

WORKING AGREEMENT

BETWEEN

THE CITY OF BRISTOL

AND

**LOCAL 1338 OF COUNCIL #4
AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL EMPLOYEES
AFL-CIO**



JULY 1, 2018 - JUNE 30, 2022

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PREAMBLE

This Agreement is entered into by the City of Bristol, hereinafter referred to as the City, and Local 1338 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 by the employees of the Public Works Department, the Park Department, and the Water and Sewer Department (including Water Pollution Control), excluding supervisors, clerical, temporary, emergency employees and/or elected officials employed by the City of Bristol, Connecticut and that said Union is the sole and exclusive bargaining representative of all such employees for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

ARTICLE II **DUES/SERVICE FEE DEDUCTION**

Section 2:1

Each employee shall have, and be protected in the exercise of the right to join and remain as a member of, and the right to refuse to join or become a member of, the Union, free from interference, restraint or coercion.

Section 2:2

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, may either remain members in good standing or may pay to the Union a service fee, neither of which is required as a condition of employment. All other present employees covered by this Agreement, and all new employees covered by said Agreement and hired on or after the effective date of said contract, may either become and remain members of the Union, or may pay to the Union a service fee, neither of which is required as a condition of employment.

Section 2:3

The City is authorized to deduct per pay period, Union dues of members of Local 1338 or service fees for non-members. Such deductions shall be made only after said employee has voluntarily signed a request form furnished by the Union, authorizing the City to deduct said Union dues or service fees. The amount of dues or service fees to be deducted shall be determined by the Union by written notice to the Human Resources Department with the Union being totally responsible for amount requested. Any change in the amount of dues or service fees deducted will not become effective until thirty (30) days after receipt of such written request. Should an employee who is voluntarily paying services fees revoke such authorization at any time, the City will immediately cease those deductions pursuant to the revocation and as required by law. Should an employee

who is voluntarily paying Union dues revoke such authorization, the City will inform the Union of the revocation. The Union shall hold the City harmless against any and all claims, demands, liabilities, lawsuits, attorneys' fees or other costs which may arise out of, or by reason of, actions taken against the City as a result of the enforcement or administration of this Article.

ARTICLE III **SENIORITY**

Section 3:1

"City Seniority" shall mean the total length of continuous City Service.

Section 3:2

"Department Seniority" shall mean the total length of continuous department service. For the purpose of this Article, Water Pollution Control shall be treated as a separate department under the Department of Public Works; except that effective December 5, 2019, Water Pollution Control shall be treated as a separate department under the Department of Water and Sewer.

Section 3:3

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 3:4

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 3:5

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 recall rights, he shall be credited at the time of recall with the same seniority he had as of the date of his layoff.

Section 3:6

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. Such 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. Upon receiving permanent appointment, the employee shall be granted seniority rights which shall be dated retroactively to the date of initial employment. If a probationary employee signs for and is selected for a new position, the initial ninety (90)

working day probationary period shall restart on the date that the employee begins his/her new position.

Section 3:7

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.

Section 3:8

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 IV
PROMOTIONS

Section 4:1

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 4:2

At the expiration of the posting period, the City shall select among the applicants in the following order:

Section 4:2.1

Employees within the department. If two or more such employees can demonstrate qualifications for the job, department seniority shall be the determining factor. "Qualifications" shall mean previous experience, demonstrated skill, or other evidence of ability to do the job in a satisfactory manner without additional training beyond normal supervision.

Section 4:2.2

Employees in any other department in the bargaining unit. If two or more such employees are equal in qualifications for the job, bargaining unit seniority shall be the determining factor.

Section 4:2.3

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

Section 4:2.4

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

Section 4:3

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

Section 4:4

Under normal circumstances the selected employee taken from the postings shall assume his new duties within five (5) working days after his selection.

Section 4:5

When such employee assumes his new position, he shall serve a probationary period of thirty (30) working days. Should the City determine it necessary to have additional probationary time they shall notify the Union and the employee in writing and shall be allowed up to thirty (30) additional working days. An employee in the probationary period wishing to return to his former position shall do so within ten (10) working days of assuming his 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 the 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 4:6

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

Section 4:7

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

Section 4:8

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 original probationary period or any extension thereof shall be entitled to hear and to review with or without his Union

Steward, the reasons for such unsatisfactory determination and if still aggrieved shall have the right to file a grievance.

Section 4:9

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 old classification for one (1) year from the date of his selection.

ARTICLE V **LAYOFFS**

Section 5:1

When it becomes necessary to reduce the 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.

Notwithstanding the above paragraph an employee may bump to a position he/she held in a higher paying Code in the same department so long as he/she previously passed probation in that position, is still qualified, and has more departmental seniority than the current incumbent.

Should no bumping opportunities exist within the same department, an employee may bump to a position held by the least senior employee (by bargaining unit seniority) from amongst all code 8 or 9 positions from the remaining departments within the bargaining unit provided they are qualified as determined by the Director of Human Resources. In the event that bargaining unit seniority for the least senior code 8 and 9 employees is equal, city seniority shall apply, followed by department seniority if necessary. Such bumped code 8 or 9 employee shall have no bumping rights.

Prior to the City's decision to lay off employees, the City agrees to discuss possible alternatives to layoffs with the union leadership. Such discussions shall not constitute bargaining and any decision to lay off employees shall remain the sole discretion of the City. At no time either at the time of a layoff or during a layoff will the City contract out the primary duties of any employees that are laid off.

Section 5:2

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 5:3

Any employee who is laid off shall retain recall rights in accordance with his seniority for a period of three (3) years from the date of his layoff. Recall rights shall apply to the employee's former classification or any classification in an equal or lower job code which he is qualified to perform. An employee shall lose all recall rights if he rejects recall to his 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 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. The recall rights of this section apply only to non-probationary employees.

Section 5:4

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.

ARTICLE VI
GRIEVANCE PROCEDURE

Section 6:1

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 6:1.1

Step One -- The aggrieved shall orally discuss the alleged grievance with his 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 6:1.2

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 6:1.3

Step Three -- Should the grievance not be settled satisfactorily at step two, it shall be submitted to the Mayor or his 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 Director of Human Resources shall answer grievance in writing within ten (10) days of the meeting.

Section 6:1.4

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. 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 6:2

Reasonable extension of time at the second, third, or fourth step of the grievance procedure shall be granted upon request by 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 VII
STANDARD DISCIPLINARY PROCEDURE

Section 7:1

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 so requests, be granted an interview with his Union Representative before he is required to leave the premises.

Section 7:2

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 7:3

A continuance of infractions or one serious infraction warrants this first official action, namely, a written warning in the presence of a Steward as to the nature, time and date of the violation, with a copy to be given to the Union and a copy retained in the department file.

Section 7:4

Another repeat of an infraction or a more serious infraction warrants a minimum of one (1) day 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 is justified.

Section 7:5

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 of the disciplinary steps for each different violation. If he 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 7:6

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 disciplinary history.

Section 7:7

As used in this Article, the terms "Union Representative" and "Steward" shall mean the Department Steward if available, or in his absence the Chairman of the Grievance Committee, or in his absence the Union President.

**ARTICLE VIII
HOLIDAYS**

Section 8:1

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 8:2

In the event of 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 8:3

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

Section 8:4

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 8:5

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

ARTICLE IX
VACATIONS

Section 9:1

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. Employees who have zero (0) to less than three (3) months of continuous employment as of June 30th of any year or zero (0) to three (3) months immediately following the start of a new fiscal year, shall receive one (1) week of vacation the following January 1st.

Section 9:2

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 9:3

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

Section 9:4

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

Section 9:5

If a paid holiday should occur during any employee's paid vacation, he 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 prior to such scheduled vacation that he does not elect to take the extra vacation day at that time.

Section 9:6

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 vacation according to seniority. Vacation time may be taken in no less than one (1) day units except that no more than two (2) weeks of vacation may be taken in one-half (1/2) day units. Employees in the Meter Section shall be allowed to use vacation time in 30 minute intervals.

Section 9:7

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 9:7.1

Employees with four (4) weeks' vacation can request and shall be granted compensation of one (1) week of said vacation in lieu of time off.

Section 9:8

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

Section 9:9

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 pay is granted. It shall be in no manner continued as the payment in lieu of regular work.

