES**

Section 19:1

Wage and salary payments shall be in accordance with the schedules attached hereto which shall reflect the following:

Effective and retro-active to July 1, 2014, the salaries at all classifications and steps on the salary schedule shall be increased by one and nine-tenths percent (1.9%).

Effective July 1, 2015, the salaries at all classifications and steps on the 2014-2015 salary schedule shall be increased by \$275. Effective July 1, 2015, following application of the aforementioned \$275, each step on the 2014-2015 salary schedule shall be increased by one and nine-tenths percent (1.9%).

Section 19:2

On promotion, an employee will be paid at the lowest step of his/her new position which is greater than the pay for the step he/she had attained in his/her previous position, and he/she shall start accumulating time toward step advancement in his new job as of the date of his/her promotion.

Section 19:3

If an employee accepts a position in a different classification in the same code, he/she shall be paid at the same step he/she had attained in his previous classification, and time served at such step in his/her previous classification shall count toward step advancement in his/her new classification.

Section 19:4

Whenever a Department Head or Foreman requests an employee to perform work temporarily in a classification higher than his/her own, the Department Head may insist that the employee be given a four (4) hour period at his/her regular rate of pay in which to qualify for the higher classification. If the employee is continued in the higher classification, he/she shall be compensated based on the rate of pay for such higher classification, at the same step the employee has attained in his/her regular classification. It shall not be necessary for any employee to qualify more than once for temporary assignment to the same higher classification. Should a temporary opening occur within a department prior to the start of a shift, the senior qualified employee available shall be

given the first opportunity to fill said opening. Should the temporary opening not be filled by seniority, the least senior qualified employee available shall assume said opening. Should a temporary opening occur after the start of a scheduled shift, said opening shall be filled at the discretion of the supervisor.

Section 19:4.1

Employees assigned to temporarily assume the full duties, as determined by the City, of a non-bargaining or BPSA position, shall be paid a fifteen percent (15%) pay differential beginning with the eleventh (11th) consecutive day of the assignment. If such employee has worked more than thirty (30) consecutive working days in such assignment, such differential shall retroactively be applied beginning with the sixth (6th) consecutive day (rather than the eleventh (11th) day). Such differential shall apply only to time worked. This section does not apply to an employee assigned to act as the Building Official.

Section 19:4.2

An employee assigned to act as the Building Official shall be selected, at the discretion of the Building Official or the Mayor, from among all of the Building, Electrical and Mechanical Inspectors, and shall be paid a fifteen percent (15%) pay differential beginning with the sixth consecutive day of the assignment. Such differential shall apply only to time worked.

Section 19:5

Employees moving to a lower code, in accordance with the posting procedure, shall retain the same comparable wage schedule position in the lower code as they had in the higher code.

Section 19:6

Current employees assigned, on or prior to September 8, 2010, to second or third shift, defined as any shift beginning at or after 2:00 p.m. or before 7:00 a.m., will continue to be paid a twelve percent (12%) shift differential. Any employee assigned to second or third shift after September 8, 2010, (such shift defined as any shift beginning at or after 2:00 p.m. or before 6:00 a.m.), will be paid a six percent (6%) shift differential. Shift differential shall be included in computing pay for any day on which no work is performed but pay is received.

Section 19:7

All members of the bargaining unit shall receive weekly paychecks. Employees working the second or third shifts may obtain their paychecks during the last hour of business in the Comptrollers Office on the day before payday, provided they are ready.

ARTICLE XX
INSURANCE AND PENSION

Section 20:1

The City of Bristol shall pay for eligible employees and enrolled dependents, including dependent children to age 25 (currently age 26 subject to Federal Affordable Health Care Act remaining in effect), the full cost of the medical insurance plan, and prescription plan subject to employee cost share; the summary of the medical plan is set forth in Appendix B or C, attached hereto. Appendix B and C are for reference purposes only, with the Summary Plan Description on file in the City Comptroller's Office.

Section 20:1.1

Effective and retro-active to July 1, 201⁴, employees shall pay nine and one-half (9.5%) percent of the cost (fully insured equivalent rate) of medical, prescription and dental insurances for themselves and eligible dependents through a Section 125 pretax salary deduction plan in accordance with the Internal Revenue Code. Effective July 1, 2015, employee cost share shall increase to eleven (11%) percent, except that an employee's cost share shall be reduced by one and one-half (1.5%) percent if during the preceding fiscal year the employee and the employee's enrolled spouse participated in each of the following wellness components: 1) biometric screening; 2) health risk assessment; 3) age appropriate preventive screenings to include annual exam; 4) participation in disease management program for those with diabetes (Type 1 and 2), asthma or COPD, heart disease/heart failure, hyperlipidemia (high cholesterol) or hypertension. This section shall also apply during any period of unpaid leave, except where required to pay the full cost as described in Section 12:3.

Section 20:2

Subject to 20:1.1, the City shall provide members of the bargaining unit and enrolled dependents, including dependent children to age 25, the Blue Cross Co-Pay Dental Plan which shall include the following:

Section 20:2.1

Riders A, B, C, and D; and

Section 20:2.2

Dependent Child Rider.

Section 20:3

Effective February 1, 1997, for employees who retire with the combination of age and years of service which entitles them to full retirement benefits, the City will pay the full cost of the health insurance coverage cited in Section 20:1, hereinabove, for the retiree and spouse for the first ten (10) years after the date of retirement, subject to the conditions set forth in Section 20:3.2, 20:3.4 and 20:3.5 below.

Section 20:3.1

Effective for all new employees hired after September 8, 2010 who retire with the combination of age and years of service which entitles them to full retirement benefits, the City will pay the full cost of the health insurance coverage cited in section 20:1, hereinabove, for the retiree and spouse for the first five (5) years after the date of retirement, subject to the conditions set forth in Section 20:3.3, 20:3.4 and 20:3.5 below.

Section 20:3.2

Effective July 1, 1988, any retiree who wishes to enroll additional dependents and any retiree (or spouse or dependent of a deceased retiree) who wishes to remain enrolled beyond ten (10) years following the date of retirement, may do so at their own expense, at group rates, carrier permitting.

Section 20:3.3

For all new employees hired after September 8, 2010, any retiree who wishes to enroll additional dependents and any retiree (or spouse or dependent of a deceased retiree) who wishes to remain enrolled beyond five (5) years following the date of retirement, may do so at their own expense, at group rates, carrier permitting.

Section 20:3.4

The City shall not be obligated to provide coverage for any retiree or spouse who is eligible for comparable health insurance coverage through another employer; provided that if an employee or spouse is eligible for lesser coverage, or comparable coverage at less than full payment, the City may elect to provide appropriate supplementary coverage or may reimburse the employee's payment in lieu of the above coverage.

Section 20:3.5

The City's plan shall be supplemental to Medicare for any retiree (and spouse) age sixty-five (65) or older who is eligible for and enrolled in Medicare Parts A & B.

Section 20:4

Present, or similar replacement benefits of equal value, enjoyed by bargaining unit employees, shall be considered part of this Agreement.

Section 20:5

At any time should alternate health insurance become available through the State of Connecticut, MEHIP, or a similar pooling concept which would provide comparable coverage in terms of level of benefits, numbers of providers, level of administration, and at a lower premium cost to the City and to the employee, then the City may request to meet and negotiate possible inclusion into such plan or plans for the bargaining unit.

