

**WORKING AGREEMENT**

**BETWEEN**

**THE CITY OF BRISTOL**

**AND**

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



**JULY 1, 2022 - JUNE 30, 2025**

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## **PREAMBLE**

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

## **ARTICLE I** **RECOGNITION**

### **Section 1:1**

The City recognizes the Union as the representative for the sole purpose of collective bargaining for the employees of City Hall, Department of Aging Services, Fire Department, Police Department, Water & Sewer Department, and the Library (excluding Library Pages, Administrative Assistant to the Police Chief, Executive Assistant to the Mayor, Assistant to the Comptroller, Assistant Director of Human Resources, Human Resources Analyst, and supervisors as defined by the State Board of Labor Relations). Part-time employees working less than twenty (20) hours per week are included, however, application of this Agreement to those employees is limited and detailed in Section 22:1 herein. The positions included are more specifically listed on the salary schedules included herein.

## **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 this 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 233 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 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.

#### **Section 2:4**

Dues Reports:

Each month the Employer will submit information on employees represented by the bargaining unit in the format of an excel spreadsheet to the Union via a secure upload site to be provided by the Union. The spreadsheet will contain the following information for all employees represented by the bargaining unit: Last Name, First Name, Middle Initial, Hire Date, dues paid, job title, home address, work email.

Each month the Employer shall furnish to the Union a report showing all personnel transactions adding to or deleting employees to all departments represented by the bargaining unit.

In addition the Employer agrees to send the monthly dues deducted from the employees to Council 4 monthly.

### **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 within the bargaining unit. For the purpose of this Article, Engineering shall be treated as a separate department within the Department of Public Works; and Adult Services, Children Services and Manross Branch shall be treated as separate departments within the Library.

#### **Section 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/her recall rights, he/she shall be credited at the time of recall with the same seniority he had as of the date of his/her layoff.

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

### **Section 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. The Union agrees the City has the right to contract out the stripping and waxing of floors, and/or groundskeeping and landscaping, but if it exercises this right it shall remove the duties in question from the job descriptions of the affected classifications.

### **Section 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 4:1.1**

Any employee may make application only by him/herself via the City's online application system.

### **Section 4:2**

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

### **Section 4:2.1**

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

### **Section 4:2.2**

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

### **Section 4:2.3**

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

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

**Section 4:2.4**

If the City requires a test for any job vacancy during the term of this Agreement, the City shall continue to require a test for any future vacancy in that classification for the duration of this Agreement. The City may, if it desires, also administer the test to applicants outside the bargaining unit at the same testing session. Except when filling a position of Public Safety Dispatcher, applicants from outside of the bargaining unit may only be selected after bargaining unit employees are exhausted.

Should only one employee from the bargaining unit apply for a position for which they had already tested and passed one or more parts of the same examination process within the prior 12 month period, the Union and City shall waive the testing requirement for the test part(s) already passed. Should more than one employee from the bargaining unit apply for a position, all employees shall be required to test. However, any employee who had already tested and passed one or all parts of the examination process for the same position within the prior 12 month period may choose to keep their previous score(s) or elect to retest.

**Section 4:2.5**

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

**Section 4:3**

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

**Section 4:3.1**

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

**Section 4:3.2**

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

**Section 4:4**

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

#### **Section 4:5**

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

#### **Section 4:6**

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

#### **Section 4:7**

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

#### **Section 4:8**

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

#### **Section 4:9**

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

#### **Section 4:10**

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

#### **Section 4:11**

In that the City reserves the right to select the best qualified applicant from inside or outside of the bargaining unit, only the following sections of this Article shall apply when filling a position

of Public Safety Dispatcher: 4:1, 4:1.2, 4:2, 4:2.1, 4:2.2, 4:2.4, 4:2.5, 4:7, 4:9, 4:10, and 4:11. Internal candidates will be given fair consideration.

**ARTICLE V**  
**LAYOFFS**

**Section 5:1**

When it becomes necessary to reduce the work force, or a job is eliminated, layoffs will be according to departmental seniority and the qualified employee, with more seniority may bump a less senior employee in an equal or lower classification if scheduled for layoff or job elimination.

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

**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.

**Section 5:5**

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

**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/her responsible supervisor. Such oral grievance shall be orally settled within two (2) working days or it shall be reduced to writing by the aggrieved.

**Section 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/her designee within five (5) working days of step two answer. A meeting shall be scheduled within ten (10) working days of receipt of request and the Mayor or his/her designee shall answer the grievance in writing within ten (10) days of the meeting. The Director of Human Resources shall be the Mayor's designee for the purposes of answering grievances in this bargaining unit.

**Section 6:1.4**

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

**Section 6:2**

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

**ARTICLE 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/she so requests, be granted an interview with his/her Union Representative before he/she 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, notify the employee in the presence of a Union Steward that he/she will receive a written warning stating the time, date, and nature of the violation. A copy will be distributed to the employee, Union, Director of Human Resources, and 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, it 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 the disciplinary steps for each different violation. If he/she is part way along in the procedure for one type of violation and another type of violation occurs which warrants disciplinary action, it shall occur as the next step. Depending on the relative seriousness of any offense, disciplinary action may begin at any step in the procedure.

**Section 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/her disciplinary history.

**ARTICLE VIII**  
**HOLIDAYS**

**Section 8:1**

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

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

**Section 8:2**

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

**Section 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/her regular day’s pay for the holiday without the day being charged against his/her sick leave.

**Section 8:6**

For Library employees, the first sentence of 8:2 above shall not apply. Should a holiday fall on a Library employee's regularly scheduled day off, said employee shall be credited with a compensatory day that must be taken within a sixty (60) day period following the holiday.

**ARTICLE IX**  
**VACATIONS**

**Section 9:1**

Employees who have from three (3) to six (6) months of continuous employment as of June 30<sup>th</sup>, of any year, shall receive one (1) week vacation with pay at their regular rate. Effective April 1, 2017, employees who have zero (0) to less than three (3) months of continuous employment as of June 30<sup>th</sup> 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 1<sup>st</sup>.

