AGREEMENT

BETWEEN

THE CITY OF BRISTOL

AND

BRISTOL PROFESSIONALS & SUPERVISORS ASSOCIATION
AFT LOCAL #6012, CT, AFL-CIO

JULY 1, 2018 - JUNE 30, 2022
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PREAMBLE

THIS AGREEMENT is made and entered into by and between the City of Bristol, hereinafter referred to as the “City” and the Bristol Professionals & Supervisors Association, AFT Local #6012, CT AFL-CIO, hereinafter referred to as the “Association”.

ARTICLE I
RECOGNITION

1:1 The City recognizes the Association as the sole and exclusive collective bargaining representative with respect to rates of pay, wages, hours of work and conditions of employment, of all employees of the City in the classifications listed in the certification issued by the Connecticut State Board of Labor Relations on April 28, 1980 in Case No. ME-5600. The Association recognizes the Mayor and/or his/her designated representative or representatives as the sole and exclusive representative of the City for the purpose of collective bargaining.

ARTICLE II
ASSOCIATION MEMBERSHIP DUES/SERVICE FEES

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 Association, free from interference, restraint or coercion.

2:2 Upon the written voluntary authorization of any employee in the bargaining unit, as defined in the Agreement, the City will make bi-weekly deductions for membership dues or service fees as indicated by the employee from the wages of such employee. Such authorization shall be voluntary and made upon a mutually agreeable form and shall be submitted at least thirty (30) days before it is to become effective. Should an employee revoke such authorization at any time, the City will immediately cease all deductions.

2:3 The Association 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 administration of this Article.

ARTICLE III
MANAGEMENT RIGHTS

3:1 Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the City has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it and, except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, it shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the City and direction of the working force, including, but not limited to the following:

3:1.1 To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the City.

3:1.2 To establish or continue policies, practices and procedures for the conduct of City business and, from time to time, to change or abolish such policies, practices, or procedures.

3:1.3 To discontinue processes or operations or to discontinue their performance by employees.

3:1.4 To select and to determine the number and types of employees required to perform the City’s operations.

3:1.5 To employ, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the City or the department.

3:1.6 To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the City, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.

3:1.7 To insure that incidental duties connected with departmental operations whether
enumerated in job descriptions or not, shall be performed by employees.

3:1.8 To establish contracts or sub-contracts for municipal operations.

3:1.9 To create job descriptions and revise existing job specifications as deemed as necessary.

3:2 The above rights, responsibilities and prerogatives are inherent in the City Council and the Mayor by virtue of statutory and charter provisions and are not subject to delegation in whole or in part. However, if the City exercises any of the above rights in any manner, which results in a change in the conditions of employment (as that term is defined by the State Board of Labor Relations) of any member of the bargaining unit, such change shall not be implemented without a reasonable opportunity for prior negotiations, between the City and the Association.

ARTICLE IV
PROBATIONARY PERIOD

4:1 New employees shall serve a probationary period of five (5) months from the date of employment.

4:2 During the probationary period the employee may be terminated by the City for any reason if it desires. During such probationary working period the employee shall be subject to all provisions of this Agreement, except to process a grievance for termination.

4:3 Employees promoted and assuming a new position, shall serve a probationary period of sixty (60) working days. Should the City determine it necessary to have additional probationary time, the Director of Personnel shall notify the Association and the employee in writing and shall be allowed up to thirty (30) additional working days.

4:4 During the probationary period the promoted employee shall demonstrate and prove to the complete satisfaction of the City that his/her qualifications fully meet the job requirements of the vacant position to which he/she was promoted.
4:5 Should the employee’s services be deemed unsatisfactory by the City, either during or at the end of the probation period, he/she shall revert to his/her former position together with his/her former rate of pay.

**ARTICLE V**

**DISCIPLINE AND GRIEVANCE PROCEDURE**

5:1 The parties jointly recognize the deterrent value of disciplinary action and such actions shall be administered in a fair manner. Nothing herein shall prohibit the City from imposing any type of disciplinary action at any level when the nature of the offense requires it.