Section 20:6

The City shall provide and pay for each employee a Term Life Insurance Policy in the amount of \$30,000.

Section 20:7

Any City employee who shall suffer personal injury in the performance of his/her duty and who shall be eligible for payments under the Workers' Compensation Act shall be paid by the City of Bristol, the monetary difference between said City employee's weekly straight time pay (after deducting Social Security and withholding taxes) and the benefits payable to him/her under the Workers' Compensation Act. Said monetary difference shall be no greater than is paid to the injured employee at the inception of the injury, and shall not be paid for an accumulative total of more than two hundred sixty (260) working days of absence due to a particular injury, including recurrences of that injury.

Section 20:7.1

The Union accepts the City's Return to Duty Program and Preferred provider network for all workers compensation injuries/illnesses.

Section 20:8

The existing City Pension Plan will remain in effect (unless changes are required by applicable law). The Normal Retirement Benefits formula for a pension for life shall be two and four tenths percent (2.40%) of "Average Annual Pay" multiplied by the number of completed years of service. Effective September 8, 2010, for pension purposes employees shall contribute six percent (6%) of all pay on a pre-tax basis in accordance with IRS Code Section 414(h)(2). Effective upon the City's creation of a retiree health account in the pension trust as soon as is practical, one and one-half percent (1.5%) of the employee's contribution shall be applied to such retiree health account. In the event that the City's pension actuary annual report recommends that any General City department make contributions to the pension fund, future contributions of the 1.5% employee contribution to the retiree health account shall immediately be directed into the pension fund. Subsequent recommendations of the City's pension actuary annual report that no General City department make contributions to the pension fund shall cause the reapplication of future contributions of one and one-half percent (1.5%) employee contribution to the retiree health account. Such prerogative as may be exercised by the City to make such assignments and determinations of contributions shall not be subject to the grievance or arbitration procedure. The terms of the pension plan shall not be subject to renegotiation for the duration of this agreement. Employee contributions towards the retiree health account shall be irrevocable and non-refundable.

ARTICLE XXI
CONTRACT WORK

Section 21:1

Work regularly performed by employees covered by this Agreement will not be contracted out if it would result in loss of continuity of employment or opportunities for permanent promotions to job classifications covered by this Agreement.

ARTICLE XXII
NO DISCRIMINATION

Section 22:1

Both parties agree to continue their policies of not discriminating against any employee on the basis of race, color, religion, age, sex, national origin, marital status, residency, sexual orientation, gender identity, gender expression or physical disability which is unrelated to the ability of the employee to perform a particular job. As used in this Agreement, masculine or feminine pronouns shall include reference to either sex.

ARTICLE XXIII
MISCELLANEOUS

Section 23:1

Only the following articles and/or sections apply to part-time employees working less than twenty (20) hours per week: Article I – Recognition, Article II – Union Security, Article III – Dues Deduction, Article IV – Seniority, Section 4:4 for listing purposes only, in lieu of 4:6 as follows: New employees shall serve a probationary period of ninety (90) working days. During this probationary period the employee can be terminated by the City if it desires. Dismissal during the probationary period shall not be grievable or arbitrable. During the first thirty (30) working days, the employee is ineligible to post for promotional or lateral opportunities. After the first thirty (30) working days, if a probationary employee successfully posts for another position within the bargaining unit, the initial probationary period of ninety (90) working days restarts, and 4:7. Article V – Promotions, Section 5:1, 5:1.2, 5:2, 5:2.1, 5:2.2, 5:2.3, 5:2.4, 5:2.5, ; in lieu of 5:3 as follows: Qualified employees within the bargaining unit; 5:3.2; 5:4; 5:5; 5:6; 5:7, 5:8; 5:9 and 5:10, Article VII – Grievance Procedure, Article VIII – Standard Disciplinary Procedure, Article XIII – Military Leave, Article XVII – No Strike, No Lockout, Article XIX – Wages except for Section 6, Article XXI – Contract Work, Article XXII – No Discrimination, Article XXIII – Miscellaneous, Section 23:1, Section 23:5, Section 23:6, Section 23:8, Section 23:9, Section 23:10, Section 23:14, Section 23:15 and Section 23:16, Article XXIV – Controlled Substances, and Article XXVI – Duration.

Section 23:2

Tools will be replaced by the City for maintenance employees.

Section 23:3

Uniforms will be supplied by the City for maintenance employees of the City Hall Building, Police Department, Library and Senior Citizens Center. However, should the City desire to replace a uniform, or any part thereof, there shall be no grievance submitted by the Union concerning this change. It is further understood that an exchange does not necessarily mean that this allowance has been eliminated, but rather that it has been replaced.

Section 23:4

Employee's glasses that are broken in the performance of their duty shall be replaced (cost of glasses only) at the expense of the City.

Section 23:5

The Union shall have representation on the Safety Committee.

Section 23:6

The cost of the printing of contracts will be divided equally between the City and the Union and printing will be done by a union printer.

Section 23:7

Each employee in the bargaining unit shall be entitled to one coffee break during the first half of his/her day's assignment and a second coffee break during the second half of his/her day's assignment, to be scheduled by mutual agreement between the employee and his/her supervisor. Coffee breaks shall not be less than ten (10) minutes nor more than fifteen (15) minutes in duration, from the time the employee stops work to the time he resumes work.

Section 23:8

The City shall have the right to temporarily transfer from one (1) department or work area to another any employee in any job classification in Codes 4 through 6 (with the exception of Rodman) for periods not exceeding sixty (60) calendar days. This provision shall not apply to employees who are present incumbents in such positions as of June 30, 1981, so long as they remain in their present position or in some other position in the bargaining unit which falls in Code 4 or higher.

Section 23:9

If a member of the bargaining unit is required to use his/her personal vehicle for City business, the employee shall be reimbursed for mileage at the current Internal Revenue Service rate per mile.

Section 23:10

The Personnel Department shall maintain employee personnel files which are to be known as the official files.

Section 23:11

When changes occur in the health and medical benefits the City shall provide all employees with any information about the change which the City has available.

Section 23:12

The contents of this Agreement shall be applied uniformly throughout all departments by the Personnel Department. When the Personnel Director issues a written interpretation of any provision of this Agreement, such interpretation shall be binding on all departments of the City.

Section 23:13

In the event any functions currently performed by members of the bargaining unit are transferred to any multi-town entity (such as a District Health Department), and if any member of the Local 233 bargaining unit is to become an employee of any municipality or entity other than the City of Bristol, the City will comply with its obligations to negotiate the effects of such change with Local 233 under the Municipal Employee Relations Act.

Section 23:14

The Union agrees that annually, during the periods of December 15th through the end of January, and from May 15th to the first of September, seasonal personnel may work in the Tax Department and the Assessor's Office.

Section 23:15

The Union and the City agree that annually, during the summer months, the City may place BCO employees in departments. Placement of BCO employees will be in accordance with AFSCME, Council #4 program conditions, however, the parties are not required to endorse a work agreement. (See Appendix A.)

Section 23:16

The City and the Union agree that when City Hall or any of its facilities close early due to any circumstances beyond the City's control (such as inclement weather), any employee who gets permission to leave prior to the revised closing time must charge appropriate time (vacation, GPL, Pad, etc.) from the time they leave until the time they were regularly scheduled to leave; not the early closing time. In the event an employee has no appropriate paid time to charge, it shall be time off without pay.