Section 9:10

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 prorated basis provided that he/she has provided at least four (4) four weeks advance written notice in the case of retirement or two (2) weeks advance written notice for a voluntary resignation. If an employee dies, payment for 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 discharged shall be paid their balance of unused vacation time.

Section 9:11

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

ARTICLE X
SICK LEAVE

Section 10:1

Sick leave shall be considered as absence from duty with pay for illness, injury, or family illness as covered in this Article, except when directly traceable to employment by an employer other than the City of Bristol. The City shall ensure that eligible employees covered under the CT Paid Sick Leave Bill (Yardman/Custodian and Yardman/Dispatcher) may use their vacation, GPL and perfect attendance time under the same conditions as provided for in the Act unless they have already exhausted 40 hours of time, during the calendar year that they are seeking to use such leave, utilizing regular sick leave. In any case, sick time shall be used for an employee's illness, injury or family illness. 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 prorated 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.

Section 10:1.1

Employees shall be allowed to use five (5) family sick days per fiscal year to attend to immediate family illnesses. Family sick days shall not have to comply with Section 10:8.

Section 10:2

Eligibility for sick leave payments shall be computed from the date an employee is appointed a full time 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 10:3

An employee who has been on the payroll for less than six (6) months will receive no sick leave.

Section 10:4

An employee who has been on the payroll for six (6) months but less than one (1) year shall be paid for absence of not more than five (5) working days, deducted from the twelve (12) working days specified in Section 10:5.

Section 10:5

An employee who has been on the payroll continuously for more than one (1) year but less than five (5) years shall receive twelve (12) working days sick leave credit each year on the anniversary date of his employment, subject to the provisions of 10:8.

Section 10:6

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 employment, subject to the provisions of 10:8.

Section 10:7

Unused sick days shall continue to accumulate with no maximum for all employees. For purposes of retirement or death each employee hired prior to December 1, 2010 shall have a 200 days maximum and each employee hired after December 1, 2010 will have a 175 day maximum, both subject to the 45% cap as set forth in 10:13.

Section 10:8

Sick leave benefits shall commence with the second consecutive sick day of each sick absence starting with the fourth individual illness in the employee's anniversary year.

Section 10:9

After the expiration of sick leave days and voluntary use of vacation time (including donated vacation time, employee may receive Short Term Disability benefits under the terms of the approved policy for up to twenty five (25) weeks at sixty percent (60%) of the weekly rate of basic earnings capped with a weekly maximum of \$250.

Section 10:9.1

Prior to an employee using short term disability, employees in the bargaining unit will be permitted to donate sick days to another employee in the bargaining unit. Such donation shall be voluntary and will not be unreasonably denied by the Mayor or his/her designee.

Section 10:10

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 10:11

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 shall not return to work until approval is given by said physician and it is received by the responsible Department Head or Supervisor in charge.

Section 10:11.1

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 10:12

It shall be the right of the City through any Department Head and/or Director of Human Resources to indicate existing abuses of sick leave. In such case the Department Head and/or Director of Human Resources 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 10:13

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

ARTICLE XI
LEAVE WITH PAY AND SPECIAL LEAVE

Section 11:1

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 shall not receive granted personal leave until the next fiscal year.

Section 11:2

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 Human Resources. It is understood that leaves of absence will not be granted to specifically pursue other full time paid employment.

Section 11:3

A properly authorized leave of absence shall have no effect 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 own expense. Upon the return to work of the employee, the Department Head shall notify the Human Resources Department giving all necessary information to effectuate the employee's return to work.

Section 11:4

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 or any member of the household. Time taken must be in conjunction with the date of the funeral or memorial service.

Section 11:5

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 or grandchildren, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, son-in-law or daughter-in-law of the employee and the employee's spouse. The City may request proof of attendance if they desire.

ARTICLE XII
MILITARY LEAVE

Section 12:1

An employee departing for military service shall, upon written request, receive payment for unused vacation time accrued to his credit and such employee's seniority rights shall not be impaired during his period of military duty.

Section 12:2

An employee who reports to the City following his honorable release from military service in compliance with USERRA regulations, shall be returned to a position as required by USERRA.

Section 12:3

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 12:4

It is understood that any employee working elsewhere prior to claiming his pre-service position may be denied reemployment as set forth in USERRA regulations.

ARTICLE XIII
JURY DUTY

Section 13:1

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 XIV
PERFECT ATTENDANCE DAYS

Section 14:1

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

Section 14:1.1

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 14:1.2

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 14:1.3

Any lost time in a given quarter shall constitute a break in continuity of perfect attendance unless it is allowable time off as covered in 14:1.4.

Section 14:1.4

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

- a. Earned Vacation
- b. Perfect Attendance Days
- c. Days covered by Workers' Compensation
- d. Funeral Leave and Bereavement Leave
- e. Personal Leave with pay as stated in Section 11:1 (Effective July 1, 1996)

Section 14:1.5

Perfect attendance days may be taken only upon request submitted to the employee's supervisor by the end of the employee's previous shift. Approval shall not be unreasonably withheld. Perfect attendance days must be taken in no less than thirty (30) minute intervals.

ARTICLE XV
UNION BUSINESS LEAVE

Section 15:1

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 (effective July 1, 1996). Meetings at any formal step of the grievance procedure which are mutually scheduled by the Union and the City shall not count against the twenty-five (25) hour total. In adjusting first step grievances, during regular working hours, the Union Grievance Committee shall consist of not more than two (2) Union Officials and the grievant. In adjusting second, third and fourth step grievances during regular working hours, the Union Grievance Committee shall consist of not more than two (2) Union Officials and the grievant. In the event of unusual circumstances, the Union may request to the Director of Human Resources to have three (3) Union officials at Step 4 meetings. If more time is needed by the President of the Union, the Director of Human Resources may grant him, upon request, sufficient time to carry out the provisions of the Agreement. Any employee engaging in union business during working hours must notify his Department Head by noon of the previous workday (or as soon thereafter as he has notice himself), must clear with his immediate supervisor before leaving the job, explaining general reason, approximate length of time and destination of grievance site, and must punch out and punch 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 15:2

Time off with pay up to a maximum of one hundred twenty (120) 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 Director of Human Resources.

ARTICLE XVI
NO STRIKE, NO LOCKOUT

Section 16:1

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 16:2

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 XVII
HOURS OF WORK

Section 17:1

The established work day shall consist of eight (8) consecutive working hours except that during such hours there shall be a one-half (1/2) hour meal period without pay. Effective September 1, 1981, the workday shall be eight (8) consecutive working hours including a one-half (1/2) hour meal period with pay (thereby ending the shift one-half (1/2) hour earlier), providing:

Section 17:1.1

All employees shall eat their meal between 12 noon and 12:30 P.M., including travel time, setup and breakdown time, if any.

Section 17:1.2

If employees leave their work site, they may travel not more than two (2) miles from their work site or, in the case of a crew covering a designated area, not more than two (2) miles from the center of that area, and in any event may only travel to a City facility or public restaurant.

Section 17:1.3

The City may elect to terminate this provision and return to a one-half (1/2) hour lunch period without pay, upon giving ten (10) days written notice to the Union, in which event the parties shall meet to negotiate ways of eliminating unreasonable travel, setup and breakdown time before and after the lunch period.

Section 17:2

The hours of work shall be as follows:

Public Works and Park and Recreations Department:

7:00 a.m. to 3:00 p.m.

Water and Sewer Departments shall have the following shifts:

1st shift	7:00 a.m. to 3:00 p.m.
2nd shift	3:00 p.m. to 11:00 p.m.
3rd shift	11:00 p.m. to 7:00 a.m.

Water Department Meter Section Division:

Monday, Wednesday, Thursday 7:00 a.m. to 3:00 p.m.

Tuesday 7:00 a.m. to 5:30 p.m.

Friday 7:00 a.m. to 12:30 p.m.

The work day of the Solid Waste Division and sweeping may begin at 6:00 a.m. and end at 2:00 p.m. as necessitated by weather conditions such affected employees will be notified of such schedule change by 3:00 p.m. of the preceding calendar day.

Section 17:2.1

Employees in the Water and/or Sewer Departments that work second shift (3:00 p.m. – 11:00 p.m.) shall be able to swap shifts with employees on first shift 7:00 a.m. – 3:00 p.m.) or third shift (11:00 p.m. – 7:00 a.m.) to attend work related classes as long as it is mutually agreed to by the employees, is approved in advance by the City, and does not create an overtime situation. If the swap results in an overtime situation, the City may refuse to grant additional swaps at its sole discretion.