5:2 A written record of an oral reprimand which is placed in an employee’s personnel file shall not be considered for purposes of further discipline after six (6) months, provided that the individual has received no other discipline in the interim. A written reprimand which is placed in an employee’s personnel file shall not be considered for purposes of further discipline after one (1) year, provided that the individual has received no other discipline in the interim. A suspension which is placed in an employee’s personnel file shall not be considered for purposes of further discipline after two (2) years, provided that the individual has received no other discipline in the interim. Evidence of warnings or suspensions may be used to rebut an employee’s claims about his/her disciplinary history.

5:3 The term “grievance” shall mean a complaint by the Association, on behalf of one (1) or more affected employees, that there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement, or that a member of the bargaining unit has been warned, suspended, demoted or discharged without just cause. The term “working days” shall mean Monday through Friday, excluding holidays.

5:4 Any claim which constitutes a grievance as defined above shall be processed in accordance with the following procedure, and in no other manner:

5:4.1 The Association, through its Grievance Committee consisting of not more than two (2) persons, shall present the grievance in writing to the Mayor or his/her designee within ten (10) working days of the occurrence of the event or condition
on which the grievance is based. The written grievance shall include a statement of the facts involved, the specific provision(s) of this Agreement alleged to have been violated, and the remedy requested. Within ten (10) working days after the Mayor or his/her designee receives the grievance, he/she shall meet with the Grievance Committee of the Association, and shall respond to the grievance in writing.

5:4.2 If the Association is not satisfied with the response to the grievance at the previous step, it may within ten (10) working days after receipt of such response present such grievance in writing, with a copy to the City, to:

a. The Connecticut State Board of Mediation and Arbitration (“Board”); provided that those grievances dealing with discharge of bargaining unit members will be submitted to the American Arbitration Association.

b. The Board or the AAA shall hear and decide the case in accordance with its rules and regulations. However, the arbitrator(s) shall hear and decide only one (1) case at a time, and shall have no power to add to, delete from, or modify in any way any of the terms of this Agreement. The decision of the arbitrator(s) shall be binding on all parties.

c. The Association and the City shall share the cost equally for any grievances presented to the AAA for adjudication.

5:5 Any grievance not presented in writing within ten (10) working days after the occurrence of the event or condition on which it is based shall be waived. Failure of the Association to appeal from a grievance decision at any step of the grievance procedure within the prescribed time limit shall be construed as acceptance of the decision at that step. Failure of the City to respond in writing at any step of the grievance procedure within the appropriate time limit shall entitle the Association to appeal to the next step of the procedure without awaiting a response.

5:6 Either party is entitled to representation of its choice at any level of the grievance procedure, provided that the costs of such representation shall be borne entirely by the party requesting it. The cost of arbitration, if any, shall be borne equally by the parties.
ARTICLE VI

APPOINTMENTS AND CLASSIFICATIONS

6:1 Before filling any vacancy or newly created position in the bargaining unit, the City shall post said position for a period of three (3) working days and shall send a copy of such posting to the Association.

6:2 In filling positions within the bargaining unit, the City shall give fair consideration to any applicant from within the bargaining unit. The City reserves the right to select the best qualified applicant, but in the event qualifications are equal, the applicant from within the bargaining unit shall be given preference. Upon request, any unsuccessful applicant from within the bargaining unit shall be given a written explanation as to why he/she was not selected.

6:3 The City shall provide to the Association the job description for any new or changed job in the bargaining unit as soon as it has been approved. Upon the request of the Association, the parties shall meet to negotiate the appropriate salary placement of any bargaining unit position which is either newly created or whose duties and responsibilities have been substantially changed after the effective date of this Agreement.

6:4 The compensation of any employee shall not be increased or decreased by a change of title or description of the job classification of the employee without a substantial bona fide change in the duties or responsibilities of the employee.

6:5 Any employee filling a position on an acting basis as designated by the Mayor in writing shall receive no less than the minimum pay for the range applicable to the higher position, and no less than the salary he/she was paid in his/her own range.

6:5.1 The City shall have the right to temporarily direct non-BPSA members to fill in during the absence of a bargaining unit member or concurrently with the recruitment for a bargaining unit position vacancy when the City determines that bargaining unit members are either not qualified or it is operationally impractical to fill in for such absence or vacancy. The City shall send written notification to the union when a non-member of the bargaining unit is selected.
Any request for job reclassification and/or pay grade increase must be submitted in writing by the Association to the Director of Personnel. The Director of Personnel shall respond in writing within sixty (60) days, with such decision to be based on whether or not there has been a substantial change in the duties or responsibilities of the position subsequent to the effective date of this Agreement.