Section 23:17

The City of Bristol Tuition Reimbursement Program and any changes in such program which the City may adopt, shall apply to members of the bargaining unit beginning January 1, 2009. Denial of reimbursements by the Salary Committee or the City Council shall not be grievable.

**ARTICLE XXIV
CONTROLLED SUBSTANCES**

Section 24:1

The City has a vital interest in maintaining a safe and healthy work environment in which all employees may perform in a productive manner. The City also has a commitment to its citizens, residents, visitors, and the community in which it operates and where our employees and families live. Therefore, it is unlawful to manufacture and dispense controlled substances; the illegal use, possession, distribution, purchase, or sale of controlled substances on City premises or while on City business is prohibited. Violation of this policy will subject employees to severe discipline, which may include termination. The matter may also be reported to the appropriate law enforcement agencies. Employees will notify management within five days of conviction for a criminal drug law offense occurring in the workplace.

For purposes of this policy, controlled substances are defined as drugs controlled by the federal or state government to prevent, curtail or limit their distribution and manufacture, including but not limited to marijuana, cocaine, opiates, amphetamines, hallucinogens, and other stimulants and depressants not prescribed for personal treatment by a physician.

Section 24:2

To protect the vast majority of employees who do not misuse controlled substances and to insure that the City's interests are properly safeguarded, a program which includes detection, awareness training, communication, and employee assistance will be developed. The basis of the program will be:

Section 24:2.1

No applicant for employment will be placed on the payroll until a pre-employment medical examination is completed and the drug screen results are deemed negative. Employees returning after an extended absence are subject to drug screening before returning to work when there is a prior history of substance abuse or reason to believe that drugs are being used.

Section 24:2.2

When there is reason to believe that controlled substances may be affecting any employee's safety, health, or productive performance, the City will take action in order to detect or confirm the use or presence of controlled substances. While the City will endeavor to recognize the sensitivity of employee privacy and confidentiality, such action may include surveillance, controlled substance testing, or searches of property under control of the City but used by employees for their personal or other use.

Section 24:2.3

Employees who are either identified as using controlled substances or voluntarily seek assistance for such a problem, and who are offered and accept an opportunity for treatment by the City, will be afforded this chance for assistance in order to become productive employees and remain free of controlled substance use. Those employees who refuse assistance will be subject to severe discipline which may include termination of employment. During and after participation in the assistance program, the employees will be required to maintain a controlled substance-free status in order to remain employed. The City retains the right to test these employees in order to confirm their status. The opportunity for assistance will not be afforded to those employees who, in conjunction with the use of controlled substances, engage in other illegal activities or other types of behavior which would subject the employee to termination of employment.

Section 24:2.4

Employees who refuse to take a drug test or refuse to submit to a search of City property which may be used by employees for their personal or other use will be subject to severe disciplinary action including discharge.

Section 24:2.5

All supervisory and managerial employees will be given awareness training in order to effectively implement this policy. This training will be updated periodically.

Section 24:2.6

When there are known incidents or reasons to believe that the City's policy on controlled substances has been violated, details concerning such incidents and the individuals involved must be immediately reported to the appropriate Manager or Department Head, and the Personnel Department. An exception to this reporting are those incidents

involving employees, who on their own volition, seek and accept treatment for a controlled substance problem.

Section 24:3

All visitors, contractors, subcontractors, and their employees are prohibited from the illegal use, possession, distribution, purchase, or sale of controlled substances on City premises or while on business for the City. It is also unlawful to manufacture or dispense controlled substances on City premises or while on business for the City.

Section 24:4

It is the responsibility of Supervisors, Managers and Department Heads to ensure that this policy is communicated and implemented throughout the organization for all employees of the City of Bristol.

ARTICLE XXV
PUBLIC SAFETY DISPATCHERS

Section 25:1 Seniority

Section 25:1.1

The initial probationary period shall be twelve (12) months for all full-time and part-time dispatchers.

Section 25:1.2

During this probationary period the employee can be terminated by the City if it desires. Dismissal during the probationary period shall not be grievable or arbitrable.

Section 25:1.3

Upon receiving regular appointment, the employee shall be granted seniority rights which shall date retroactively to the date of initial employment, except that seniority rights do not apply to part-time dispatchers.

Section 25:1.4

Department seniority for full-time Police Communications Division employees shall be interpreted in the same manner as Section 4:2 of the contract. Therefore, the Division shall be considered a separate "department" for the purpose of seniority.

Section 25:1.5

It is understood that, except for part-time dispatchers, for tie breaking purposes when more than one Communications Division employee has the same hire date as another employee, the department seniority date shall be based on the final earned rating of the

examination for Dispatcher (i.e. the highest rating being the most senior), and shall apply to all seniority rights as prescribed by said Agreement.

Section 25:1.6

For part-time dispatchers, only Section 4:4 (for listing purposes only) and Section 4:7 of Article IV – Seniority shall apply.

Section 25:2 Holidays

Section 25:2.1

For full-time dispatchers, Sections 9:2 and 9:3 of Article IX do not apply. Holidays will be paid out during the week during which the holiday falls. For purposes of holiday pay for dispatch, Christmas and New Years shall be recognized on the actual calendar date. For purposes of holiday pay, dispatchers who work on July 4th, Thanksgiving, and Christmas, shall be paid one and one-half (1½) times their regular straight time hourly rate for all hours so worked; all other holidays worked will be paid at straight time.

Section 25:2.2

For part-time Dispatchers: Sections 9:2, 9:3, and 9:5 of Article IX-Holidays do not apply. A part-time dispatcher who is not scheduled to work on a holiday will not receive holiday pay.

If a part-time dispatcher is scheduled to work on a holiday, he/she will be paid holiday pay equal to the number of scheduled hours worked. Such pay shall be paid during the week which the holiday falls. For purposes of holiday pay in dispatch, Christmas and New Years shall be recognized on the actual calendar date. A part-time dispatcher who works on July 4th, Thanksgiving, and Christmas, shall be paid one and one-half (1½) times their regular straight time hourly rate for all hours so worked. The provisions of 9:4 will be deemed to have been met if the employee worked his/her scheduled working hours on his/her last scheduled working day before and his/her first scheduled working day after the holiday.

Section 25:3 Hours of Work

Section 25:3.1

For full-time Dispatchers: Hours of work shall be based on an 8 hour day with a half (½) hour paid meal period; however, the work week is 37.5 hours based on a six-week cycle. Initially, work schedules shall be the same as Police Officers, 4 shifts on duty followed by 2 shifts off duty. Shifts are 6 a.m. – 2 p.m., 2 p.m. – 10 p.m., 10 p.m. – 6 a.m. The City reserves the right to alter work schedules to meet the needs of the division.

Section 25:3.2

Shifts shall be bid by seniority; however, new dispatchers shall not be eligible to bid during their initial Communications Training Program.

Section 25:3.3

For purposes of time off, divisional seniority in dispatch shall apply. Dispatchers may not request more than one consecutive week of vacation during the time period from June 1st through September 1st each year.

Section 25:3.4

Hours of Work – Article XVIII with the exception of 18:7 and 18:8, shall not apply to dispatchers except that time and one-half shall be paid for all hours worked over 8 in a day or 40 in one week.