**Section 9:2**

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

**Section 9:3**

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

**Section 9:4**

Employees who have been continuously employed for eleven (11) years as of June 30<sup>th</sup>, 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/she shall be entitled to one (1) extra vacation day with pay, which shall be taken as an extension of the vacation unless the employee notifies the Department Head otherwise prior to such scheduled vacation.

**Section 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/her vacation according to seniority.

**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 30<sup>th</sup>.

**Section 9:7.1**

Employees with four (4) weeks vacation can request and shall be compensated for 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 full pay is granted. It shall be in no manner construed as 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 pro-rated basis provided that he/she has provided at least four (4) weeks advance written notice in the case of retirement or two (2) weeks advance written notice for a voluntary resignation. If an employee dies, pro-rated vacation and unused vacation time shall be paid to an employee's estate at the employee's regular rate as death benefits. An employee who retires, resigns, is laid off or is discharged shall be paid their balance of unused vacation time.

**Section 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 to be an absence from duty with pay for illness or injury as covered in this Article, except when directly traceable to employment by an employer other than the City of Bristol. In addition, an employee shall be permitted to use 10 family sick days per fiscal year to care for employee's immediate family member. These 10 days shall not count for purposes of occurrences in Section 10.8.

**Section 10:2**

Eligibility for sick leave payments shall be computed from the date an employee is appointed a regular employee. Employees shall call in on or before their assigned starting time or they shall not receive sick leave credit for said day, unless the reason for tardy notification is deemed satisfactory by the Department Head. The accumulation and payment of sick leave shall be made as covered in this Article.

### **Section 10:3**

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

### **Section 10:4**

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

### **Section 10:5**

An employee who has been on the payroll continuously for two (2) years but less than five (5) years shall receive twelve (12) working days sick leave credit on the anniversary date of his/her employment, subject to the provisions of 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/her 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 day max and each employee hired after December 1, 2010 will have 175 day max, both subject to the 45% cap as set forth in 10:13.

### **Section 10:8**

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

### **Section 10:9**

After the expiration of sick leave days and voluntary use of vacation time (including donated time as applicable), employees will receive Short Term Disability benefits under the terms of the approved policy for 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 shall 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 her/his 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/she shall not return to work until a medical certificate is given by said physician as to the reason for absence and it is received by the responsible Department Head or Supervisor in charge. If an employee returns to work with a physician's certificate which includes any restrictions or limitations on the full performance of all regular duties, he/she shall be assigned to light duty work only if available; the City is not required to create such work.

**Section 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 percent (45%) 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 three (3) 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 1<sup>st</sup> of any year shall not be entitled to personal leave until July 1 of 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 affect on the employee's length of service, or any other benefit based on length of service, except that no additional leave time or other benefits shall continue to accrue after thirty (30) days of such leave. Any employee who wishes to retain group insurance coverage after thirty (30) days of such leave must do so at his/her own expense. Upon the return to work of the employee, the Department Head shall notify the 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, grandparents, grandchildren 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 aunts, uncles, niece, nephew, brother-in-law, sister-in-law of the employee and the employee's spouse. The City may request proof of attendance if they desire.

**Section 11:6**

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

**ARTICLE XII**  
**MILITARY LEAVE**

**Section 12:1**

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

**Section 12:2**

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

**Section 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/her pre-service position, can be denied reemployment. Re-employment rights generally apply for cumulative length of military service which does not exceed five (5) years as outlined by USERRA regulations.

**ARTICLE 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 amount of lost time in a given quarter shall constitute a break in continuity of perfect attendance unless it is allowable time off as covered in 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. Funeral Leave and Bereavement Leave
- d. Personal Leave with pay as stated in Section 11:1
- e. Workers' Compensation Leave

## **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, writing grievances, and any other business relating to the grievance procedure not involving mutually scheduled meetings with City Officials. Meetings at any formal step of the grievance procedure which are mutually scheduled by the Union and the City, and meetings scheduled by the State Board of Mediation and Arbitration or the State Board of Labor Relations shall not count against the twenty-five (25) hour total. In first step grievance meetings held during regular working hours, the Union Grievance Committee shall consist of not more than one (1) Union Official and the grievant and second, third and fourth step meetings shall include not more than two (2) Union Officials and the grievant. In the event of unusual circumstances, the Union may request to the 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 this Agreement. Any Union Official availing himself of this privilege must first clear with his/her Department Head or immediate supervisor before leaving the job, explaining general reason, approximate length of time and destination of grievance site, and must sign out and sign in upon departure and return. Whenever necessary and mutually agreeable, the Negotiating Committee of the Union shall meet with Officials of the City on contract procedures or other matters of mutual concern during regular working hours without loss of pay, however, the City shall not pay wages for more than six (6) members of this Committee.

### **Section 15:2**

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

**Section 15:3**

All new members of the bargaining unit shall be released from work for one (1) hour without loss of pay, to attend a Union orientation. If the Employer chooses, that orientation may be combined with a new hire orientation conducted by the Employer. In such case, the Employer will provide the Union with not less than ten (10) days' written electronic notice of the time and location of such orientation. Management shall not be present during the Union's orientation. If the Employer chooses not to schedule its orientation within 30 days of an employee's hire, or not to add the Union orientation to the Employer orientation, the Union shall schedule the orientation at its discretion within 30 days of the employees hire date consistent with the Employer's operational needs.

**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 17:1.1**

The hours of work for Clerical Workers and Engineering Department Technicians shall be 8:30 a.m. to 5:00 p.m., with one (1) hour off for lunch. The City may adjust such hours of work to meet operational requirements in Tax Office, Assessor's Office, Information Technology, Comptroller's Office, City Clerk's Office, Police Department Records Division, Public Works Department and Human Resources Department, provided such schedule shall include seven and one-half (7½) hours of work plus a one (1) hour lunch period and shall not begin earlier than 7:30 a.m. nor end later than 5:30 p.m. The City and the Union may mutually agree in writing to change work schedules in other operations as needed.

**Section 17:1.2**

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

### **Section 17:1.3**

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

### **Section 17:1.4**

Second and third shifts may be established by the City subject to Article XVIII, Section 18:6. Such shifts shall consist of seven and one-half (7½) hours per day, Monday through Friday, with the second shift beginning not later than 5:00 p.m.