Section 17:2.2

Employees in the Water and/or Sewer Departments that work second shift (3:00 p.m. – 11:00 p.m.) or third shift (11:00 p.m. – 7:00 a.m.) and attend CEU classes necessary to maintain their licenses (i.e. the minimum credits necessary) shall be compensated at straight time for all hours spent attending those necessary classes. Employees will not be compensated for any additional CEU classes or other job related classes voluntarily attended by employees not at the direction of the City.

Section 17:3

Effective for the Water Pollution Control Plant only the Department Head or his/her designee shall prepare and post a work schedule for Senior Process Operators, Process Operators and Transitional Process Operators. Any changes in the work schedules or change in the shift assignment of employees working such schedule must be posted fourteen (14) days in advance. The City intends to maintain the actual work schedules for at least a ninety (90) day period. The City intends to change shift assignments when training is being conducted and to fill scheduled vacancies.

Section 17:4

The established work week shall consist of five (5) consecutive work days, Monday through Friday (except where a different schedule is currently in effect), the total of which shall not exceed forty (40) working hours. The rate of pay for hours worked in excess of the established work-day or work week shall be at the rate of one and one-half (1-1/2) times the employee's regular hourly rate.

Section 17:5

The rate of pay for hours worked on a Sunday, provided such Sunday is not part of the employee's regularly established work week, shall be at the rate of two (2) times the employee's regularly established hourly rate. Such rate, however, shall apply only to the hours starting at midnight Saturday and ending at midnight Sunday.

Section 17:6

If an employee is required to work on a holiday as named in this contract his rate of pay for such hours shall be at the rate of two (2) times his regularly established hourly rate and shall be in addition to his regular established holiday pay. Such rate, however, shall apply only to the hours starting at midnight of the night before said holiday, and ending at midnight of such paid holiday.

Section 17:7

When an employee shall be called for work before or beyond the hours of his established work day he shall be paid at the rate of one and one-half (1-1/2) times his regularly established hourly rate starting from the time he enters duty by ringing the time clock. He shall receive a minimum of four (4) hours pay. The employees under the above conditions may be required to work the four (4) hours covered by the clause setting the four (4) hour minimum.

Section 17:8

When an employee is called in to work before or after the hours of his regular work day, he shall be paid at the appropriate overtime rate for such hours worked starting from the time he enters duty by ringing the time clock. Such employees shall receive a minimum of four (4) hours pay at one and one-half (1-1/2) times his regularly established hourly rate, but he may be required to work such four (4) hours. The four (4) hour minimum does not apply to overtime worked continuously after the employee's regular shift hours or to scheduled overtime. For purposes of this section, scheduled overtime is defined as overtime scheduled within two (2) hours of the beginning of the regular shift and is contiguous to the start of the shift. Such scheduled overtime shall be announced prior to the end of the shift before such scheduled overtime occurs. If call-in work is not completed before the employee's regular shift hours begin, he shall revert to his regular hourly rate, but shall still be eligible for the four (4) hour minimum as compensation for work completed prior to the start of the shift. However, if an employee works his regular shift, and continues to work until the start of his next regular shift, he shall not revert to his regular hourly rate for that next regular shift, and instead shall continue to be compensated at overtime rates.

Section 17:9

Overtime shall be distributed equally within each classification in each of the following: Solid Waste, Streets and Maintenance, and Equipment Maintenance Divisions of the Public Works

Department; Filter Plant, Watershed, Construction, and Meter Section Divisions of the Water Department; Water Pollution Control (Sewer) Department; and Park Department. Only overtime worked by an employee within his classification and his Department or Division as listed above shall be included in computing overtime for equalization purposes. It is understood that overtime in each classification shall be within ten (10) hours during a fiscal year and any employee shall be compensated at his regular hourly rate for the number of hours required for such equalization. Refusal of overtime or inability to be available for overtime shall be considered hours worked in computed equalization.

Section 17:9.1

Employees changing classification shall be entitled to the overtime work of their new position for which they are qualified during their probationary period, and shall be charged with the average number of overtime hours worked by other employees in their new classification on the first day of assignment to the new classification.

Section 17:10

Employees may sign lists posted during the month of May each year to indicate the classifications (other than their own) in which they are willing to work overtime. Such posted lists shall indicate that the overtime opportunities shall become effective by each July 1st annually. Having signed such lists, an employee is expected to be available for overtime. When the City has called an employee once for a given overtime operation and the employee has refused or been unable or unavailable to work overtime, the City is not required to call the same employee again for the same operation, unless the call is for his own classification. However, an employee who accepts a call for overtime in one classification shall still be considered available for overtime in a higher classification if such opportunity occurs during the same overtime operation. Any employee that signs up to work overtime will be removed from that list until the next May if he or she declines the overtime opportunity or fails to answer his or her telephone three (3) times in a row. 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 paid for two (2) hours of overtime or the actual number of hours worked, whichever is less.

Section 17:11

Employees shall be assigned overtime outside their classifications and their Departments or Divisions as listed above only if sufficient manpower cannot be obtained within the classification where the overtime work is needed, and then only in the following order:

Section 17:11.1

Qualified employees in other classifications in the same Department or Division as listed above, by departmental seniority.

Section 17:11.2

Qualified employees in other divisions (if any) in the same Department, by departmental seniority.

Section 17:11.3

Any other qualified City employee.

Section 17:12

Overtime work performed by an employee in a higher classification other than his/her own classification shall be compensated at overtime rates based on the rate for the classification in which the work is performed, at the same step the employee has attained in his/her regular classification. However, if the employee is performing work in a lower classification other than his/her own classification, the employee shall remain at his/her current hourly rate.

Section 17:13

An employee who is absent from duty for any reason other than Perfect Attendance, Vacation, Jury Duty, GPL or Bereavement leave on his regularly scheduled work day shall not be considered available for overtime or emergency work, and shall be so recorded, until he returns to duty. If an employee is absent due to Perfect Attendance, Vacation, Jury Duty, GPL or Bereavement leave and is unavailable for overtime or emergency work, it shall be his responsibility to notify his supervisor in advance. Regardless of the reason for the absence, the City can request said employees to work in emergencies where the City cannot obtain sufficient qualified employees.

When an operation extends beyond the scheduled workday, qualified employees who are working will be given the opportunity to fill the overtime needs first. In the event that overtime needs are not filled by qualified employees who are working or if additional needs arise, employees absent for the above qualifying reasons shall be considered available for call-in in accordance with standard call-in procedures. It is understood that an employee absent for a qualifying reason above will not be considered to fill his own scheduled work assignment.

Section 17:14

Non-bargaining personnel can perform work duties within the scope of their responsibilities provided bargaining unit employees are not affected by such work performance of said non-bargaining employee. A permanent cutback of personnel shall not be considered as affecting bargaining unit employees.

Section 17:15

The Park Department shall use full time park employees when available, for the department's ice skating and sliding programs. It is understood that recreational help in all other programs shall be used in the same manner as has been the practice.

Section 17:16

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 17:17

The parties recognized 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 XVIII
WAGES

Section 18:1

Effective and retro-active to July 1, 2018, the salaries at all classifications and steps on the 2017-2018 salary schedule shall be increased by one and one-half percent (1.5%).

Effective and retro-active to July 1, 2019, the salaries at all classifications and steps on the 2018-2019 salary schedule shall be increased by two and one-quarter percent (2.25%).

Effective July 1, 2020, the salaries at all classifications and steps on the 2019-2020 salary schedule shall be increased by zero percent (0.0%). The City and the Union have agreed to a reorganization of the classifications which includes the changes to the wage scale reflected in the salary schedule.

Effective July 1, 2021, the salaries at all classifications and steps on the 2020-2021 salary schedule shall be increased by two and one-half percent (2.50%).

Section 18:2

On promotion, an employee will be paid at the lowest step of his new position which is greater than the pay for the step he had attained in his previous position, and he shall start accumulating time toward step advancement in his new job as of the date of his promotion; except that an employee previously fully qualified as determined by the overtime list shall be paid the top step of the position. Effective December 9, 2014, an employee whose position has been upwardly reclassified shall be paid in his/her new Code at Step 3 on the salary schedule.