Section 25:3.5

For part-time Dispatchers: Hours of work shall generally be 4 or 8 per day, (excluding the initial training period) but shall average between 16 and 18 hours per week. Any 8 hour day shall include a half (½) hour paid meal period. The City reserves the right to make assignments to any shift as needed to meet the needs of the division. XVIII-Hours of Work shall not apply to part-time dispatchers, except that time and one-half shall be paid for all hours worked over 40 in one week.

Section 25:3.6

Public Safety Dispatchers may, on occasion and on a limited basis, at the discretion of the Communications Lieutenant or assigned and with prior approval, switch shifts. To be eligible for shift switches, both employees must have completed the Communications Division initial training program. Such approval is subject to revocation as dictated by the needs of the department. Reasonable notice, normally in excess of 24 hours, must be given to the Communications Lieutenant or assigned. The employee scheduled to work the shift remains responsible for covering the shift. The hours worked shall be excluded in the calculation of hours for which the substituting employee would otherwise be entitled to compensation. Such shift switch shall not impose any additional costs on the City. Neither the department nor the City is responsible for enforcing any agreement made between two employees.

Section 25:3.7

During training, an employee may be assigned to any shift.

Section 25:3.8

Public Safety Dispatchers may not work more than 16 consecutive hours unless it is determined by the Chief of Police or assigned that emergency conditions exist.

Section 25:3.9

The City shall, as needs require, hold an employee over from one shift to the next shift and/or call in an employee from the following shift to meet the staffing needs of the next shift. Such hold-overs or call-ins shall not be used in lieu of filling the shift. Hold-overs or call-ins shall be assigned from the rotational holdover/call-in list in descending order of employees with the least number of total overtime hours using the most recent weekly payroll overtime records as of the date the schedule is prepared. The following shall apply for overtime in the division:

- a. For purposes of overtime opportunities, a four hour rotational overtime list and an eight hour rotational overtime list shall be maintained for dispatchers by the Communications Lieutenant or his/her designee with no requirement to equalize. Names of dispatchers assigned as lead dispatchers shall be asterisked on the lists. Overtime unavailable status shall be limited to persons already working, out sick, on other approved paid leave, or maximum hours allowable. A dispatcher failing to answer a call or message for overtime availability will be considered a refusal and moved to the bottom of the OT list.
- b. The rotational overtime list shall not be used should it be determined by the Chief of Police or assigned that emergency conditions exist.
- c. The City shall make a good faith effort in filling overtime, however, in the event that an error is made, the affected employee shall be offered the next overtime opportunity.
- d. An employee who accepts an overtime opportunity less than eight (8) hours before the vacancy occurs will remain in position on the rotational overtime list.
- e. If the City determines there to be an overtime assignment which should be filled, the City shall first offer it to full-time employees. If it can't be filled in this manner, it shall next be offered to part-time employees as a straight time assignment with no minimum number of hours required, provided such employees are reasonably close to the sixteen hour average weekly hours. Failure to offer the assignment to part-time employees shall not be grievable. If it can't be filled in this manner, the next dispatcher in rotation with the least number of total overtime hours on the rotational hold/call-in list shall be required to extend his/her shift or be called in from the next shift. Seniority, from least to most, shall be used to determine eligibility in the event of equality of total overtime hours. Part-time employees do not rotate and may only be required to extend their shift or be called in from the next shift when such is deemed by the City to be in the best interest of the Communications Division and not in violation of any term of this article. The City reserves its right to determine whether an overtime opportunity exists.
- f. When a public safety dispatcher is scheduled to work overtime and is unavailable for that overtime, he/she must provide two (2) days notice to the supervisor of their unavailability.
- g. A dispatcher may not be involuntarily put down for an overtime shift on the first day back to work without at least twenty-four (24) hours advance notice to the dispatcher.
- h. The department shall make every effort to notify dispatchers on days off of pending overtime opportunities and their availabilities.

- i. If a public safety dispatcher does not work a scheduled overtime assignment for which he/she has been previously scheduled and notified, he/she shall forfeit his/her next two (2) overtime opportunities and shall be charged as if he/she had refused them. Such forfeiture shall not preclude disciplinary action regarding such absence.

Section 25:3.10

Should a public safety dispatcher be required to attend off-shift training, he/she shall not be required to report to work for his/her regular shift if such shift would be in an overtime status, but may elect to do so.

Section 25:4 Wages

Section 25:4.1

When a public safety dispatcher (telecommunicator) is assigned to perform training duties in the Communications Training Officer (CTO) Program by the Communications Lieutenant or designee, they shall be compensated with an additional seven and one half percent (7.50%) over their regular hourly rate. The additional compensation shall be paid for the purpose of training new public safety dispatchers and shall cease upon the new dispatcher's completion of the program. Such compensation shall be seven and one half percent (7.50%) regardless of how many new employees are assigned for training.

Section 25:4.2

The Communications Lieutenant and Police Chief shall have sole discretion to select employees to perform training duties. It is understood that the City may utilize public safety dispatchers or police personnel to provide training. Priority for selection shall be given to public safety dispatchers when practical.

Section 25:4.3

New hires who meet all certification requirements as determined by the City will be advanced to step 2 of the salary range upon successful completion of the in-house Communications Training program or no later than 12 months from start date, whichever date comes first. Advancement to step 3 shall be achieved on the one year anniversary date of achieving step 2.

Section 25:4.4

Section 19:6 shall not apply. A 3rd shift (10 p.m.-6 a.m.) differential shall consist of an additional \$1.00 per hour (whether at straight time or overtime) for hours worked (not hours paid) between 10 p.m. and 6 a.m. Effective upon ratification, an additional fifty-cents (.50) per hour (whether at straight time or overtime) shift differential shall be paid for 2nd shift (2:00 p.m.-10:00 p.m.) for hours worked (not hours paid) between 2 p.m. and 10 p.m.

Section 25:5 Lead Dispatcher

Section 25:5.1

The title of Lead Dispatcher shall become a part of this Agreement, listed as a Code 9A-Step 2 assignment on the Code and Salary Schedule (which includes standard step progression to Step 3), but for all other purposes, shall remain an assignment as determined by the Police Chief or his/her designee. Code 9A pay applies for all hours worked, whether assigned as lead or as dispatcher, and for all wage related benefits and calculations.

Section 25:5.2

The terms of such assignment are as follows: Such assignment shall not be considered to be a promotion under Article V. In addition to performance of regular dispatch work, duties include but are not limited to: providing basic direction to other public safety dispatchers on the shift, monitoring performance/workplace conduct issues, ensuring compliance with policies/procedures, monitoring meals/breaks, and other duties assigned by the Lieutenant or Chief, etc. The Communications Lieutenant shall provide orientation to those assigned which outlines the responsibilities of the assignment.

Section 25:5.3

The Communications Lieutenant and Police Chief shall have sole discretion to select employees to perform in such assignment and shall have discretion to remove employees from performing such assignment. Any removal may not be arbitrary in nature and shall be subject to prior notification to the Union and review and approval by the Director of Personnel. Selection and removal shall not be subject to the grievance procedure.

Section 25:5.4

Once selected for a lead dispatcher assignment, a request to return to a non-lead dispatcher position must be mutually agreed upon by the employee and the City.