### **Section 17:1.5**

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

### **Section 17:1.6**

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

### **Section 17:2**

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

### **Section 17:2.1**

Second and third shifts may be established by the City subject to Article XVIII, Section 18:6. Such shifts shall consist of seven and one-half (7½) hours per day, Monday through Friday, with the second shift beginning no later than 5:00 p.m. Such shifts shall include a thirty (30) minute lunch period, during which employees shall be permitted to leave their work site. It is understood that not more than one (1) employee per shift shall be scheduled Tuesday through Saturday.

### **Section 17:2.2**

Maintenance and/or custodial personnel may be utilized in any building under the jurisdiction of Local 233. In addition, the City may, at its discretion, use such personnel in any other municipal building (including the buildings owned by the Board of Education) in order to avoid using outside contractors. In the event a bargaining unit employee's services are used in a building

owned by the Board of Education, the intent of such use will be to supplement not supplant any Board of Education employees who are represented by AFSCME. Nothing in this paragraph should limit the City's present ability to use contractors as needed as it always has in the past.

**Section 17:3**

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

**Section 17:4**

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

**Section 17:5**

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

**Section 17:6**

In the Library Department, in lieu of the provisions of 17:1 and 17:2 above, the following provisions shall apply:

**Section 17:6.1**

The hours of work for all Library personnel shall be thirty-seven and one-half (37½) hours per week and employees shall be scheduled in accordance with 17:2 between the following hours:

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

Notwithstanding the above and Section 17:6.2, employees may be periodically scheduled beginning at 7:30 a.m. Monday through Friday for the purpose of meeting operational needs of the Library as determined at the sole discretion of the Library Director. Any such schedule adjustments shall be temporary in nature, permitted for business reasons only and shall not

constitute any fixed practice with respect to scheduling. The City reserves the unilateral right to terminate the preceding scheduling option at any time.

**Section 17:6.2**

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

**Section 17:6.3**

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

**Section 17:7**

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

**Section 17:8**

The parties recognize their mutual interest in assuring that qualified employees shall first be offered any overtime work and be available to accept such overtime assignment within any reasonable length of time. In any event in case of an emergency, the City reserves the right to fulfill its responsibility to the public but only after it has given full recognition to priorities set in this Article and such priorities have failed to provide available manpower as may be dictated by the emergency.

**ARTICLE XVIII**  
**WAGES**

**Section 18:1**

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

Effective and retro-active to July 1, 2022, for employees still employed at the time of ratification, the salaries at all classifications and steps on the salary schedule shall be increased by three percent (3.00%).

Effective July 1, 2023, the salaries at all classifications and steps on the salary schedule shall be increased by two and three-quarters percent (2.75%).

Effective July 1, 2024, the salaries at all classifications and steps on the 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/her new position which is greater than the pay for the step he/she had attained in his/her previous position, and he/she shall start accumulating time toward step advancement in his new job as of the date of his/her promotion.

However, if an employee had acted temporarily in the position to which promoted within the prior 12 month period, the employee's step advancement shall be based on the time period when the employee began acting in such position.

**Section 18:3**

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

**Section 18:4**

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

occur after the start of a scheduled shift, said opening shall be filled at the discretion of the supervisor.

**Section 18:4.1**

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

**Section 18:4.2**

An employee assigned to act as the Building Official shall be selected, at the discretion of the Building Official or the Mayor, from among all of the Building, Electrical and Mechanical Inspectors, and shall be paid a fifteen percent (15%) pay differential upon five consecutive days, retroactively applied from the 1<sup>st</sup> day of the assignment. Such differential shall apply only to time worked.

**Section 18:5**

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

**Section 18:6**

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

**Section 18:7**

Wages are paid bi-weekly via direct deposit effective April 7, 2022. In order to help current employees adjust to bi-weekly pay, the City offered to advance employees one week of pay at the time the City moved 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 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**

Eligible employees in the bargaining unit will be provided with the High Deductible/HSA (Health Savings Account) plan described below and available for review in the Comptroller’s Office.

<b>HDHP</b>	<b>Effective July 1, 2022-June 30, 2025</b>
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	7/1/22 - 50% 7/1/23 - 50% 7/1/24 - 0%

For the July 1, 2022 and July 1, 2023 fiscal years the City’s contributions toward the HDHP deductible, fifty percent (50%) 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, and the fifty percent (50%) contribution from the City will be prorated for new hires based on date of hire within a fiscal year. For the July 1, 2024 fiscal year, the City’s contributions toward the HDHP deductible shall be zero percent (0%).

A Health Reimbursement Account (“HRA”) 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 HDHP. 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.

Employee cost share for the High Deductible/HSA shall be as follows: Effective July 1, 2022, and July 1, 2023, fourteen and one-quarter percent (14.25%); Effective July 1, 2024, the employees cost share shall be five percent (5.00%) 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.

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.

**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; and

**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 voluntary 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 February 1, 1997, for employees who retire with the combination of age and years of service which entitles them to full retirement benefits, the City will pay the full cost of the health

insurance coverage cited in Section 19:1, hereinabove, for the retiree and spouse (at the time of retirement) for the first ten (10) years after the date of retirement, subject to the conditions set forth in Section 19:4.2, 19:4.4 and 19:4.5 below. For all other employees the High Deductible/HSA will be the only plan available during retirement. The City shall have no obligation to fund any portion of the HDHP deductible for retirees or other individuals upon their separation from employment.

**Section 19:4.1**

Effective for all new employees hired after September 8, 2010 who retire with the combination of age and years of service which entitles them to full retirement benefits, the City will pay the full cost of the health insurance coverage cited in section 19:1, hereinabove, for the retiree and spouse (at the time of retirement) 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. For all other employees the High Deductible/HSA will be the only plan available during retirement. The City shall have no obligation to fund any portion of the HDHP deductible for retirees or other individuals upon their separation from employment.

