

TENTATIVE AGREEMENT BETWEEN THE CITY OF BRISTOL
AND LOCAL #233 OF COUNCIL #4 AFSCME, AFL-CIO

This tentative agreement entered into by the City of Bristol, hereinafter referred to as the City, and Local #233 and Council #4, American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, agree to the following terms for a new labor agreement:

Article IV – SENIORITY

Section 4:2 “Department Seniority” shall mean the total length of continuous department service within the bargaining unit.

Article VI - LAYOFFS

New **Section 6:5** When practical, the City shall give two (2) weeks notice of layoff to the Union and the affected employee.

Section 7:1.4 Should the grievance not be settled to the satisfaction of either party, it shall be submitted to the Connecticut State Board of Mediation and Arbitration for resolution in accordance with its rules and procedures, or in cases of termination, the matter may be submitted to the American Arbitration Association at the City’s discretion. If the City elects to submit the matter to A.A.A., the City will pay the cost of the Arbitrator.

Section 8:6 Add: 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.

Article IX – HOLIDAYS

Section 9:1 – Eliminate: Any day declared by State, Federal, or Local government as a special holiday or day of mourning for its employees. This does not cover additional holidays negotiated by other bargaining units or situations beyond the control of the City such as storm, flood or other natural disaster.

Article XI - SICK LEAVE

Section 11:8 For employees hired after the ratification date, unused sick days shall continue to accumulate until such time as one hundred seventy-five (175) working days are achieved which shall be the maximum credits allowable for such employees.

ARTICLE XIX – WAGES

Section 19:1 July 1, 2010: 1.50% general increase for all codes
July 1, 2011: 1.80% general increase for all codes

Section 19:6 Current employees assigned to second or third shift, defined as any shift beginning after 2:00 p.m. or before 7:00 a.m., at the time of ratification of this contract, will continue to be paid a twelve percent (12%) shift differential. Any employee assigned to second or third shift after the ratification date of this contract, (such shift defined as any shift beginning after 2:00 p.m. or before 6:00 a.m.), will be paid a six percent (6%) shift differential. This shift differential shall be included in computing pay for any day on which no work is performed but pay is received.

Article XX – INSURANCE AND PENSION

Section 20:1 Effective and retroactive to July 1, 2010, the employees shall pay six percent (6%) of the cost (fully insured equivalent rate) of health and dental insurances for themselves and eligible dependents through a Section 125 pretax salary deduction plan in accordance with the Internal Revenue Code. Effective July 1, 2011, employee cost share shall increase to seven and one-half percent (7.5%).

Section 20:3

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

New Section 20:3.1

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

New Section 20:3.3

For all new employees hired after ratification of the contract, 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.

New Section 20:3.5 The City's plan shall be supplemental to Medicare for any retiree (and spouse) age sixty-five (65) or older who is eligible for and enrolled in Medicare Parts A & B.

Section 20:8 The existing City Pension Plan will remain in effect (unless changes are required by applicable law). The Normal Retirement Benefits formula for a pension for life shall be two and four tenths percent (2.40%) of "Average Annual Pay" multiplied by the number of completed years of service. Effective upon contract ratification, for pension purposes employees shall contribute six percent (6%) of all pay on a pre-tax basis in accordance with IRS Code Section 414(h)(2). Effective upon the City's creation of a retiree health account in the pension trust as soon as is practical, one and one-half percent (1.5%) of the employee's contribution shall be applied to such retiree health account. In the event that the City's pension actuary annual report recommends that any General City department make contributions to the pension fund, future contributions of the 1.5% employee contribution to the retiree health account shall immediately be directed into the pension fund. Subsequent recommendations of the City's pension actuary annual report that no General City department make contributions to the pension fund shall cause the reapplication of future contributions of one and one-half percent (1.5%) employee contribution to the retiree health account. Such prerogative as may be exercised by the City to make such assignments and determinations of contributions shall not be subject to the grievance or arbitration procedure. The terms of the pension plan shall not be subject to renegotiation for the duration of this agreement. Employee contributions towards the retiree health account shall be irrevocable and non-refundable.

Article XXVI – DURATION

Section 26:3 2 year contract through June 30, 2012.

MEMORANDUM OF AGREEMENT RE: MEETING MINUTES

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

HOUSEKEEPING

Section 5:1 Whenever a vacancy occurs in a position covered by the bargaining unit, notice of such vacancy shall be posted on all designated department bulletin boards in locations outside of City Hall and on one designated bulletin board within City Hall, ...

Section 10:7.1 Delete “Effective upon ratification of this Contract”

Section 11:10 .. will receive ~~Sickness and Accident~~ Short Term Disability benefits under the terms of the approved policy for up to thirteen (13) weeks at sixty percent (60%) of the weekly rate of basic earnings capped with a weekly maximum of \$250.

Section 18:1.3 Delete first sentence and “Effective beginning October 27, 2002” in the second sentence.

Section 20:1.2 Delete “Effective 30 days from the contract ratification date...” and replace with: The prescription plan is a fully managed formulary prescription plan with \$5/\$10/\$15 co-pays.

Section 20:3 Delete “Effective July 1, 1990”

Move 20:3 to 20:6

Move Section 20:4 to 20:3

Move Section 20:4.1 to 20:3.2

Move Section 20:5 to 20:4

Move Section 20:4.2 to 20:3.4

Move Section 20:8 to 20:5

Move Section 20:6 to 20:7

Move Section 20:6.1 to 20:7.1

Move 20:7 to 20:8

Section 23:16 Delete and renumber remaining sections: Effective July 1, 2009, the yearly allowance shall be eliminated and the \$250 allowance will be added (one time only) to all codes and steps of the salary schedule effective June 30, 2009.

Section 25:3.1 Delete 2nd sentence. 3rd sentence: ~~Upon full implementation of civilianized dispatchers,~~ The City reserves the right to alter work schedules to meet the needs of the division.

Section 25:3.11 Delete

Article XXV – PUBLIC SAFETY DISPATCHERS

Clarification on Section 25:3.9:

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

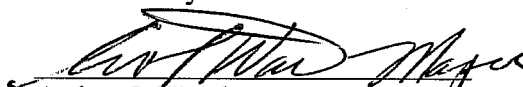
The following shall apply for overtime in the division:
(This eliminates section 25:3.9 (g) and re-alphabetizes remainder of section.)


Salary Schedules, delete Young Adult Librarian, Code 7, and add Children's/Young Adult Librarian, Code 6; change Accounting Supervisor to Accounts Payable/Receivable Supervisor; Change Building Maintenance Supervisor to Facilities/Maintenance Supervisor.


The above noted changes reflect all of the agreements reached by the parties during the negotiations. The City and Union agree to unanimously recommend the above to their respective constituents.

Signed this 2ND day ^{AUG}~~July~~, 2010.


For The City



Arthur J. Ward, Mayor


Diane Ferguson, Personnel Director

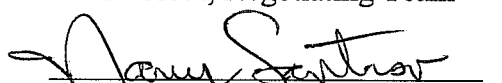

Linda Milia, Asst. Personnel Director


For The Union

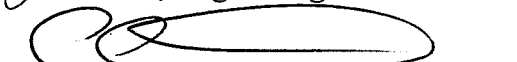

Jeffrey Jump, Staff Rep, AFSCME


Mayra Sampson, Union President


David Clout, Negotiating Team


Nancy Santoriso, Negotiating Team


John Neveu, Negotiating Team


Christopher Atwood, Negotiating Team