Section 25:5.5

Selection of part-time dispatchers shall only be considered after full-time dispatchers have been exhausted.

Section 25:5.6

The City maintains its right to assign or not to assign an employee to perform such duties on each shift. No more than one employee may be assigned as a Lead Dispatcher per shift.

Section 25:5.7

Should a lead assignment become vacant, existing lead dispatchers may bid on such shift assignment by divisional seniority prior to a selection process.

Section 25:5.8

The Lead Dispatcher assignment shall not establish any precedence as to the bargaining unit who will or may perform this work in the future and the performance of this work by Local 233 members may not be used to preclude the City from utilizing other personnel to perform this work in the future.

Section 25:6 Miscellaneous

Section 25:6.1

The City will provide each dispatcher in each fiscal year with any combination of shirts and khaki pants from the uniform vendor list, provided that the total cost of uniform clothing does not exceed the uniform vendor price quote for six (6) uniform shirts and one (1) job shirt for the pertinent fiscal year; it is expected that dispatchers will wear uniforms in neat condition.

Section 25:6.2

It is acknowledged that all Communications Division employees shall use Police Department time clocks, and follow the rules enumerated in the Memorandum of Agreement, Re: Time Clocks of the Contract.

Section 25:6.3

The City reserves the right to determine the number of Public Safety Dispatcher positions.

Section 25:6.4

For part-time dispatchers, the following shall also not apply:

- Article VI-Layoffs
- Article X-Vacations
- Article XI-Sick Leave
- Article XII-Leave with pay and Special Leave
- Article XV-Perfect Attendance
- Article XVI-Union Business Leave
- Article XIX-Wages-Section 6
- Article XX-Insurance and Pension

Section 25:6.5

For dispatchers, all other conditions of employment not included in or excluded by this Article shall be as otherwise covered by the contract.

Section 25:6.6

Any time the City conducts a disciplinary investigation involving a dispatcher, upon request, such employee and the union shall be provided with a copy of relevant investigative reports and statements, if any, once the investigation is completed. Under normal circumstances, investigations will be completed within sixty (60) calendar days. In the event that additional time is needed to complete an investigation, the City shall provide written notice of extension to the Union with an estimated date of conclusion. In the event an investigation is concluded without any disciplinary action, such employee and the union shall be so notified.

**ARTICLE XXVI
DURATION**

Section 26:1

This contract contains the full and complete Agreement between the parties on all negotiable issues, and neither party shall be required during the term of this contract to negotiate on any issue, whether it is covered or not covered herein. However, if the parties voluntarily elect to enter into such negotiations, any Agreement reached shall be reduced to writing, and upon ratification by both parties, shall become a part hereof.

Section 26:2

In the event that any Federal or State Legislation, governmental regulation or court decision causes 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 26:3

This Agreement shall become effective upon ratification by both parties and shall remain in full force and effect through June 30, 2017 (except that wage and insurance only negotiations shall be re-opened on or before March 1, 2016, to be effective not earlier than July 1, 2016) and from year to year thereafter unless modified as provided herein.

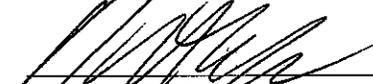
Section 26:4

On or about March 1, 2017, or any March 1 thereafter, either party may give written notice to the other party that it wishes to negotiate a successor Agreement to be effective not earlier than July 1 of the same year. If no successor Agreement is reached by such date, this contract will hold over and remain in force until such new Agreement becomes effective.

ARTICLE XXVII
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this 16th day of March, 2015.

REPRESENTING
THE CITY OF BRISTOL



Kenneth B. Cockayne, Mayor

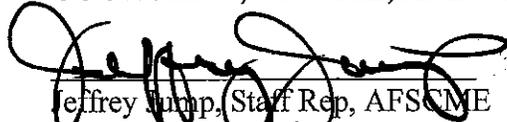


Diane Ferguson, Personnel Director



Linda Milia, Asst. Personnel Director

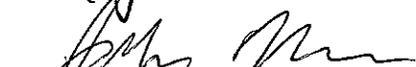
REPRESENTING LOCAL #233 OF
COUNCIL #4, AFSCME, AFL-CIO



Jeffrey Jump, Staff Rep, AFSCME



Mayra Sampson, Union President



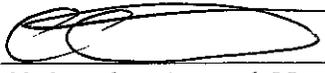
John Neveu, Union Vice President



Thomas Lozier, Negotiating Team



Jason Morrocco, Negotiating Team



Christopher Atwood, Negotiating Team

ATTEST: 

Therese Pac, Town and City Clerk

As per vote of the City Council on December 9, 2014

MEMORANDUM OF AGREEMENT
RE: TIME CLOCKS

Any employee in Local 233 of Council #4, American Federation of State, County and Municipal Employees AFL-CIO Bargaining Unit who is required to punch in a time clock which is used by Local 1338 of Council #4 employees shall do so under the same regulations that apply to employees in Local 1338 which are as follows:

Employees can only punch out within the last three (3) minutes of the shift unless otherwise excused.

A maximum time of three (3) minutes at the beginning of an employee's shift shall be allowed without loss of pay. However, continued tardiness can be handled by disciplinary action as deemed necessary.

MEMORANDUM OF AGREEMENT
RE: MEETING MINUTES

This Agreement is entered into by the City of Bristol, hereinafter referred to as the City, and Local 233 of Council #4, AFSCME, AFL-CIO, hereinafter referred to as the Union.

The following is the City and the Union's agreement regarding the taking of board, commission or other committee and hearing minutes, for one or more meetings, outside the employee's regular working hours (i.e. scheduled to begin after 5:00 p.m.). Compensation for meetings that begin during or immediately following the regular workday shall be in accordance with our standard overtime provisions (i.e. straight time from 5:00 p.m. to 5:30 p.m., then time and one-half for time worked beyond 5:30 p.m.).

1. The Union shall submit to the City each calendar year (or more frequently if requested) a list of volunteers to serve as a back-up if the regularly assigned employee is absent; or to serve for meetings that do not have a regularly assigned employee.
2. When the employee regularly assigned to a meeting is not available, and other qualified bargaining unit employees in relevant classifications in the department which is normally responsible for providing an employee to take minutes also is not available, the City shall use the list of volunteers submitted by the Union, in rotation from codes 4 – 6, in bargaining unit seniority by code, in sequential order beginning with Code 4. If the names in codes 4 – 6 have been exhausted, the City reserves the right to go higher than code 6 to provide coverage for the meeting.
3. For meetings of boards, commissions or other committees that do not have a regularly assigned employee and are not expected to be ongoing, the City shall follow the procedure outlined in #2 above in order to cover those meetings. Such assigned employee shall be responsible for providing meeting minutes.
4. For meetings of boards, commissions or other committees that do not have a regularly assigned employee, and are expected to be ongoing for an indefinite period of time (as determined by the City), the City shall use the list of volunteers as referred to in #1 and #2 above starting at the top of the list, and will designate such volunteer to be regularly assigned to that board, commission or other committee for its duration. The assigned employee is expected to continue in the temporary assignment for the duration of the scheduled meetings. If the assigned employee is promoted to another position in the bargaining unit above Code 6, the City reserves the right to re-assign the meeting assignment. Once a volunteer is assigned to a board, commission or committee, any new requests for volunteers for on-going assignments shall be offered to the next employee on the list. Employees assigned in this section will remain in the regular rotation for other opportunities.
5. If an employee refuses an assignment three times in any rolling twelve-month period, that employee shall be removed from the list of volunteers for a period of twelve months. A refusal for the purpose of taking minutes for another City meeting will not be considered a refusal for the purposes of this section. A refusal for a meeting with less than twenty-four hours notice will not be considered a refusal.