**Section 19:4.2**

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

**Section 19:4.3**

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

**Section 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 comparable coverage in terms of level of benefits, numbers of providers, level of administration, and at a lower premium cost to the City and to the employee, then the City may request to meet and negotiate possible inclusion into such plan or plans for the bargaining unit.

### **Section 19:7**

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

### **Section 19:8**

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

### **Section 19:8.1**

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

### **Section 19:9**

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 September 8, 2010, for pension purposes employees shall contribute six percent (6%) of all pay on a pre-tax basis in accordance with IRS Code Section 414(h)(2). Effective upon the City's creation of a retiree health account in the pension trust as soon as is practical, one and one-half percent (1.5%) of the employee's contribution shall be applied to such retiree health account. In the event that the City's pension actuary annual report recommends that any General City department make contributions to the pension fund, future contributions of the 1.5% employee contribution to the retiree health account shall immediately be directed into the pension fund. Subsequent recommendations of the City's pension actuary annual report that no General City department make contributions to the pension fund shall cause the reapplication of future contributions of one and one-half percent (1.5%) employee contribution to the retiree health account. Such prerogative as may be exercised by the City to make such assignments and determinations of contributions shall not be subject to the grievance or arbitration procedure. The terms of the pension plan shall not be subject to renegotiation for the duration of

this agreement. Employee contributions towards the retiree health account shall be irrevocable and non-refundable.

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 employees, hired prior to July 1, 2019, 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 on or after July 1, 2019 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 on or after July 1, 2019 shall make employee contributions of 7% of all pay on a pre-tax basis in accordance with this Article. One and three-quarter percent (1.75%) of the employee's contribution shall be applied to the retiree health account.

Effective upon ratification of the 2022-2025 Agreement, the vested percentage will be 100% for any employee in the bargaining unit with five (5) or more years of credited service as defined in the City Pension Plan.

### **Section 19:9.1**

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 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 this 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, national origin, ancestry, veteran status, marital status, residency, sexual orientation, gender identity, gender expression 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**

Only the following articles and/or sections apply to part-time employees working less than twenty (20) hours per week: Article I - Recognition, Article II - Dues/Service Fee Deduction, Article III - Seniority, Section 3:4 for listing purposes only, in lieu of 3:6 as follows: New employees shall serve a probationary period of ninety (90) working days. During this probationary period the employee can be terminated by the City if it desires. Dismissal during the probationary period shall not be grievable or arbitrable. During the first thirty (30) working days, the employee is ineligible to post for promotional or lateral opportunities. After the first thirty (30) working days, if a probationary employee successfully posts for another position within the bargaining unit, the initial probationary period of ninety (90) working days restarts, and 3:7. Article IV - Promotions, Section 4:1, 4:1.1, 4:2, 4:2.1, 4:2.2, 4:2.3, 4:2.4, 4:2.5; in lieu of 4:3 as follows: Qualified employees within the bargaining unit; 4:3.2; 4:4; 4:5; 4:6; 4:7, 4:8; 4:9 and 4:10, Article VI - Grievance Procedure, Article VII - Standard Disciplinary Procedure, Article XII - Military Leave, Article XVI - No Strike, No Lockout, Article XVIII - Wages except for Section 6, Article XX - Contract Work, Article XXI - No Discrimination, Article XXII - Miscellaneous, Section 22:1, Section 22:3, Section 22:4, Section 22:5, Section 22:6, Section 22:8, Section 22:9, Section 22:10, Section 22:14, Section 22:15 and Section 22:16, Article XXIII - Controlled Substances, and Article XXV - Duration.

**Section 22:2**

Tools will be replaced by the City for maintenance employees.

**Section 22:3**

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

**Section 22:4**

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

**Section 22:5**

The Union shall have representation on the Safety Committee.

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

**Section 22:8**

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

**Section 22:9**

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

**Section 22:10**

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

**Section 22:11**

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

**Section 22:12**

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

**Section 22:13**

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

**Section 22:14**

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

**Section 22:15**

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

**Section 22:16**

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

**Section 22:17**

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

**Section 22:18**

Bargaining unit employees who are required to work outside, offsite and/or employees who are required to wear a safety shoe will receive an annual boot/shoe allowance of \$200.00 per fiscal year. 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.

**ARTICLE XXIII**  
**CONTROLLED SUBSTANCES**

**Section 23:1**

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

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

### **Section 23:2**

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

#### **Section 23:2.1**

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

#### **Section 23:2.2**

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

#### **Section 23:2.3**

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

#### **Section 23:2.4**

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

**Section 23:2.5**

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

**Section 23:2.6**

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

**Section 23:3**

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

**Section 23:4**

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

**ARTICLE XXIV**  
**PUBLIC SAFETY DISPATCHERS**

**Section 24:1 Seniority**

**Section 24:1.1**

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

**Section 24:1.2**

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

**Section 24:1.3**

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

#### **Section 24:1.4**

Department seniority for full-time Police Communications Division employees shall be interpreted in the same manner as Section 3:2 of the contract. Therefore, the Division shall be considered a separate “department” for the purpose of seniority.

#### **Section 24:1.5**

It is understood that, except for part-time dispatchers, for tie breaking purposes when more than one Communications Division employee has the same hire date as another employee, the department seniority date shall be based on the final earned rating of the examination for Dispatcher (i.e. the highest rating being the most senior), and shall apply to all seniority rights as prescribed by said Agreement.

#### **Section 24:1.6**

For part-time dispatchers, only Section 3:4 (for listing purposes only) and Section 3:7 of Article III - Seniority shall apply.

#### **Section 24:2 Holidays**

##### **Section 24:2.1**

For full-time dispatchers, Sections 8:2 and 8:3 of Article VIII do not apply. Holidays will be paid out during the week during which the holiday falls. For purposes of holiday pay for dispatch, Christmas and New Years shall be recognized on the actual calendar date. For purposes of holiday pay, dispatchers who work on July 4<sup>th</sup>, Thanksgiving, and Christmas, shall be paid double time (2) times their regular straight time hourly rate for all hours so worked; all other holidays worked will be paid at straight time.