Section 18:3

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

Section 18:4

Whenever a Department Head or Foreman requests an employee to perform work temporarily in a classification higher than his own, the Department Head may insist that the employee be given a four (4) hour period at his regular rate of pay in which to qualify for the higher classification. If the employee is continued in the higher classification, he shall be compensated based on the rate of pay for such higher classification, at the same step the employee has attained in his regular classification. It shall not be necessary for any employee to qualify more than once for any higher

classification. Should a temporary opening occur prior to or after the start of a shift, qualified employees in lower codes in the same department (except in the Water and Sewer Department which will be filled by division) may apply and the senior applicants shall be chosen, except that if it is determined that an employee in an equal or higher code has no work for the day, and if he has more seniority than the most senior applicant in the lower codes, he shall be placed in the highest code in which there is a vacancy prior to any upgrading. While an employee is temporarily assigned to an equal or lower code under the preceding sentence, no other employee will be assigned to perform the duties of his classification, except in the case of an emergency. Should the temporary opening not be filled by seniority, the least senior qualified employee available shall assume said opening. The City shall be the sole judge in determining if a temporary opening is to be filled or not. It is understood that the terms "higher code" and "higher classification" as used in this section refer to higher "paying" codes or classifications; and the term "lower code" as used in this section refers to lower "paying" codes.

Section 18:5

Once exhausting all fully qualified driver collectors, whenever the City needs additional driver/collectors for leaf and Christmas tree collection, and similar operations, it will first assign qualified laborers from the Solid Waste Division by inverse seniority at Code 7 pay. If additional driver/collectors are needed, it will assign qualified laborers from the Street Maintenance Division by inverse seniority at Code 7 pay. If all laborers are assigned and the City still needs additional driver/collectors, qualified employee from all Public Works Divisions will be assigned by inverse department seniority at their regular rate of pay or at Code 7, whichever is greater. This practice shall be followed in all cases except where prevented by other priority operations as determined by the Public Works Director or as assigned.

For purposes of this agreement, "qualified" is intended to mean employees who have been qualified as Streets Truck Driver.

Section 18:6

Employees transferred or requesting transfer to a lower code shall retain the same step in the lower code as they had in the higher code, but shall continue accumulating time toward advance to the next step as of the effective date of the new position.

Section 18:7

A twelve percent (12%) shift differential shall be paid to employees assigned to the second or third shift. This differential shall be included in computing pay for any day on which no work is performed but pay is received.

Section 18:8

Should the City select an employee from the bargaining unit to act in the capacity of Supervisor for the mechanics in the Public Works Garage, it shall pay Code 9A per hour that such employee functions in such capacity. It is understood that said position will not be considered within the purview of the Article in this Agreement entitled "Promotions" and said selection shall be made by the City, with consideration toward seniority.

Section 18:8.1

Should the City select an employee from the bargaining unit to perform Lead Person duties for the Park Department, Public Works Department, Water and Sewer Department, or Water Pollution Control Department, it shall pay Code 9A per hour for the time that said employee acts in such capacity. If the City elects to utilize this option for the purpose of aiding a Supervisor with work crews, said employee(s) shall receive their general direction from the Supervisor in charge. It is further understood that said position(s) shall not be considered within the purview of the article in the Contract entitled "Promotions" and the City shall select the senior qualified employee(s) from within their respective Department. This clause shall not impact practices in Departments where Group Leaders are currently in effect and the City shall continue the existing practices with regard to compensation and placement of employees in Group Leader positions.

Section 18:9

Effective July 1, 1996, when a full snow removal or sanding operation is in effect, the City will assign four (4) bargaining unit employees to act as group leaders at Code 9 pay. These assignments will be filled first from among qualified group leaders in the Street Division, then from among other qualified employees in the Street Division by seniority. The City may continue all other practices relating to the use and supervision of City and hired trucks.

Section 18:10

When the Laboratory Technician is absent from work, qualified bargaining unit employees within Water Pollution Control shall fill the position in accordance with Section 18:4 above. In the absence of qualified substitutes, the City may assign a supervisory or temporary part-time employee during such absence to perform those duties mandated by the State Department of Environmental Protection.

ARTICLE XIX
INSURANCE AND PENSION

Section 19:1

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 plans, and prescription plans subject to employee cost shares as set forth below.

Section 19:1.1

Effective upon ratification of this July 1, 2018 through June 30, 2022 Agreement, employee cost share for July 1, 2018 through June 30, 2019 for the current co-pay plan set forth in Appendix C (this appendix is for reference purposes only, with the Summary Plan Descriptions on file in the City Comptroller's Office) shall be twelve and one-quarter percent (12.25%) of the cost (allocation 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. For this year only, an employee's cost share shall be increased by fourteen dollars (\$14) per week (pre-taxed) if during the preceding calendar year the employee and the employee's enrolled spouse did

not participate in each of the following wellness components: 1) biometric screening, 2) health risk assessment; and 3) age appropriate preventive screenings to include annual exam. This section shall also apply during any period of unpaid leave, except where required to pay the full cost as described in Section 11:3.

Employees hired prior to ratification of this July 1, 2018 through June 30, 2022 Agreement, will have the option of remaining on the co-pay plan set forth in Appendix C. For employees who choose to stay on the co-pay plan, the employees' cost share will increase effective July 1, 2019, to fourteen and one-quarter percent (14.25%) of the cost (allocation 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, 2020, the employees' cost share will increase to sixteen and one-quarter percent (16.25%) and effective July 1, 2021, the employees' cost share will increase to eighteen percent (18%).

Effective upon ratification of this July 1, 2018 through June 30, 2022 Agreement, the High Deductible/HSA (Health Savings Account) plan described below and referenced in Appendix D shall become an optional health insurance plan for employees hired prior to ratification of the 2018-2022 Agreement. For employees hired after ratification of the 2018-2022 Agreement, the High Deductible/HSA shall be the sole insurance plan available to those eligible employees.

HSA	Effective July 1, 2019-June 30, 2022
Deductible	\$2,000/\$4,000
In-Network Benefits	100%
In-Network Co-Insurance	100%
Out of Pocket Max (Inc. Ded)	\$2,000/\$4,000
Preventive Services	100% not subject to deductible
Out of Network Benefits	
Deductible	\$2,000/\$4,000
Coinsurance	80%
Out of Pocket Max (Inc. Ded)	\$4,000/\$8,000
Pharmacy Benefits	100% after deductible
Employer HSA Funding	50%

Employee cost share for the High Deductible/HSA shall be thirteen and one-quarter percent (13.25%) of the cost (allocation 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.

For the July 1, 2019 through June 30, 2022 fiscal years the City's contributions toward the HSA deductible (50%) for employees who elect to participate in the High Deductible/HSA shall be deposited into the employees' HSA accounts in one installment in the first payroll period in July. New hires shall receive the deposit in the first pay period after they have been hired.

The parties acknowledge that the City's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed employees. The City shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

An HRA (Health Reimbursement Account) shall be made available for any employee who is precluded from participating in the HSA bank account because the individual receives Medicare and/or veterans' benefits. The annual maximum reimbursement by the City shall not exceed the City's annual deductible contribution for those in the HSA. Premium contributions for the individuals in the HRA shall be the same as the HDHP/HSA. The City shall have no obligation to reimburse any portion of the HRA for retirees or other individuals upon their separation from employment, except as set forth below in Section 19:4.

Effective July 1, 2020 through June 30, 2022, the High Deductible/HSA plan described above shall remain an optional health insurance plan for employees hired prior to ratification of the July 1, 2018 through June 30, 2022 Agreement. For employees hired after ratification of the 2018-2022 Agreement, the High Deductible/HSA shall be the sole insurance plan available to those eligible employees. Employee cost share for the High Deductible/HSA shall be as follows: Effective July 1, 2020, thirteen and three-quarter percent (13.75%); Effective July 1, 2021 fourteen and one-quarter percent (14.25%) of the cost (allocation 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 upon ratification of this July 1, 2018 through June 30, 2022 Agreement, an employee's cost share as set forth above shall be decreased by one percent (1.0%) if during the preceding calendar 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. This section shall also apply during any period of unpaid leave, except where required to pay the full cost as described in Section 11:3.