6. For meetings that do not begin during or immediately following the regular workday, the City shall compensate employees for attending, and taking minutes of, meetings at time and one-half their regular hourly rate for all hours worked with a minimum of two hours of pay. Producing minutes shall be performed during regular work hours and shall be compensated in accordance with our standard overtime provisions (i.e. straight time from 5:00 p.m. to 5:30 p.m., then time and one-half for time worked beyond 5:30 p.m.). If a code 4-6 employee is performing work temporarily in a code higher than their own, the employee shall be compensated at the first step of the higher code that equals or exceeds their own rate of pay in their own code. If a code 7 or above employee is performing work, the employee's minimum compensation is code 6 – step 3. If covering code 7 or above work, they shall be compensated at the highest step of the applicable code that they are covering that does not exceed their own rate of pay in their own code.

7. Any employee who serves as a back-up will be responsible to tape the meeting, take legible notes of said meeting, which includes starting and ending times of the meeting, a list of attendees and votes taken. The employee who is regularly assigned to take the minutes of meetings and/or hearings for a specific board or commission will be responsible for transcribing the notes and/or tapes from said meetings unless such regular employee's length of absence precludes timely production of minutes in which case the back-up person shall be responsible. The notes and minutes are expected to be available in a format which would meet the state standards for Freedom of Information Act requests.

MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF BRISTOL
AND LOCAL #233

This Agreement is entered into by the City of Bristol, hereinafter referred to as the City, and Local 233 of Council #4, AFSCME, AFL-CIO, hereinafter referred to as the Union.

The following is the City and the Union's agreement regarding compliance with Public Act 11-52: An Act Mandating Employers Provide Paid Sick Leave to Employees, hereinafter referred to as the Act.

1. As used in this Agreement "eligible employee" means an employee that worked an average of ten hours per week in the most recently completed calendar quarter.
2. Reasons for absence under the Act include:
 - employee's illness, injury or health condition;
 - medical diagnosis, care or treatment of employee's mental illness or physical illness, injury or health condition;
 - preventative medical care for employee;
 - employee's child or spouse's illness, injury or health condition;
 - medical diagnosis, care or treatment of employee's child's or spouse's mental or physical illness, injury or health condition; and

Where an employee is a victim of family violence or sexual assault:

- medical care or psychological or other counseling for physical or psychological injury or disability;
 - to obtain services from a victim services organization;
 - to relocate due to such family violence or sexual assault; or
 - to participate in any civil or criminal proceedings related to or resulting from such family violence or sexual assault.
3. If the need for leave under this Agreement is foreseeable, the City requires advance notice as soon as possible prior to the first date of leave.
 4. Eligible employees may use up to forty hours per calendar year of accrued vacation, including perfect attendance time, and granted personal leave for any purpose under the Act, except that accrued sick time must be used for one's own illness or injury and shall be included in the forty hour allotment under the Act.
 5. Eligible employees, who have exhausted their applicable accrued time off as specified in this Agreement, and require time off for any purpose under the Act, may request and shall be granted pro-rated vacation time which, together with other accrued time used for such purposes in the pertinent calendar year, may not exceed forty hours in such calendar year; such advanced vacation time shall be deducted from the next fiscal year's vacation accrual. For pro-rated paid leave of

three or more consecutive days, the City may require reasonable documentation that leave is taken for the purpose permitted under this agreement.

As executed on September 21, 2012.

APPENDIX A

AFSCME CONNECTICUT COUNCIL #4

JTPA-SUMMER YOUTH EMPLOYMENT PROGRAM CONDITIONS

- 1) JTPA/SYEP positions will be only in addition to employment which would be otherwise available, and will not be in areas where positions are vacant or become vacant.
- 2) JTPA/SYEP placements will not result in the displacement of currently employed workers, including partial displacement such as reduction in hours of overtime or non-overtime work, wages or employment benefits.
- 3) JTPA/SYEP positions will not impair existing contracts for services or result in the substitution of federal funds for other funds in connection with work that would otherwise be performed.
- 4) JTPA/SYEP positions will not be substituted for existing federally assisted jobs under federally supported programs.
- 5) The worksite and/or the employing agency will not terminate, layoff, or reduce the working hours, regular or overtime, of an employee in anticipation of hiring an individual with funds available under JTPA. No participant will be used to provide services which are normally provided by permanent, temporary, part-time or seasonal workers. Nor shall participants provide services which are usually contracted out.
- 6) JTPA/SYEP participants will not be placed in bargaining units where employees in the same or similar positions are on layoff. Participants will not perform the same or similar duties of any terminated or laid off employees.
- 7) JTPA/SYEP participants will work only the regularly scheduled hours of currently employed workers on the day shift. They will not work Saturdays, Sundays, holidays or overtime.
- 8) The placement of JTPA/SYEP participants in bargaining unit positions will not prejudice any past, present or future agreements concerning the bargaining unit.

APPENDIX B

**City of Bristol
Benefits at a Glance (In effect through March 31, 2015)**

	In Network You Pay:	Out-of-Network You pay:
Office Visit Copayment	\$10	You pay 20% Plan pays 80% After the deductible is met
Hospital Copayment	No charge	You pay 20% Plan pays 80% After the deductible is met
Outpatient Surgery Copayment	No charge	You pay 20% Plan pays 80% After the deductible is met
Coinsurance	\$0	You pay 20% Plan pays 80% After the deductible is met
Calendar year deductible (<i>individual/2-member family/3+member family</i>) *In-network calendar year deductible only applies to Short Term Rehabilitation in excess of 50 days and Pharmacy in excess of pharmacy plan annual maximum	\$250/\$500/\$750*	\$250/\$500/\$750
Calendar year out-of-pocket maximum (<i>individual/2-member family/3+member family</i>) *In-network calendar year out of pocket only applies to Short Term Rehabilitation in excess of 50 days and Pharmacy in excess of separate pharmacy plan annual maximum.	\$750/\$1,500/\$2,250*	\$750/\$1,500/\$2,250
Lifetime Maximum	Unlimited	

PREVENTIVE CARE

Routine Preventive Care – (Routine well child care, routine OB/GYN care, routine health examinations) - <i>unlimited</i>	No charge	You pay 20% Plan pays 80% After the deductible is met
Mammograms	No charge	
Hearing screenings	No charge	

MEDICAL CARE

Office visits	\$10 Copay	You pay 20% Plan pays 80% After the deductible is met
Specialist consultations	\$10 Copay	
OB/GYN care	\$10 Copay	
Maternity care – <i>initial visit subject to copayment, no charge thereafter</i>	\$10 Copay	
Lab and X-ray	No charge	
Allergy Services <i>Office visits/testing</i> <i>Injections</i>	\$10 Copay No charge	

HOSPITAL CARE – Prior authorization required.