##### **Section 24:2.2**

For part-time Dispatchers: Sections 8:2, 8:3, and 8:5 of Article VIII-Holidays do not apply. A part-time dispatcher who is not scheduled to work on a holiday will not receive holiday pay.

If a part-time dispatcher is scheduled to work on a holiday, he/she will be paid holiday pay equal to the number of scheduled hours worked. Such pay shall be paid during the week which the holiday falls. For purposes of holiday pay in dispatch, Christmas and New Years shall be recognized on the actual calendar date. A part-time dispatcher who works on July 4<sup>th</sup>, Thanksgiving, and Christmas, shall be paid one and one-half (1½) times their regular straight time hourly rate for all hours so worked. The provisions of 8:4 will be deemed to have been met if the employee worked his/her scheduled working hours on his/her last scheduled working day before and his/her first scheduled working day after the holiday.

#### **Section 24:3 Hours of Work**

##### **Section 24:3.1**

For full-time Dispatchers: Hours of work shall be based on an 8 hour day with a half (½) hour paid meal period; however, the work week is 37.5 hours based on a six-week cycle. Initially,

work schedules shall be the same as Police Officers, 4 shifts on duty followed by 2 shifts off duty. Shifts are 6 a.m. - 2 p.m., 2 p.m. - 10 p.m., 10 p.m. - 6 a.m. The City reserves the right to alter work schedules to meet the needs of the division.

**Section 24:3.2**

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

**Section 24:3.3**

For purposes of time off, divisional seniority in dispatch shall apply.

**Section 24:3.4**

Hours of Work - Article XVII with the exception of 17:7 and 17:8, shall not apply to dispatchers except that time and one-half shall be paid for all hours worked over 8 in a day or 40 in one week.

**Section 24:3.5**

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

**Section 24:3.6**

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

**Section 24:3.7**

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

**Section 24:3.8**

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

### **Section 24:3.9**

The City shall, as needs require, hold an employee over from one shift to the next shift and/or call in an employee from the following shift to meet the staffing needs of the next shift. Such hold-overs or call-ins shall not be used in lieu of filling the shift. Hold-overs or call-ins shall be assigned by using the rotational holdover list. The following shall apply for overtime in the division:

- a. For purposes of overtime opportunities, a four hour rotational overtime list and an eight hour rotational overtime list shall be maintained for dispatchers by the Communications Lieutenant or his/her designee with no requirement to equalize. Names of dispatchers assigned as lead dispatchers shall be asterisked on the lists. Overtime unavailable status shall be limited to persons already working, out sick, (including that shift and the two shifts that immediately follow), on other approved paid leave, or maximum hours allowable. A dispatcher failing to answer a call or message for overtime availability will be considered a refusal and moved to the bottom of the OT list.
- b. The rotational overtime list shall not be used should it be determined by the Chief of Police or assigned that emergency conditions exist.
- c. The City shall make a good faith effort in filling overtime, however, in the event that an error is made, the affected employee shall be offered the next overtime opportunity.
- d. An employee who accepts an overtime opportunity less than eight (8) hours before the vacancy occurs will remain in position on the rotational overtime list.
- e. If the City determines there to be an overtime assignment which should be filled, the City shall first offer it to full-time employees. If it can't be filled in this manner, the City may implement holdovers/call-ins from other shifts. The City reserves its right to determine whether an overtime opportunity exists.
- f. When a public safety dispatcher is scheduled to work overtime and is unavailable for that overtime, he/she must provide two (2) days notice to the supervisor of their unavailability. If a second or third shift Dispatcher refuses a 4 hour overtime (10:00 a.m.-2:00 p.m.) due to a hold on third shift the Dispatcher shall not be subject to 24:3.9.i.
- g. A dispatcher may not be involuntarily put down for an overtime shift on the first day back to work without at least twenty-four (24) hours advance notice to the dispatcher.
- h. The department shall make every effort to notify dispatchers on days off of pending overtime opportunities and their availabilities.
- i. If a public safety dispatcher does not work a scheduled overtime assignment for which he/she has been previously scheduled and notified, he/she shall forfeit his/her next two (2) overtime opportunities and shall be charged as if he/she had refused them. Such forfeiture shall not preclude disciplinary action regarding such absence.

### **Section 24:3.10**

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

### **Section 24:4 Wages**

#### **Section 24:4.1**

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

#### **Section 24:4.2**

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

#### **Section 24:4.3**

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

#### **Section 24:4.4**

Dispatch employees who work a second shift (2:00 p.m. – 10:00 p.m.) and third shift (10:00 p.m. – 6:00 a.m.) shall receive an additional shift differential of 6% per hour for all hours worked (whether at straight time or overtime).

### **Section 24:5 Lead Dispatcher**

#### **Section 24:5.1**

The title of Lead Dispatcher shall be listed as a Code 10 assignment on the Code and Salary Schedule (which includes standard step progression to Step 3), but for all other purposes, shall remain an assignment as determined by the Police Chief or his/her designee.

#### **Section 24:5.2**

The terms of such assignment are as follows: Such assignment shall not be considered to be a promotion under Article IV. In addition to performance of regular dispatch work, duties include

but are not limited to: providing basic direction to other public safety dispatchers on the shift, monitoring performance/workplace conduct issues, ensuring compliance with policies/procedures, monitoring meals/breaks, and other duties assigned by the Lieutenant or Chief, etc. The Communications Lieutenant shall provide orientation to those assigned which outlines the responsibilities of the assignment.

### **Section 24:5.3**

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

### **Section 24:5.4**

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

### **Section 24:5.5**

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

### **Section 24:5.6**

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

### **Section 24:5.7**

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

### **Section 24:5.8**

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

## **Section 24:6 Miscellaneous**

### **Section 24:6.1**

Effective and retroactive to July 1, 2022, the City will provide each dispatcher in each fiscal year with four (4) khaki pants, eight (8) uniform shirts and two (2) job shirts. After the Dispatcher's 3<sup>rd</sup> fiscal year, the dispatch employee will receive a Uniform allowance annually of \$750.00 per fiscal year to purchase appropriate uniform clothing. The Uniform allowance shall be paid to the employee annually in the first pay period in July.