Effective June 30, 2022, the City will no longer offer to active employees the co-pay plan in any manner. As of June 30, 2022 all active employees will be on the High Deductible/HSA.

The Patient Protection and Affordable Care Act ("PPACA"; Public Law 111-48) has set forth and codified under the Internal Revenue Code §4980I the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. The impact of the excise tax is scheduled to take effect in 2022. Should any federal statute or regulation pertaining to IRC §4980I be mandated to take effect during the term of this Agreement, triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations in accordance with MERA. During such mid-term negotiations, the parties will re-open the "Insurance" Article, for the purpose of addressing the impact of the excise tax. No other provision of the contract shall be reopened during such mid-term negotiations.

Section 19:1.2

Any employees who holds a CDL License and is required to have a medical exam to maintain his/her license, shall be reimbursed for any out of pocket expenses associated with his/her DOT Physical.

Section 19:2

Subject to 19:1.1, 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 19:2.1

Riders A, B, C, and D

Section 19:2.2

Dependent Child Rider.

Section 19:2.3

At any time, should an alternate dental plan become available, which would provide similar coverage in terms of level of benefits, the City agrees to look at such plan(s) and discuss such plan(s) with the Union. Any decision relative to such plan remains the discretion of the City. At no time should such discussions be deemed negotiations or collective bargaining subject to midterm negotiations rules of MERA, unless otherwise mutually agreed to by the City and the Union.

Section 19:3

Insurance Waiver- If an eligible employee chooses to voluntarily waive insurance he/she shall receive the following waiver payment in July of each fiscal year.

Single Coverage \$1,000

Employee plus one or Family Coverage: \$2,000

Dual insured City employees will not be eligible for this waiver payment.

Section 19:4

Effective July 1, 1996, 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 19:1, 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 19:4.2, Section 19:4.4 and 19:4.5 below. Employees who are eligible for the benefits set forth in this section, who retire on or prior to June 30, 2022, and who remained on the co-pay plan under this July 1, 2018 through June 30, 2022 Agreement (i.e., do not switch back and forth between the co-pay plan and the High Deductible/HSA) prior to retirement will have the option to remain on the co-pay plan during retirement as set forth in this section. The co-pay plan will not be available after June 30, 2022. For all other employees the High Deductible/HSA will be the only plan available during retirement. The City shall have no obligation to reimburse any portion of the HRA deductible for retirees or other individuals upon their separation from employment, except

- a. For employees who retire between July 1, 2022, and June 30, 2023, and who are eligible for retiree health insurance, the City will reimburse up to 50% of the deductible annually

through an HRA for a period of five (5) years starting in the fiscal year following retirement.

- b. For employees who retire between July 1, 2023, and June 30, 2024, and who are eligible for retiree health insurance, the City will reimburse up to 50% of the deductible annually through an HRA for a period of four (4) years starting in the fiscal year following retirement.
- c. For employees who retire between July 1, 2024, and June 30, 2025, and who are eligible for retiree health insurance, the City will reimburse up to 50% of the deductible annually through an HRA for a period of three (3) years starting in the fiscal year following retirement.
- d. For employees who retire between July 1, 2025, and June 30, 2026, and who are eligible for retiree health insurance, the City will reimburse up to 50% of the deductible annually through an HRA for a period of two (2) years starting in the fiscal year following retirement.
- e. For employees who retire between July 1, 2026, and June 30, 2027, and who are eligible for retiree health insurance, the City will reimburse up to 50% of the deductible annually through an HRA for a period of one (1) year starting in the fiscal year following retirement.

Section 19:4.1

Effective for all new employees hired after December 1, 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 19:1, 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 19:4.3, 19:4.4 and 19:4.5 below.

Employees who are eligible for the benefits set forth in this section, who retire on or prior to June 30, 2022, and who remained on the co-pay plan under this July 1, 2018 through June 30, 2022 Agreement (i.e., do not switch back and forth between the co-pay plan and the High Deductible/HSA) prior to retirement will have the option to remain on the co-pay plan during retirement as set forth in this section. The co-pay plan will not be available after June 30, 2022. For all other employees the High Deductible/HSA will be the only plan available during retirement. The City shall have no obligation to reimburse any portion of the HRA deductible for retirees or other individuals upon their separation from employment, except

- a. For employees who retire between July 1, 2022, and June 30, 2023, and who are eligible for retiree health insurance, the City will reimburse up to 50% of the deductible annually through an HRA for a period of five (5) years starting in the fiscal year following retirement.
- b. For employees who retire between July 1, 2023, and June 30, 2024, and who are eligible for retiree health insurance, the City will reimburse up to 50% of the deductible annually

through an HRA for a period of four (4) years starting in the fiscal year following retirement.

- c. For employees who retire between July 1, 2024, and June 30, 2025, and who are eligible for retiree health insurance, the City will reimburse up to 50% of the deductible annually through an HRA for a period of three (3) years starting in the fiscal year following retirement.
- d. For employees who retire between July 1, 2025, and June 30, 2026, and who are eligible for retiree health insurance, the City will reimburse up to 50% of the deductible annually through an HRA for a period of two (2) years starting in the fiscal year following retirement.
- e. For employees who retire between July 1, 2026, and June 30, 2027, and who are eligible for retiree health insurance, the City will reimburse up to 50% of the deductible annually through an HRA for a period of one (1) year starting in the fiscal year following retirement.

Section 19:4.2

Effective July 1, 1988, 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, carrier permitting.

Section 19:4.3

For all new employees hired after December 1, 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 19:4.4

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 19:4.5

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 19:5

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

Section 19:6

At any time should alternate health insurance become available through the State of Connecticut, MEHIP, or a similar pooling concept which would provide equivalent 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 Union shall, upon request of the City, meet and negotiate possible inclusion into such plan or plans for the bargaining unit.

Section 19:7

The City shall provide and pay for each employee a Term Life Insurance Policy in the amount \$50,000.

Section 19:8

Any City employee who shall suffer personal injury in the performance of his 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 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 260 working days of absence due to a particular injury, including recurrences of that injury.

Section 19:9

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

Section 19:10

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 as modified below. Effective December 1, 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.

The multiplier for years of service of 2.40% shall be unchanged for employees with twenty-five (25) years of service as of July 1, 2019, or who were otherwise eligible to retire with full benefits on or before July 1, 2019.

For other current employees, the 2.40% multiplier will remain unchanged, but the total amount of pension for these employees shall not exceed one hundred percent (100%) of average annual pay as it exists in the current pension policy (best 3 years of the last 10 years).

Employees hired after ratification of the 2018-2022 Agreement shall have a pension multiplier of 2.0%, but in no event should the total amount of pension for these employees exceed seventy two percent (72%) of average annual pay. Employees hired after ratification of the 2018-2022 Agreement shall make employee contributions of 7% of all pay on a pre-tax basis in accordance with this Article.

Section 19:10.1

An employee in the bargaining unit who is not vested in any manner in the City's retirement fund and who terminates employment with the City may elect at any time to withdraw his/her contributions from the City's retirement fund, including interest thereon in accordance with the Section 2-86(b) of the City's Ordinances. In the event a terminated employee is reinstated within one year from date of termination and the employee has withdrawn his/her contributions, meeting the Continuous Service definition of Section 2-66 of the City's Ordinances, the employee shall have the option to purchase back the time accrued while previously employed with the City. The amount to be paid shall be calculated as the full amount of the refund received plus interest to the date of the selection decision. The employee will only receive continuous service, credited service and service for the time purchased which excludes time not employed with the City. A rehired employee shall have the sixty (60) day period following reemployment to make this election and will be required to repay refunded contributions within one year thereafter plus interest to the date of the selection decision which shall be made in writing and dated.

Section 19:10.2

Any employee who previously served and was honorably discharged from the United States Military shall be eligible to purchase up to two (2) years of service in the Bristol Pension Plan if the plan allows it. The two (2) years purchased shall be for retirement purposes only and shall not apply to the employee's seniority.

ARTICLE XX **CONTRACT WORK**

Section 20:1

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 the Agreement.