Semi-private room	No charge	You pay 20% Plan pays 80% After the deductible is met
Maternity and newborn care	No charge	
Skilled nursing facility, Rehabilitation Hospital, Sub-Acute Facilities – <i>up to 180 days per calendar year</i>	No charge	
Outpatient surgery – <i>in a hospital or surgi-center</i>	No charge	

EMERGENCY CARE

Walk-in centers	No charge	No charge
Urgent care	No charge	No charge
Hospital emergency room – <i>copayment waived if admitted</i>	\$50 Copay	\$50 Copay
Ambulance	No charge	No charge

OTHER HEALTH CARE

<p>Outpatient rehabilitative services: 50 days maximum for PT, OT, ST and Chiro. per year, excess covered as out of network</p> <p>Cardiac Rehab – unlimited days per calendar year</p> <p>Pulmonary rehab – unlimited days per calendar year</p> <p>Cognitive therapy – unlimited days per calendar year</p>	<p>No charge after \$10 per office visit Copay for 1st 50 days</p> <p>After 50 days, You pay 20% Plan pays 80% After the deductible is met</p> <p>No charge</p> <p>No charge after \$10 per office visit Copay</p>	<p>You pay 20% Plan pays 80% After the deductible is met</p>
Prosthetic devices	No charge	You pay 20% Plan pays 80% After the deductible is met
Durable medical equipment	No charge	You pay 20% Plan pays 80% After the deductible is met
Hospice Care	No charge	You pay 20% Plan pays 80% After the deductible is met
Home Health Care <i>unlimited days per cal year</i>	No charge	You pay 20% Plan pays 80% After the \$50 deductible is met
Routine eye exams – <i>Coverage under CIGNA Vision Care Network – 1 exam annually</i>	No charge	Coinsurance Plan reimburses 80% to maximum of \$170

MENTAL HEALTH/SUBSTANCE ABUSE CARE

Inpatient	No charge	You pay 20% Plan pays 80% After the deductible is met
Outpatient physician office visits	\$10 Copay	
Outpatient facility visits	No charge	

The prescription plan is a fully-managed formulary prescription plan with \$5/\$10/\$15 co-pays. Prescription drugs covered subject to deductible and coinsurance once annual maximum under pharmacy plan is met.

Note: In situations where the member is responsible for obtaining the necessary pre-certification or prior authorization and fails to do so, benefits may be reduced or denied.

This summary outlines some highlights of your plan. For a complete list of both covered and not covered services, see your employer's summary plan description –the official plan document. If there are any differences between this summary and the plan document, the information in the plan document takes precedence.

APPENDIX C

City of Bristol
CIGNA
Benefits at a Glance (Effective April 1, 2015)

	In Network You Pay:	Out-of-Network You pay:
Office Visit Copayment	\$30	You pay 20% Plan pays 80% After the deductible is met
Hospital Copayment	\$250	You pay 20% Plan pays 80% After the deductible is met
Outpatient Surgery Copayment	\$100	You pay 20% Plan pays 80% After the deductible is met
Coinsurance	\$0	You pay 20% Plan pays 80% After the deductible is met
Calendar year deductible (<i>individual/2-member family/3+member family</i>) *In-network calendar year deductible only applies to Short Term Rehabilitation in excess of 50 days and Pharmacy in excess of pharmacy plan annual maximum	\$250/\$500/\$750*	\$500/\$1,000/\$1,500
Calendar year out-of-pocket maximum (<i>individual/2-member family/3+member family</i>) *In-network calendar year out of pocket only applies to Short Term Rehabilitation in excess of 50 days and Pharmacy in excess of separate pharmacy plan annual maximum.	\$750/\$1,500/\$2,250*	\$1,500/\$3,000/\$4,500
Lifetime Maximum	Unlimited	

PREVENTIVE CARE

Routine Preventive Care – (Routine well child care, routine OB/GYN care, routine health examinations) - <i>unlimited</i>	No charge	You pay 20% Plan pays 80% After the deductible is met
Mammograms	No charge	
Hearing screenings	No charge	

MEDICAL CARE

Office visits	\$30 Copay	You pay 20% Plan pays 80% After the deductible is met
Specialist consultations	\$30 Copay	
OB/GYN care	\$30 Copay	
Maternity care – <i>initial visit subject to copayment, no charge thereafter</i>	\$30 Copay	
Lab and X-ray	\$30 Copay	
High cost diagnostics (<i>includes CAT, CTA, PET, SPECT, MRA, MRI</i>)	\$100 Copay	
Allergy Services <i>Office visits/testing</i> <i>Injections</i>	\$30 Copay No charge	

HOSPITAL CARE – Prior authorization required.

Semi-private room	\$250 Copay	You pay 20% Plan pays 80% After the deductible is met
Maternity and newborn care	\$250 Copay	
Skilled nursing facility, Rehabilitation Hospital, Sub-Acute Facilities – <i>up to 180 days per calendar year</i>	\$250 Copay	
Outpatient surgery – <i>in a hospital or surgi-center</i>	\$100 Copay	

EMERGENCY CARE

Walk-in/Urgent Care	\$50 Copay	\$50 Copay
Hospital emergency room – <i>copayment waived if admitted</i>	\$100 Copay	100 Copay
Ambulance	\$50 Copay	\$50 Copay

OTHER HEALTH CARE

Outpatient rehabilitative services: 50 days maximum for PT, OT, ST and Chiro. per year, excess covered as out of network	No charge after \$20 per office visit Copay for 1 st 50 days After 50 days, You pay 20% Plan pays 80% After the deductible is met	You pay 20% Plan pays 80% After the deductible is met
Cardiac Rehab – unlimited days per calendar year	No charge	
Pulmonary rehab – unlimited days per calendar year Cognitive therapy – unlimited days per calendar year	No charge after \$20 per office visit Copay	
Prosthetic devices	No charge	You pay 20% Plan pays 80% After the deductible is met
Durable medical equipment	No charge	You pay 20% Plan pays 80% After the deductible is met
Hospice Care	No charge	You pay 20% Plan pays 80% After the deductible is met
Home Health Care <i>unlimited days per calendar year</i>	No charge	You pay 20% Plan pays 80% After the \$50 deductible is met
Routine eye exams – Coverage under CIGNA Vision Care Network – 1 exam annually	No charge	Coinsurance Plan reimburses 80% to maximum of \$170

MENTAL HEALTH/SUBSTANCE ABUSE CARE

Inpatient	\$250 Copay	You pay 20% Plan pays 80% After the deductible is met
Outpatient physician office visits	\$30 Copay	
Outpatient facility visits	No charge	

PRESCRIPTION BENEFITS*

Retail Generic	\$10	20% after deductible
Retail Brand Formulary	\$25	
Retail Brand Non-Formulary	\$40	
Mail Order Generic	\$20	
Mail Order Brand Formulary	\$50	
Mail Order Brand Non-Formulary	\$80	
Prescription Annual Maximum	Unlimited	

*Assumes mandatory generic substitution

Note: In situations where the member is responsible for obtaining the necessary pre-certification or prior authorization and fails to do so, benefits may be reduced or denied.

This summary outlines some highlights of your plan. For a complete list of both covered and not covered services, see your employer's summary plan description—the official plan document. If there are any differences between this summary and the plan document, the information in the plan document takes precedence.