**Section 24:6.2**

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

**Section 24:6.3**

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

**Section 24:6.4**

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

- Article V-Layoffs
- Article IX-Vacations
- Article X-Sick Leave
- Article XI-Leave with pay and Special Leave
- Article XIV-Perfect Attendance
- Article XV-Union Business Leave
- Article XVIII-Wages-Section 6
- Article XIX-Insurance and Pension

**Section 24:6.5**

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

**Section 24:6.6**

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

**ARTICLE XXV**  
**DURATION**

**Section 25:1**

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 25:2**

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 25:3**

This Agreement shall become effective upon ratification by both parties and shall remain in full force and effect through June 30, 2025 and from year to year thereafter unless modified as provided herein.

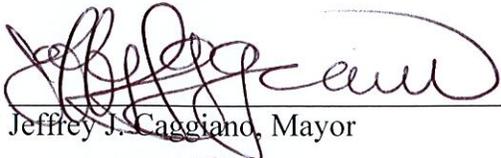
**Section 25:4**

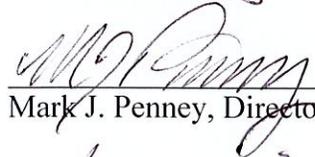
On or about March 1, 2025, or any March 1 thereafter, either party may give written notice to the other party that it wishes to negotiate a successor Agreement to be effective not earlier than July 1 of the same year. If no successor Agreement is reached by such date, this contract will hold over and remain in force until such new Agreement becomes effective.

**ARTICLE XXVI**  
**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this 23<sup>rd</sup> day of February, 2023.

**REPRESENTING**  
**THE CITY OF BRISTOL**

  
\_\_\_\_\_  
Jeffrey J. Caggiano, Mayor

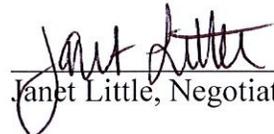
  
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Mark J. Penney, Director of Human Resources

  
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Linda J. Milia, Asst. Director of Human Resources

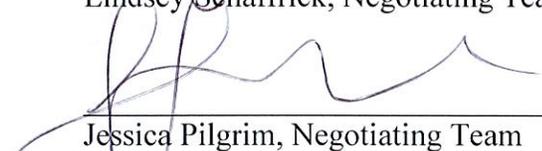
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**COUNCIL #4, AFSCME, AFL-CIO**

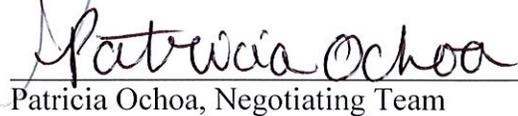
  
\_\_\_\_\_  
Patrick Palmese, Union President

  
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Luis Lorenzo, Union Vice President

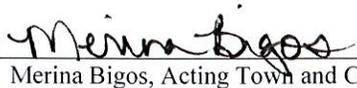
  
\_\_\_\_\_  
Janet Little, Negotiating Team

  
\_\_\_\_\_  
Lindsey Schaffrick, Negotiating Team

  
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Jessica Pilgrim, Negotiating Team

  
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Patricia Ochoa, Negotiating Team

  
\_\_\_\_\_  
Travis Cromack, AFSCME Council #4  
Staff Representative

ATTEST:  as per vote of the City Council on January 10, 2023.  
Merina Bigos, Acting Town and City Clerk

**MEMORANDUM OF AGREEMENT**  
**RE: MEETING MINUTES**

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

The following is the City and the Union's agreement regarding the taking of board, commission or other committee and hearing minutes, for one or more meetings, outside the employee's regular working hours. Compensation for meetings will be paid at time and one-half their hourly-rate as an automatic 4 hour call in or all hours worked, whichever is greater.

1. The Union shall submit to the City each calendar year (or more frequently if requested) a list of volunteers to serve as a back-up if the regularly assigned employee is absent; or to serve for meetings that do not have a regularly assigned employee.
2. When the employee regularly assigned to a meeting is not available, and other qualified bargaining unit employees in relevant classifications in the department which is normally responsible for providing an employee to take minutes also is not available, the City shall use the list of volunteers submitted by the Union, in rotation from codes 4A - 7, in bargaining unit seniority by code, in sequential order beginning with Code 4A. If the names in codes 4A - 7 have been exhausted, the City reserves the right to go higher than code 7 to provide coverage for the meeting.
3. For meetings of boards, commissions or other committees that do not have a regularly assigned employee and are not expected to be ongoing, the City shall follow the procedure outlined in #2 above in order to cover those meetings. Such assigned employee shall be responsible for providing meeting minutes.
4. For meetings of boards, commissions or other committees that do not have a regularly assigned employee, and are expected to be ongoing for an indefinite period of time (as determined by the City), the City shall use the list of volunteers as referred to in #1 and #2 above starting at the top of the list, and will designate such volunteer to be regularly assigned to that board, commission or other committee for its duration. The assigned employee is expected to continue in the temporary assignment for the duration of the scheduled meetings. If the assigned employee is promoted to another position in the bargaining unit above Code 7, the City reserves the right to re-assign the meeting assignment. Once a volunteer is assigned to a board, commission or committee, any new requests for volunteers for on-going assignments shall be offered to the next employee on the list. Employees assigned in this section will remain in the regular rotation for other opportunities.
5. If an employee refuses an assignment three times in any rolling twelve-month period, that employee shall be removed from the list of volunteers for a period of twelve months. A refusal for the purpose of taking minutes for another City meeting will not be considered

a refusal for the purposes of this section. A refusal for a meeting with less than twenty-four hours notice will not be considered a refusal.