ARTICLE XXI
NO DISCRIMINATION

Section 21:1

Both parties agree to continue their policies of not discriminating against any employee on the basis of race, color, religion, age, sex, sexual orientation, gender identity, gender expression, national origin, ancestry, veteran status, marital status, residency, or physical or mental 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 XXII
MISCELLANEOUS

Section 22:1

Whenever it is determined that gloves are necessary to perform job duties, the City shall furnish proper work gloves. The City shall also furnish a rain suit and rubber boots. These items shall be replaced upon inspection if rendered unserviceable because of damage or wear on the job.

Section 22:1.1

Bargaining unit employees will be reimbursed each fiscal year up to \$180 for the purchase of boots. In order to receive the reimbursement, bargaining unit employees must submit a receipt to the Comptroller within 30 days of the purchase of the boots.

Section 22:2

Seasonal uniforms shall be furnished for the meter technicians, all employees of the Fleet Maintenance Division and all employees of WPC. All uniforms furnished must be worn.

Section 22:3

The Union will have representation on the Safety Committee.

Section 22:4

Should an employee's driver's license be suspended for a period of not more than one (1) year for a misdemeanor, he shall be allowed to retain his classification without loss of pay if his/her position does not require regular utilization of a driver's license or CDL as determined by the City. If an employee regularly uses his/her license or CDL as determined by the City, and such employee loses his/her license or CDL, it is understood that such employee's position will be immediately posted, and the employee must immediately post for the next position for which he is qualified. During this period, such employee shall perform work for which he is qualified as determined by the City and shall receive the rate of pay for the classification of work he/she is performing. If such employee cannot successfully post into a position within three (3) months, such employee shall be terminated at the City's discretion. In any case, no employee shall be allowed to avail himself of the above stated accommodations more than once during their employment; a second occurrence of a suspended driver's license will result in termination of employment.

Section 22:5

The following rules for time clocks shall pertain in general to all departments in which the City may deem it necessary to have time clocks. Should there be any department variation from time to time as it deals with time clocks, said variations shall be posted in a conspicuous place near the time clock.

Section 22:5.1

Each employee shall punch his own time card or be subject to dismissal.

Section 22:5.2

Employees can only punch in within the fifteen (15) minutes preceding the start of his shift.

Section 22:5.3

Employees can only punch out within the last three (3) minutes of the shift unless otherwise excused, and shall be considered to be continuously on duty until the end of the shift.

Section 22:5.4

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.

Section 22:5.5

Punching out and in for lunch periods will be at the discretion of the Department Head but shall not exceed thirty (30) minutes.

Section 22:5.6

Time shall be computed in ten (10) equal periods of time per hour of employment.

Section 22:5.7

If a violation or violations exist making any type of disciplinary action necessary by the City, such action will be taken within twenty (20) days from the time the City became aware of such infractions. Upon reasonable request, the City shall be granted an extension if needed in order to investigate the violation(s).

Section 22:6

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 22:7

Each employee in the bargaining unit shall be entitled to one coffee break during the first half of his day's assignment, to be scheduled by mutual agreement between the employee and his

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 22:8

The Union may designate one representative or alternate to attend Workers' Compensation hearings.

Section 22:9

All employees shall have the right to review their personnel files within two (2) working days upon written request to the Director of Human Resources.

Section 22:10

The Union and the City agree that annually, during the summer months, the City shall place BCO employees in all 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 22:11

The City's "Controlled Substances" Policy shall be implemented in accordance with Appendix B attached.

Section 22:12

The stipulated award on leaf collection is terminated. All leaf collection shall be performed by the Solid Waste Division, including when performed on overtime.

Section 22:13

Employees' glasses that are broken in the performance of their duty shall be replaced with comparable glasses (including frames) at the expense of the City. The City shall not be responsible for replacement if glasses are broken through willful or wanton negligence or horseplay.

Section 22:14

Employees who have successfully completed their probationary period are eligible for tuition reimbursement. The City shall pay the cost for an employee's tuition if the course is related to an employee's position or a position that the employee may be promoted to. The employee must achieve a passing grade of "C" or better to be eligible. An official school transcript and/or an itemized bill(s) for tuition must be submitted in order to be reimbursed for the course(s).

Section 22:15

Wages will be paid bi-weekly via direct deposit effective July 1, 2019, or as soon as practicable thereafter. The City will give ninety (90) days notice prior to implementation of bi-weekly pay. In order to help current employees adjust to bi-weekly pay, the City is willing to advance current employees one week of pay at the time the City moves to bi-weekly pay. When an employee

terminates (through e.g., discharge, retirement, or resignation) or otherwise leaves employment with the City, the one week advanced will be withheld for the employee's last paycheck at the rate at which it was advanced.

ARTICLE XXIII
DURATION

Section 23:1

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 23:2

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 23:3

This Agreement shall become effective upon ratification by both parties and shall remain in full force and effect through June 30, 2022 and from year to year thereafter unless modified as provided herein.

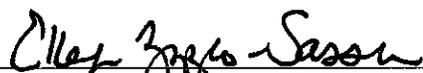
Section 23:4

On or before March 1, 2022, 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.

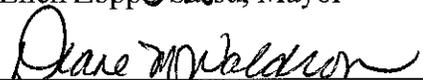
**ARTICLE XXIV
SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this 30th
day of January, 2020.

**REPRESENTING
THE CITY OF BRISTOL**



Ellen Zoppo Sassu, Mayor



Diane Waldron, Comptroller

**REPRESENTING LOCAL #1338 OF
COUNCIL #4, AFSCME, AFL-CIO**



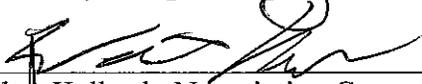
Travis Cromack, Staff Rep., AFSCME



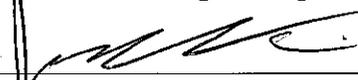
Paul Keegan, Union President



Chester Cyr, Negotiating Committee



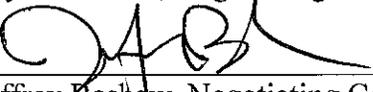
Walter Kalbach, Negotiating Committee



Justin Nenninger, Negotiating Committee

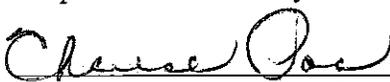


Bryan Roberts, Negotiating Committee



Jeffrey Bashaw, Negotiating Committee

As per vote of the City Council on November 19, 2019.



Therese Pac, Town and City Clerk

CODE AND WAGE SCHEDULE EFFECTIVE JULY 1, 2018
BASED ON 40 HOURS
RATE, CODE AND RANGE
REFLECTS 1.50% INCREASE

<u>CODE</u>	<u>GENERAL CLASSIFICATION</u>	<u>Starting Wage</u>	<u>End of Six Month's Service</u>	<u>End of One Year's Service</u>
3	Laborer	\$18.62	\$20.65	\$21.46
4	Park Maintainer Park Yard Attendant Yardman/Custodian	\$20.40	\$22.33	\$22.74
5	Jeep Operator, Park Laborer Helper Preventive Maintenance Man Skilled Laborer Transfer Station Attendant	\$20.48	\$22.82	\$23.41
6	Dispatcher Yardman Landscape Gardener Sanitation Truck Driver Semi-Skilled Craftsman Transitional Process Operator Truck Driver-Light (Park) Truck Driver-Light (Utility Truck) Truck Driver-Heavy Water Treatment Plant Operator Water Utility Service Person	\$21.55	\$23.71	\$24.06
7	Aerial Tree Bucket Truck Driver Construction Coordinator Driver/Collector Landfill/Transfer Station Attendant/Scale Operator Light Equipment Operator Mechanics Helper/Small Equipment Repairer Meter Technician Meter Technician/Cross Connection Control Inspector Process Operator Skilled Craftsman Truck Driver (WPC) Truck Driver-Heavy (Park) Truck Driver-Heavy (Tree Crew) Truck Driver-Heavy (Water) Water Treatment Plant Operator-Class III	\$22.78	\$24.84	\$25.47