SALARY SCHEDULE EFFECTIVE JULY 1, 2014 – JUNE 30, 2015

CODE, HOURLY RATE AND RANGE

(REFLECTS 1.9% INCREASE)

<u>CODE</u>	<u>CLASSIFICATION</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
4	Bookkeeping Clerk/Floater Circulation Clerk Custodian Library Clerk Library Technical Services Clerk P/T Principal Clerk Principal Clerk Principal Clerk-Personal Property Principal Clerk-Records Rodman	\$16.67	\$18.23	\$18.59
4A	Administrative Secretary Library Assistant Library Floater Reference Assistant Staff Assistant	\$17.22	\$18.86	\$19.21
5	Accounts Payable Coordinator Accounts Receivable Coordinator Administrative Assistant Administrative Clerk Children's Assistant Custodian/Maintenance Man Payroll Clerk Registrar Clerk Water Billing Clerk	\$17.84	\$19.54	\$19.86
6	Accounting Clerk Administrative Assistant/Accountant-Water Administrative Assistant/Accountant-WPC Assistant Branch Librarian Assistant Information Services Librarian Children's/Young Adult Librarian Community Services Case Coordinator Computer Lab Supervisor Engineering Draftsman I Floater/Children's Assistant Floater/Reader's Advisor Grounds Maintainer/Building Technician Payroll/Benefits Analyst Programs and Administrative Assistant Sales Ratio Clerk Senior Administrative Assistant Senior Administrative Clerk	\$19.09	\$20.88	\$21.21

SALARY SCHEDULE EFFECTIVE JULY 1, 2014 – JUNE 30, 2015
CODE, HOURLY RATE AND RANGE
(REFLECTS 1.9% INCREASE)

<u>CODE</u>	<u>CLASSIFICATION</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
7	Community Services Coordinator Maintenance Technician Parks Office Coordinator Police Payroll Supervisor Statute and Legislative Coordinator Technical Services Coordinator	\$20.64	\$22.53	\$22.89
8	Budget and Accounting Assistant Construction Inspector Public Safety Dispatcher (Telecommunicator) Purchasing Assistant	\$22.21	\$24.24	\$24.56
8A	Payroll & Benefits Specialist Fleet and Traffic Maintenance Technician	\$22.97	\$25.08	\$25.39
9	Accountant/IT Support Excavation Inspector Property and Evidence Technician Senior Maintenance Technician Supervisor Library Information Services Supervisor of Circulation Supervisor of Library Maintenance Supervisor Senior Community Center Maintenance	\$23.72	\$25.90	\$26.24
9A	Highway Inspector Lead Dispatcher Party Chief	\$24.90	\$27.24	\$27.64
10	Accounts Payable/Receivable Supervisor GIS/CAD Technician Payroll and Benefits Manager Public Safety Technical Support Specialist Technical Support Specialist	\$26.06	\$28.58	\$29.05
11	Housing and Project Specialist	\$27.89	\$30.56	\$31.11
12	Assistant City Planner/Development Coordinator Building Inspector Code Enforcement Officer/Assistant Building Inspector Electrical Inspector Environmental Protection Technician Facilities/Maintenance Supervisor	\$29.83	\$32.70	\$33.27

SALARY SCHEDULE EFFECTIVE JULY 1, 2014 – JUNE 30, 2015
CODE, HOURLY RATE AND RANGE
(REFLECTS 1.9% INCREASE)

<u>CODE</u>	<u>CLASSIFICATION</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
12	Mechanical Inspector Senior Accountant Zoning Enforcement Officer	\$29.83	\$32.70	\$33.27

Scheduled increments will be attained on the anniversary date of employment or as per Section 19:2, whichever is applicable.

SALARY SCHEDULE EFFECTIVE JULY 1, 2015 – JUNE 30, 2016

CODE, HOURLY RATE AND RANGE

(REFLECTS \$275 PLUS 1.9% INCREASE)

<u>CODE</u>	<u>CLASSIFICATION</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
4	Bookkeeping Clerk/Floater Circulation Clerk Custodian Library Clerk Library Technical Services Clerk P/T Principal Clerk Principal Clerk Principal Clerk-Personal Property Principal Clerk-Records Rodman	\$17.13	\$18.72	\$19.09
4A	Administrative Secretary Library Assistant Library Floater Reference Assistant Staff Assistant	\$17.69	\$19.36	\$19.72
5	Accounts Payable Coordinator Accounts Receivable Coordinator Administrative Assistant Administrative Clerk Children's Assistant Custodian/Maintenance Man Payroll Clerk Registrar Clerk Water Billing Clerk	\$18.32	\$20.05	\$20.38
6	Accounting Clerk Administrative Assistant/Accountant-Water Administrative Assistant/Accountant-WPC Assistant Branch Librarian Assistant Information Services Librarian Children's/Young Adult Librarian Community Services Case Coordinator Computer Lab Supervisor Engineering Draftsman I Floater/Children's Assistant Floater/Reader's Advisor Grounds Maintainer/Building Technician Payroll/Benefits Analyst Programs and Administrative Assistant Sales Ratio Clerk Senior Administrative Assistant Senior Administrative Clerk	\$19.60	\$21.42	\$21.76

SALARY SCHEDULE EFFECTIVE JULY 1, 2015 – JUNE 30, 2016
CODE, HOURLY RATE AND RANGE
(REFLECTS \$275 PLUS 1.9% INCREASE)

<u>CODE</u>	<u>CLASSIFICATION</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
7	Community Services Coordinator Maintenance Technician Parks Office Coordinator Police Payroll Supervisor Statute and Legislative Coordinator Technical Services Coordinator	\$21.18	\$23.10	\$23.47
8	Budget and Accounting Assistant Construction Inspector Public Safety Dispatcher (Tele-communicator) Purchasing Assistant	\$22.78	\$24.84	\$25.17
8A	Payroll & Benefits Specialist Fleet and Traffic Maintenance Technician	\$23.55	\$25.70	\$26.02
9	Accountant/IT Support Excavation Inspector Property and Evidence Technician Senior Maintenance Technician Supervisor Library Information Services Supervisor of Circulation Supervisor of Library Maintenance Supervisor Senior Community Center Maintenance	\$24.31	\$26.54	\$26.88
9A	Highway Inspector Lead Dispatcher Party Chief	\$25.52	\$27.90	\$28.31
10	Accounts Payable/Receivable Supervisor GIS/CAD Technician Payroll and Benefits Manager Public Safety Technical Support Specialist Technical Support Specialist	\$26.70	\$29.27	\$29.75
11	Housing and Project Specialist	\$28.56	\$31.28	\$31.84
12	Assistant City Planner/Development Coordinator Building Inspector Code Enforcement Officer/Assistant Building Inspector Electrical Inspector Environmental Protection Technician Facilities/Maintenance Supervisor	\$30.54	\$33.46	\$34.05

SALARY SCHEDULE EFFECTIVE JULY 1, 2015 – JUNE 30, 2016
CODE, HOURLY RATE AND RANGE
(REFLECTS \$275 PLUS 1.9% INCREASE)

<u>CODE</u>	<u>CLASSIFICATION</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
12	Mechanical Inspector Senior Accountant Zoning Enforcement Officer	\$30.54	\$33.46	\$34.05

Scheduled increments will be attained on the anniversary date of employment or as per Section 19:2, whichever is applicable.