6. Producing minutes shall be performed during regular work hours, except where minutes are being produced for a board, commission or other committee that is not associated with the producer's own department. Time spent producing minutes after regular work hours shall be compensated in accordance with Section 17:3. If a code 4A-7 employee is performing work temporarily in a code higher than their own, the employee shall be compensated at the first step of the higher code that equals or exceeds their own rate of pay in their own code. If a code 8 or above employee is performing work, the employee's minimum compensation is code 7 - step 3. If covering code 8 or above work, they shall be compensated at the highest step of the applicable code that they are covering that does not exceed their own rate of pay in their own code.
7. Any employee who serves as a back-up will be responsible to tape the meeting, take legible notes of said meeting, which includes starting and ending times of the meeting, a list of attendees and votes taken. The employee who is regularly assigned to take the minutes of meetings and/or hearings for a specific board or commission will be responsible for transcribing the notes and/or tapes from said meetings unless such regular employee's length of absence precludes timely production of minutes in which case the back-up person shall be responsible. The notes and minutes are expected to be available in a format which would meet the state standards for Freedom of Information Act requests

Amended as ratified by Contract effective January 10, 2023.

**MEMORANDUM OF AGREEMENT**  
**RE: PAID SICK LEAVE ACT**

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

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

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

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

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

forty hours in such calendar year; such advanced vacation time shall be deducted from the next fiscal year's vacation accrual. For pro-rated paid leave of three or more consecutive days, the City may require reasonable documentation that leave is taken for the purpose permitted under this agreement.

6. A part-time employee may use time accrued under the Act for any purpose.
7. Time accrued under the Act as a part-time employee that is carried over with a change to full-time status may be used prior to using other time accrued or earned under the bargaining agreement. Such carry-over may be used for any purpose; however such use shall constitute a break in continuity of perfect attendance.

This Agreement supersedes that which was executed on September 21, 2012.

As executed on May 27, 2016.

## 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.

**SALARY SCHEDULE EFFECTIVE JULY 1, 2022 - JUNE 30, 2023**  
**CODE, HOURLY RATE AND RANGE**  
**(REFLECTS 3.00% INCREASE)**

<u>CODE</u>	<u>CLASSIFICATION</u>	<u>Starting Wage</u>	<u>End of 6 Month's Service</u>	<u>End of 1 Year's Service</u>
5	Accounts Payable/Receivable Clerk Administrative Assistant Administrative Secretary Circulation Clerk Custodian/Maintenance Worker Library Assistant Library Clerk Library Technical Services Clerk Principal Clerk Principal Clerk-Assessor Principal Clerk-Records P/T Bookkeeping Clerk P/T Principal Clerk Reference Assistant	\$21.94	\$24.02	\$24.40
6	Administrative Assistant & Closings Clerk Administrative Assistant-Legal P/T Administrative Collections Clerk Children's Assistant Grounds Maintainer/Building Technician Recreation Program Assistant Water & Sewer Billing Clerk	\$23.47	\$25.67	\$26.06
7	Accounting Clerk Administrative Assistant – Fire, Library Assistant Branch Librarian Assistant Information Services Librarian Children/Teen Librarian Floater/Children's Assistant Floater/Reader's Advisor Maintenance Technician Registrars' Office Coordinator Sales Ratio Clerk Senior Administrative Assistant Senior Administrative Clerk	\$25.36	\$27.68	\$28.11
8	Assistant to Superintendent Community Services Coordinator Construction Inspector Payroll Clerk Police Payroll Supervisor Purchasing Assistant	\$27.28	\$29.76	\$30.15

**SALARY SCHEDULE EFFECTIVE JULY 1, 2022 - JUNE 30, 2023**  
**CODE, HOURLY RATE AND RANGE**  
**(REFLECTS 3.00% INCREASE)**

<u>CODE</u>	<u>CLASSIFICATION</u>	<u>Starting Wage</u>	<u>End of 6 Month's Service</u>	<u>End of 1 Year's Service</u>
8	Senior Coordinator Statute & Legislative Coordinator Technical Services Coordinator Treasury & Pension Coordinator Water & Sewer Administrative Assistant	\$27.28	\$29.76	\$30.15
8A	Accounting Assistant/Payroll Analyst	\$28.21	\$30.79	\$31.17
9	Benefits Specialist Excavation Inspector Information Technology Coordinator Property & Evidence Technician Public Safety Dispatcher Senior Maintenance Technician Supervisor Senior Community Center Maintenance	\$29.11	\$31.79	\$32.19
9A	Supervisor of Circulation Supervisor Library Information Services	\$30.56	\$33.41	\$33.91
10	Budget & Accounting Assistant Fleet and Traffic Maintenance Technician GIS/CAD Technician Highway Inspector Lead Dispatcher Survey Technician/Party Chief	\$31.98	\$35.05	\$35.62
11	Library Technical Support Specialist Public Safety Technical Support Specialist Technical Support Specialist	\$34.20	\$37.46	\$38.13
12	Assistant City Planner/Development Coordinator Code Enforcement Officer/Assistant Building Inspector Electrical Inspector/Code Enforcement Officer Environmental Protection Technician/Inland Wetlands Enforcement Officer Housing and Project Specialist Mechanical Inspector Payroll & Benefits Supervisor Senior Accountant Senior Accountant/IT Support Zoning/Code Enforcement Officer	\$36.59	\$40.09	\$40.79

**Upon ratification - \$750.00 signing bonus to be paid within 30 days of the City ratifying the contract. Onetime payment to be paid to those on payroll at the time and that does not increase the base pay. Payment can be made in a separate check or deposited into the employee's HSA account at the employee's discretion. Bonus shall be Pensionable.**

**SALARY SCHEDULE EFFECTIVE JULY 1, 2023 - JUNE 30, 2024**  
**CODE, HOURLY RATE AND RANGE**  
**(REFLECTS 2.75% INCREASE)**

<b><u>CODE</u></b>	<b><u>CLASSIFICATION</u></b>	<b><u>Starting</u></b> <b><u>Wage</u></b>	<b><u>End of 6</u></b> <b><u>Month's</u></b> <b><u>Service</u></b>	<b><u>End of 1</u></b> <b><u>Year's</u></b> <b><u>Service</u></b>
5	Accounts Payable/Receivable Clerk Administrative Assistant Administrative Secretary Circulation Clerk Custodian/Maintenance Worker Library Assistant Library Clerk Library Technical Services Clerk Principal Clerk Principal Clerk-Assessor Principal Clerk-Records P/T Bookkeeping Clerk P/T Principal Clerk Reference Assistant	\$22.54	\$24.68	\$25.07
6	Administrative Assistant & Closings Clerk Administrative Assistant-Legal P/T Administrative Collections Clerk Children's Assistant Grounds Maintainer/Building Technician Recreation Program Assistant Water & Sewer Billing Clerk	\$24.12	\$26.38	\$26.78
7	Accounting Clerk Administrative Assistant – Fire, Library Assistant Branch Librarian Assistant Information Services Librarian Children/Teen Librarian Floater/Children's Assistant Floater/Reader's Advisor Maintenance Technician Registrars' Office Coordinator Sales Ratio Clerk Senior Administrative Assistant Senior Administrative Clerk	\$26.06	\$28.44	\$28.88