ARTICLE VII
WORK SCHEDULES

7:1 The regular work week for full time employees shall be no less than thirty-seven and one-half (37½) hours per week nor more than forty (40) hours per week at the scheduled hours as needed for the efficient operation of the department the employee is working in.

7:2 The regular work day shall not be less than seven and one-half (7½) nor more than eight (8) hours per day at the scheduled hours as needed for the efficient operation of the department the employee is working in.

7:3 Authorized work in excess of the established work day and/or week should be recorded by the Department Head with the Director of Personnel and shall be given as equal time off at the discretion of the Department Head. Earned compensatory time shall only be recognized when submitted to the Department Head within fifteen (15) calendar days of the time earned.

Employees are required to take their scheduled lunch time and shall not be interpreted as earned Compensatory Time. If any member of the bargaining unit is determined to be not exempt from the overtime provisions of the Fair Labor Standards Act, the provisions of the Agreement concerning Compensatory Time shall not apply to such member, to the extent such provisions are inconsistent with the Act.

7:4 An employee may not earn more than ten (10) working days of Compensatory Time per fiscal year. An employee may carry over up to five (5) days of Compensatory Time from one (1) fiscal year to the next without affecting the amount of Compensatory Time that can be earned in the next fiscal year, but such five (5) days must be used prior to January 1 of the next fiscal year or will be forfeited. However, at no time may an employee be credited
with more than ten (10) days of Compensatory Time.

7:5 In the event the City changes the work day or work week for any member of the bargaining unit, the Association may request negotiations concerning an appropriate adjustment in compensation as a result of such change.

7:6 The City agrees to continue any existing practice or procedures with respect to overtime pay, call-in pay, or stand-by pay which may affect specific members of the bargaining unit.

7:7 Bargaining unit employees who are required by their superior, or authorized in writing by an appropriate City Official, to work outside their regularly scheduled hours supervising the work of other City employees, shall themselves receive overtime compensation for such hours of supervision. Bargaining unit employees who are assigned special projects and are instructed to perform them outside their regular working hours shall also receive overtime compensation for such overtime work. Overtime compensation shall be equivalent to the employee’s regular straight time hourly rate, computed by dividing the employee’s annual salary by two thousand eighty (2080) for employees regularly scheduled to work forty (40) hours per week, and by one thousand nine hundred fifty (1950) for employees regularly scheduled to work thirty-seven and one-half (37½) hours per week.

ARTICLE VIII
HOLIDAYS

8:1 The recognized paid holidays for qualifying employees are as follows:

8:1.1 New Year’s Day
8:1.2 Martin Luther King Day
8:1.3 Presidents’ Day
8:1.4 Good Friday
8:1.5 Memorial Day
8:1.6 July Fourth
8:1.7 Labor Day
8:1.8 Columbus Day
8:1.9 Veterans’ Day
8:1.10 Thanksgiving Day
8:1.11 Day after Thanksgiving
8:1.12 Half (½) day before Christmas Day
8:1.13 Christmas Day
8:1.14 Half (½) day before New Year’s

8:2 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.

8:3 Whenever any of the above holidays occur on a Saturday, said holiday shall be observed the previous Friday. When any of the above holidays occur on a Sunday, said holiday shall be observed on the following Monday, unless otherwise established in a given Department (i.e. Police, Fire).

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. Sick leave time, (paid or unpaid), if valid, granted personal leave time, perfect attendance days, and funeral leave shall be credited as a day worked.

ARTICLE IX
VACATIONS

9:1 Regular employees who have from three (3) to six (6) months of continuous employment as of June 30th of any year, shall receive one (1) week vacation with pay at their regular rate. Effective November 1, 2016, regular employees who have 0 to less than 3 months of continuous employment as of June 30th of any year or 0 to 3 months of continuous employment immediately following the start of the new fiscal year, shall receive one (1) week vacation the following January 1st.