<u>CODE</u>	<u>GENERAL CLASSIFICATION</u>	<u>Starting Wage</u>	<u>End of Six Month's Service</u>	<u>End of One Year's Service</u>
8	Backhoe Operator Bulldozer Crew Leader - Water Equipment Maintenance Coordinator Front End Loader Operator Grader Operator Heavy Equipment Operator Laboratory Technician Mechanical Maintenance Technician Park Tractor Operator (Machine Operator B) Skilled Craftsman Operator Skilled Utility Craftsman Snowblower Sweeper Operator Transfer/Landfill/Recycling Truck Driver-Heavy Truck Driver-Heavy (Class A) Vactor Truck Driver-Catch Basin Crew Leader Water Treatment Plant Operator-Class IV Water Utility Equipment Operator WPC Sewer Rehabilitation & Maintenance Operator	\$23.97	\$26.38	\$26.79
9	Carpenter Carpenter Maintenance Man Chief Water Treatment Plant Operator (Temp-No Cert) Crew Leader WPC Group Leader Landfill/Transfer Station Operator Mechanic Street Maintenance Crew Leader Street Maintenance Equipment Operator Tree Maintenance Crew Leader	\$25.22	\$27.66	\$28.15
9A	Lead Person Assignment Group Leader Class III Water Supervisor of Mechanics	\$26.13	\$28.58	\$29.05
10	Chief Water Treatment Plant Operator Electro-Mechanical Maintenance Technician Process Operator Class III Senior Process Operator	\$26.47	\$29.05	\$29.54

**CODE AND WAGE SCHEDULE EFFECTIVE JULY 1, 2019
 BASED ON 40 HOURS
 RATE, CODE AND RANGE
 REFLECTS 2.25% INCREASE**

<u>CODE</u>	<u>GENERAL CLASSIFICATION</u>	<u>Starting Wage</u>	<u>End of Six Month's Service</u>	<u>End of One Year's Service</u>
3	Laborer	\$19.04	\$21.11	\$21.94
4	Park Maintainer Yardman/Custodian	\$20.86	\$22.83	\$23.25
5	Jeep Operator, Park Laborer Helper Preventive Maintenance Man Skilled Laborer Transfer Station Attendant	\$20.94	\$23.33	\$23.94
6	Dispatcher Yardman Landscape Gardener Sanitation Truck Driver Semi-Skilled Craftsman Transitional Process Operator Truck Driver-Light (Park) Truck Driver-Light (Utility Truck) Truck Driver-Heavy Water Utility Service Person	\$22.03	\$24.24	\$24.60
7	Aerial Tree Bucket Truck Driver Construction Coordinator Driver/Collector Landfill/Transfer Station Attendant/Scale Operator Light Equipment Operator Mechanics Helper/Small Equipment Repairer Meter Technician Meter Technician/Cross Connection Control Inspector Process Operator Skilled Craftsman Truck Driver (WPC) Truck Driver-Heavy (Park) Truck Driver-Heavy (Tree Crew) Truck Driver-Heavy (Water) Water Treatment Plant Operator Water Treatment Plant Operator/Maintenance Technician	\$23.29	\$25.40	\$26.04

<u>CODE</u>	<u>GENERAL CLASSIFICATION</u>	<u>Starting Wage</u>	<u>End of Six Month's Service</u>	<u>End of One Year's Service</u>
8	Backhoe Operator Bulldozer Crew Leader - Water Equipment Maintenance Coordinator Front End Loader Operator Grader Operator Heavy Equipment Operator Laboratory Technician Mechanical Maintenance Technician Park Tractor Operator (Machine Operator B) Skilled Craftsman Operator Skilled Utility Craftsman Snowblower Sweeper Operator Transfer/Landfill/Recycling Truck Driver-Heavy Truck Driver-Heavy (Class A) Vactor Truck Driver-Catch Basin Crew Leader Water Treatment Plant Operator-Class III Water Utility Equipment Operator WPC Sewer Rehabilitation & Maintenance Operator	\$24.51	\$26.97	\$27.39
9	Carpenter Carpenter Maintenance Man Crew Leader WPC Facilities Maintenance Technician Group Leader Landfill/Transfer Station Operator Mechanic Street Maintenance Crew Leader Street Maintenance Equipment Operator Tree Maintenance Crew Leader Water Treatment Plant Operator-Class IV	\$25.79	\$28.28	\$28.78
9A	Lead Person Assignment Group Leader Class III Water Supervisor of Mechanics	\$26.72	\$29.22	\$29.70
10	Electro-Mechanical Maintenance Technician Process Operator Class III Senior Process Operator	\$27.07	\$29.70	\$30.20

**WAGE SCHEDULES
BASED ON 40 HOURS**

Effective July 1, 2020 a new wage schedule structure will be implemented. Codes will move into Maintainer I, II, III and IV Classifications. Once the codes are reorganized into the Maintainer Classifications, an employee in that Classification who performs work in any of the old codes consolidated into that Classification will not be paid more than the step he or she is presently on in that Classification. This shall not apply if any employee works in another Maintainer Classification.

Codes 3, 4 & 5 will become Maintainer I. Employees in Code 3 will move to step 1, employees in Code 4 will move to step 2 and employees in code 5 will move to step 3.

Codes 6 and 7 will become Maintainer II. Employees in Code 6 will move to step 2 and employees in code 7 will move to step 3.

Codes 8 and 9 will become Maintainer III. Employees in Code 8 will move to step 2 and employees in code 9 will move to step 3. Note: Process Operator (former code 7) and Skilled Craftsman with a Distribution III License, Truck-Driver Heavy (Water) with a Distribution III License & Meter Tech/Cross Connection Control Inspector with a Distribution III License (new positions) will move to step 2 of this Classification.

Codes 9A and 10 will become Maintainer IV. Employees in Code 9A will move to step 2 and employees in code 10 will move to step 3. Note: Mechanic (former code 9) will move to Step 1 of this Classification.

2020-2021
Reflects 0.0% Increase

	Step		
	Start	End of 6 Months	End of 1 Year
Classification	1	2	3
Maintainer I	22.83	24.19	24.90
Maintainer II	24.40	25.60	27.09
Maintainer III	27.15	28.50	29.95
Maintainer IV	30.35	30.90	31.43

2021-2022
Reflects 2.5% Increase

	Step		
	Start	End of 6 Months	End of 1 Year
Classification	1	2	3
Maintainer I	23.40	24.79	25.52
Maintainer II	25.01	26.24	27.77
Maintainer III	27.83	29.21	30.70
Maintainer IV	31.11	31.67	32.22

MEMORANDUM OF AGREEMENT #1

Section 1. In the event any functions currently performed by members of the bargaining unit are transferred to any multi-town entity (such as regional sanitation facility), and if any member of the Local 1338 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 1338 under the Municipal Employee Relations Act.

Section 2. With reference to Article VI, Grievance Procedure, Section 1, Step 3, it is understood and agreed that during the term of this Agreement the Director of Human Resources shall be the Mayor's designee for the purpose of hearing and answering grievances in this bargaining unit.

Section 3. In the event the City wishes to make a specific proposal with respect to an incentive system for the sanitation division, then upon request of the City the Union shall reopen negotiations concerning that issue, notwithstanding the provisions of Article XXIII. The obligation of the parties shall be limited to the duty to negotiate in good faith, and to implement any negotiated agreement which may be voluntarily reached. Statutory impasse resolution procedures shall not apply.

**City of Bristol Water Department
and
Local #1338 AFSCME, Council #4**

MEMORANDUM OF AGREEMENT

It is hereby stipulated and agreed to on June 10, 1981, by and between the City of Bristol Water Department and Local #1338 AFSCME of Council #4 that the following procedure will be implemented for those employees on call in the Water Department.

1. Operators at the Filtration Plant will ask two basic questions of all callers to determine if the call is for the inside or meter shop man, or if it is for the construction crew or outside man:
 - a. Is water coming up outside of the building, in which case the call will be referred to the outside man,or
 - b. Is water coming into the cellar, in which case the call will be referred to the meter shop man.
2. After the above determination has been made, the proper individual "on call" will be called first by beeper and given ten minutes to respond. Secondly, he will be called by phone once, and if he does not respond to this call, the call will go to the other man on call.
3. If any assistance is required, it shall be provided by the senior qualified man or men in the division in which the work is to be performed.
4. The rate of standby pay for "on call" will be ten hours pay at the employee's regular straight time hourly rate for each tour of on-call duty (from first shift Monday to the first shift in the next work week). The man who is on call over a holiday period will receive his holiday pay plus four hours pay for the holiday on call.