**SALARY SCHEDULE EFFECTIVE JULY 1, 2023 - JUNE 30, 2024**  
**CODE, HOURLY RATE AND RANGE**  
**(REFLECTS 2.75% INCREASE)**

<u>CODE</u>	<u>CLASSIFICATION</u>	<u>Starting Wage</u>	<u>End of 6 Month's Service</u>	<u>End of 1 Year's Service</u>
8	Assistant to Superintendent Community Services Coordinator Construction Inspector Payroll Clerk Police Payroll Supervisor Purchasing Assistant Senior Coordinator Statute & Legislative Coordinator Technical Services Coordinator Treasury & Pension Coordinator Water & Sewer Administrative Assistant	\$28.03	\$30.58	\$30.98
8A	Accounting Assistant/Payroll Analyst	\$28.99	\$31.64	\$32.03
9	Benefits Specialist Excavation Inspector Information Technology Coordinator Property & Evidence Technician Public Safety Dispatcher Senior Maintenance Technician Supervisor Senior Community Center Maintenance	\$29.91	\$32.66	\$33.08
9A	Supervisor of Circulation Supervisor Library Information Services	\$31.40	\$34.33	\$34.84
10	Budget & Accounting Assistant Fleet and Traffic Maintenance Technician GIS/CAD Technician Highway Inspector Lead Dispatcher Survey Technician/Party Chief	\$32.86	\$36.01	\$36.60
11	Library Technical Support Specialist Public Safety Technical Support Specialist Technical Support Specialist	\$35.14	\$38.49	\$39.18
12	Assistant City Planner/Development Coordinator Code Enforcement Officer/Assistant Building Inspector Electrical Inspector/Code Enforcement Officer Environmental Protection Technician/Inland Wetlands Enforcement Officer Housing and Project Specialist Mechanical Inspector Payroll & Benefits Supervisor Senior Accountant Senior Accountant/IT Support Zoning/Code Enforcement Officer	\$37.60	\$41.19	\$41.91

**SALARY SCHEDULE EFFECTIVE JULY 1, 2024 - JUNE 30, 2025**  
**CODE, HOURLY RATE AND RANGE**  
**(REFLECTS 2.50% INCREASE)**

<u>CODE</u>	<u>CLASSIFICATION</u>	<u>Starting Wage</u>	<u>End of 6 Month's Service</u>	<u>End of 1 Year's Service</u>
5	Accounts Payable/Receivable Clerk Administrative Assistant Administrative Secretary Circulation Clerk Custodian/Maintenance Worker Library Assistant Library Clerk Library Technical Services Clerk Principal Clerk Principal Clerk-Assessor Principal Clerk-Records P/T Bookkeeping Clerk P/T Principal Clerk Reference Assistant	\$23.10	\$25.30	\$25.70
6	Administrative Assistant & Closings Clerk Administrative Assistant-Legal P/T Administrative Collections Clerk Children's Assistant Grounds Maintainer/Building Technician Recreation Program Assistant Water & Sewer Billing Clerk	\$24.72	\$27.04	\$27.45
7	Accounting Clerk Administrative Assistant – Fire, Library Assistant Branch Librarian Assistant Information Services Librarian Children/Teen Librarian Floater/Children's Assistant Floater/Reader's Advisor Maintenance Technician Registrars' Office Coordinator Sales Ratio Clerk Senior Administrative Assistant Senior Administrative Clerk	\$26.71	\$29.15	\$29.60

**SALARY SCHEDULE EFFECTIVE JULY 1, 2024 - JUNE 30, 2025**

**CODE, HOURLY RATE AND RANGE**

**(REFLECTS 2.50% INCREASE)**

<b><u>CODE</u></b>	<b><u>CLASSIFICATION</u></b>	<b><u>Starting Wage</u></b>	<b><u>End of 6 Month's Service</u></b>	<b><u>End of 1 Year's Service</u></b>
8	Assistant to Superintendent Community Services Coordinator Construction Inspector Payroll Clerk Police Payroll Supervisor Purchasing Assistant Senior Coordinator Statute & Legislative Coordinator Technical Services Coordinator Treasury & Pension Coordinator Water & Sewer Administrative Assistant	\$28.73	\$31.34	\$31.75
8A	Accounting Assistant/Payroll Analyst	\$29.71	\$32.43	\$32.83
9	Benefits Specialist Excavation Inspector Information Technology Coordinator Property & Evidence Technician Public Safety Dispatcher Senior Maintenance Technician Supervisor Senior Community Center Maintenance	\$30.66	\$33.48	\$33.91
9A	Supervisor of Circulation Supervisor Library Information Services	\$32.19	\$35.19	\$35.71
10	Budget & Accounting Assistant Fleet and Traffic Maintenance Technician GIS/CAD Technician Highway Inspector Lead Dispatcher Survey Technician/Party Chief	\$33.68	\$36.91	\$37.52
11	Library Technical Support Specialist Public Safety Technical Support Specialist Technical Support Specialist	\$36.02	\$39.45	\$40.16
12	Assistant City Planner/Development Coordinator Code Enforcement Officer/Assistant Building Inspector Electrical Inspector/Code Enforcement Officer Environmental Protection Technician/Inland Wetlands Enforcement Officer Housing and Project Specialist Mechanical Inspector Payroll & Benefits Supervisor Senior Accountant Senior Accountant/IT Support Zoning/Code Enforcement Officer	\$38.54	\$42.22	\$42.96