9:2 Regular employees who have been continuously employed over six (6) months, but less than four (4) years, as of June 30th of any year shall receive two (2) weeks vacation with pay at their regular rate.

9:3 Regular employees who have been continuously employed for four (4) years, but less than nine (9) years, as of June 30th of any year shall receive three (3) weeks vacation with pay
at their regular rate.

9:4 Regular employees who have been continuously employed for nine (9) years or more as of June 30th of any year shall receive four (4) weeks vacation with pay at their regular rate.

9:5 If a paid holiday should occur during an employee’s paid vacation it shall not be counted as vacation time.

9:6 The normal vacation period shall be from July 1 to June 30th of each year.

9:7 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 time of his/her vacation according to seniority.

9:8 Service with other Departments of the City shall be counted in computing vacation eligibility, but employment must be continuous in all cases.

9:9 An employee who retires or voluntarily resigns 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) four weeks advance written notice in the case of retirement or two (2) weeks advance written notice for a voluntary resignation. If an employee dies, payment for pro-rated and/or unused vacation time shall be paid to the employee’s estate at the employee’s regular rate as death benefits. An employee who retires, resigns or is laid off shall be paid their balance of unused vacation time.

9:10 An employee may carry over vacation credits that he/she earns in a given year into the next fiscal year. Such carry over must be used or forfeited by the next June 30th.

9:11 Employees with four (4) weeks vacation can request compensation of one (1) week of said vacation in lieu of time off should the Department Head feel the employee can be used at employment. Consideration for Department Heads within the Association shall be by the Mayor.

9:12 The City shall have the right to modify the vacation credits for former employees rehired by the City of Bristol, provided that such vacation credits are not modified to the extent that they are greater than those set forth in the current Agreement between the City and the
Effective July 1, 2018, regular employees who will have 0 to less than 3 months of continuous employment as of June 30th of any year or 0 to 3 months of continuous employment immediately following the start of a new fiscal year, will be offered the ability to purchase up to one (1) week of vacation through equal payroll deductions to be fully paid over a 3 month period. Employees must make the election within 30 days of hire date. The vacation must be used prior to January 1. If an employee takes such a vacation and subsequently leaves employment with the City prior to completing the purchase of the vacation, the City will withhold the balance owed from the employee’s last paycheck. If an employee’s last paycheck is not sufficient to cover the money owed, the City reserves the right to bill the employee.

ARTICLE X
SICK LEAVE

10:1 Sick leave shall be considered to be 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.

10:2 Eligibility for sick leave payments shall be computed from the date an employee is appointed a full time employee. Employees shall call in on, or before, their assigned starting time or they shall not receive sick leave credit for said day, unless the reason for tardy notification is deemed satisfactory by the Department Head. The accumulation and payment of sick leave shall be made as covered in the Article.

10:3 An employee who has been on the payroll for less than six (6) months will receive no sick leave.

10:4 An employee who has been on the payroll for six (6) months, but less than one (1) year, shall be paid for absence of not more than five (5) working days.

10:5 An employee who has been on the payroll continuously for one (1) year shall receive seven (7) working days sick leave credit on the anniversary date of his/her employment.
10:6 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 Section 10:9.

10:7 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 Section 10:8.

10:8 Sick days shall begin to accumulate at said anniversary date of employment and continue until such time as two hundred (200) working days are achieved which shall be the maximum credits allowed for any employee. For employees hired after June 30, 2011, 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.

10:9 After the expiration of sick leave days, 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.

10:10 The City may require a medical certificate and reason for 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 absences of three (3) consecutive days or less, it shall be paid for by the City.

10:11 If an employee is approved for return to work without a physician’s certificate he/she shall return to work immediately if scheduled. Should an employee require a physician’s approval he/she shall not return to work until approval is given by said physician and it is received by the responsible Department Head or Supervisor in charge.

10:12 It shall be the right of the City through any Department Head and/or Director of Personnel to indicate existing abuses of sick leave. In such case the Department Head and/or Director of Personnel shall produce records and proof of sick leave abuse to the employee involved and inform the employee the manner in which the abuse is to be handled. This action can
be subject to the grievance procedure as outlined in this Agreement.

10:13 Effective January 1, 2002, upon retirement or death of an employee, forty-five percent (45%) of all unused sick leave shall be paid to the employee, or as death benefits to the employee’s estate.