This stipulation will be effective as of June 12, 1981. (Amended December 9, 2014 and January 23, 2019)

MEMORANDUM OF AGREEMENT

The City of Bristol and Local #1338 AFSCME, Council #4 in the negotiations for the 2018-2022 have agreed as follows:

Effective July 1, 2020, when the new wage schedule structure is implemented and codes move into Maintainer I, II, III and IV Classifications the following changes to listed articles of the 2018-2022 shall also be implemented. These revisions will be incorporated into the body of the contract as part of the negotiations for the successor to the 2018-2022 Agreement.

Article V - LAYOFFS

Section 5:1

When it becomes necessary to reduce the 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.

Notwithstanding the above paragraph an employee may bump to a position he/she held in a Maintainer Classification in the same department so long as he/she previously passed probation in that position, is still qualified, and has more departmental seniority than the current incumbent.

Should no bumping opportunities exist within the same department, an employee may bump to a position held by the least senior employee (by bargaining unit seniority) from amongst Maintainer Classifications from the remaining departments within the bargaining unit provided they are qualified as determined by the Director of Human Resources. In the event that bargaining unit seniority for the least senior Maintainer employees is equal, city seniority shall apply, followed by department seniority if necessary. Such bumped employee shall have no bumping rights.

Prior to the City's decision to lay off employees, the City agrees to discuss possible alternatives to layoffs with the union leadership. Such discussions shall not constitute bargaining and any decision to lay off employees shall remain the sole discretion of the City. At no time either at the time of a layoff or during a layoff will the City contract out the primary duties of any employees that are laid off.

Section 5:3

Any employee who is laid off shall retain recall rights in accordance with his seniority for a period of three (3) years from the date of his layoff. Recall rights shall apply to the employee's former classification or any classification in an equal or lower Maintainer Classification which he is qualified to perform. An employee shall lose all recall rights if he rejects recall to his former classification, but shall not lose recall rights for refusing recall to a lower Maintainer Classification, and shall not lose recall rights to his original Classification by accepting recall to any other Classification. An employee also shall not lose recall rights for refusing recall because of temporary verified physical incapacity. The recall rights of this section apply only to non-probationary employees.

Article XVIII - WAGES

Section 18:2

On promotion, an employee will be paid at the lowest step of his new Maintainer Classification which is greater than the pay for the step he had attained in his previous Maintainer Classification, and he shall start accumulating time toward step advancement in his new Maintainer Classification as of the date of his promotion; except that an employee previously fully qualified as determined by the overtime list shall be paid the top step of the Maintainer Classification.

Section 18:3

If an employee accepts a different position in the same Maintainer Classification, he shall be paid at the same step he had attained in his previous position, and time served at such step in his previous position shall count toward step advancement in his Maintainer Classification.

Section 18:4

Whenever a Department Head or Foreman requests an employee to perform work temporarily in a classification higher than his own, the Department Head may insist that the employee be given a four (4) hour period at his regular rate of pay in which to qualify for the higher classification. If the employee is continued in the higher classification, he shall be compensated based on the rate of pay for such higher classification, at the same step the employee has attained in his regular classification. It shall not be necessary for any employee to qualify more than once for any higher classification. Should a temporary opening occur prior to or after the start of a shift, qualified employees in lower codes in the same department (except in the Water and Sewer Department which will be filled by division) may apply and the senior applicants shall be chosen, except that if it is determined that an employee in an equal or higher Maintainer Classification has no work for the day, and if he has more seniority than the most senior applicant in the lower Classification, he shall be placed in the highest Classification in which there is a vacancy prior to any upgrading. While an employee is temporarily assigned to an equal or lower Classification under the preceding sentence, no other employee will be assigned to perform the duties of his classification, except in the case of an emergency. Should the temporary opening not be filled by seniority, the least senior qualified employee available shall assume said opening. The City shall be the sole judge in determining if a temporary opening is to be filled or not. It is understood that the term "higher classification" as used in this section refer to higher "paying" Maintainer classifications; and the term "lower Classification" as used in this section refers to lower "paying" Maintainer Classifications.

Section 18:5

Once exhausting all fully qualified driver collectors, whenever the City needs additional driver/collectors for leaf and Christmas tree collection, and similar operations, it will first assign qualified laborers from the Solid Waste Division by inverse seniority at Maintainer II, step 3. If additional driver/collectors are needed, it will assign qualified laborers from the Street Maintenance Division by inverse seniority at Maintainer II, step 3 pay. If all laborers are assigned

and the City still needs additional driver/collectors, qualified employee from all Public Works Divisions will be assigned by inverse department seniority at their regular rate of pay or at Maintainer II, step 3, whichever is greater. This practice shall be followed in all cases except where prevented by other priority operations as determined by the Public Works Director or as assigned.

Section 18:6

Employees transferred or requesting transfer to a lower Maintainer Classification shall retain the same step in the lower Maintainer Classification as they had in the higher Maintainer Classification, but shall continue accumulating time toward advance to the next step as of the effective date of the new position.

Section 18:8

Should the City select an employee from the bargaining unit to act in the capacity of Supervisor for the mechanics in the Public Works Garage, it shall pay a Maintainer IV Classification rate per hour that such employee functions in such capacity. It is understood that said position will not be considered within the purview of the Article in this Agreement entitled "Promotions" and said selection shall be made by the City, with consideration toward seniority.

Section 18:8.1

Should the City select an employee from the bargaining unit to perform Lead Person duties for the Park Department, Public Works Department, Water and Sewer Department, or Water Pollution Control Department, it shall pay a Maintainer IV Classification rate per hour for the time that said employee acts in such capacity. If the City elects to utilize this option for the purpose of aiding a Supervisor with work crews, said employee(s) shall receive their general direction from the Supervisor in charge. It is further understood that said position(s) shall not be considered within the purview of the article in the Contract entitled "Promotions" and the City shall select the senior qualified employee(s) from within their respective Department. This clause shall not impact practices in Departments where Group Leaders are currently in effect and the City shall continue the existing practices with regard to compensation and placement of employees in Group Leader positions.

Section 18:9

Effective July 1, 1996, when a full snow removal or sanding operation is in effect, the City will assign four (4) bargaining unit employees to act as group leaders at a Maintainer III Classification rate of pay. These assignments will be filled first from among qualified group leaders in the Street Division, then from among other qualified employees in the Street Division by seniority. The City may continue all other practices relating to the use and supervision of City and hired trucks.

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

CONTROLLED SUBSTANCES

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.

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; and 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.

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:

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.
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.
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.

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

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.

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.

APPENDIX C

City of Bristol
CIGNA Benefits at a Glance (Effective January 1, 2018)

	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	\$300	You pay 20% Plan pays 80% After the deductible is met
Outpatient Surgery Copayment	\$150	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>)	\$0	\$1000/\$2000/\$3000
Calendar year out-of-pocket maximum (<i>individual/2-member family/3+ member family</i>)	\$3000/\$6000/\$9000	\$3000/\$6000/\$9000
Lifetime Maximum	Unlimited	

PREVENTIVE CARE

Routine Preventive Care - (Routine well child care, routine OB/GYN care, routine health examinations) - <i>unlimited, DOT Physical</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	\$25 Copay	
High cost diagnostics (<i>includes CAT, CTA, PET, SPECT, MRA, MRI</i>) Copay capped at 4 tests	\$100 Copay	
Allergy Services <i>Office visits/testing</i> <i>Injections</i>	\$30 Copay No charge	

HOSPITAL CARE - Prior authorization required.

Semi-private room	\$300 Copay	You pay 20% Plan pays 80% After the deductible is met
Maternity and newborn care	\$300 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>	\$150 Copay	

EMERGENCY CARE

Walk-in/Urgent Care	\$50 Copay	\$50 Copay
Hospital emergency room - <i>copayment waived if admitted</i>	\$150 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	\$20 per office visit Copay for 50 days	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 <i>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	\$300 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	
Retain Brand Non-Formulary	\$40	
Mail Order Generic	\$20	
Mail Order Brand Formulary	\$50	
Mail Order Brand Non-Formulary	\$80	
Prescription Annual Maximum	Unlimited	
Pharmacy Out-of-pocket Maximum	\$2,000/\$3,000/\$4,000	\$2,000/\$3,000/\$4,000

*Assumes mandatory generic substitution - preferred formulary, retail rx capped at 30 day supply, preventive/wellness drug benefit with \$0 co-pay which is subject to change.

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 D

HDHP Benefit Summary

The HDHP benefit summary is available for review in the Comptroller's Office.