10:14 Effective July 1, 2018, an employee may use up to two (2) weeks of his or her accrued sick time, as set forth above, throughout the budgeted year for medical care of family members. An employee may use this leave to take family members to medical appointments or emergency services. When taking such leave, an employee shall be required to notify his or her supervisor or in the case of department heads, the mayor of the leave on or before his or her assigned starting time, or in the case of an emergency, as soon as practicable. The City shall have the right to request proof that the employee used this time for said purpose through documentation from the service provider. Details of the medical care are not required.

**ARTICLE XI**

**LEAVES OF ABSENCE**

11:1 Personal leave with permission shall be granted by the Department Head for good and sufficient reason for a period not to exceed two (2) days per fiscal year with pay, and one (1) additional day with pay of such leave may be granted by the Mayor. Any personal leave time not used by June 30th of each year is forfeited.

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 Mayor, who shall indicate such approval by signing and returning the request for leave to the Department Head who originally approved it; he/she, in turn, will grant permission and send the request to the Personnel Department who will then process such leave properly.
11:3 A properly authorized leave of absence shall have no effect on the employee’s length of service, eligibility for vacation 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 (unless such leave is FMLA-qualifying). Upon the return to work of the employee, the Department Head shall notify the Personnel Department giving all necessary information to effectuate the employee’s return to work.

11:4 In the event an employee fails to return to service at the expiration of his/her leave such employee shall be considered to have terminated his/her employment as of the termination date of such leave. Any possible relaxing of this rule shall only be considered by the Director of Personnel after proof of unusual or worthy reason(s).

**ARTICLE XII**

**BEREAVEMENT LEAVE**

12:1 The City will grant three (3) regular working days with pay in the event of death in the immediate family. Time taken must be in conjunction with the date of the funeral or memorial service. The immediate family shall include spouse, mother, father, daughter, son, step mother, step father, step child, sister, brother, mother-in-law, father-in-law, or any relative who is an actual member of the immediate household.

12:2 In the event of a death of a grandchild, grandparent, brother-in-law, sister-in-law, or aunt, uncle, niece, nephew of the employee or employee’s spouse, one (1) day will be allowed provided the employee attends the funeral.

12:3 The Department Head can allow up to an additional two (2) days leave over the days allowed in Section 12:1 and 12:2 of this Article, should he/she deem the reason(s) unusual and worthy provided that it does not disrupt the efficient operation of the Department.

**ARTICLE XIII**

**JURY DUTY**

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.

13:2 When employees who are serving on Jury Duty are not required to serve a full day, he/she shall report back to work. Failure of the employee to return to work shall result in the employee receiving payment for such Jury Duty from the Court only. If the employee is excused from Jury Duty not later than three (3) hours prior to the end of his/her shift, the employee shall return to work.

ARTICLE XIV
PERFECT ATTENDANCE DAYS

14:1 Perfect attendance time shall be granted for perfect attendance under the following conditions:

14:1.1 Each calendar quarter of perfect attendance shall earn an employee one (1) day vacation to be taken within one (1) year from the time earned. The calendar quarters shall begin January 1, April 1, July 1, and October 1, of each year.

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 (1) year from the time earned.

14:1.3 Effective July 1, 2011, any accumulated lost time shall constitute a break in continuity of perfect attendance unless it is allowable time off as covered in Section 14:1.4.

14:1.4 The following leave time shall be considered earned toward perfect attendance:
   a. Earned Vacation
   b. Perfect Attendance Days
   c. Days covered by Workers’ Compensation
   d. Bereavement Leave
   e. Personal Leave
   f. Compensatory Time
   g. Union Business Leave
ARTICLE XV

WORKERS' COMPENSATION

15:1 Any employee covered by this Agreement 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 employee’s weekly straight time salary (after deducting Social Security and withholding taxes) and the benefits payable to him under the Workers’ Compensation Act. The City’s obligation shall only be paid as long as it is the regular weekly compensation rate, not to exceed fifty-two (52) weeks.

15:2 The City reserves full and unilateral right to implement a Return-To-Duty policy and Preferred Provider Network for all workers compensation injuries/illnesses.

ARTICLE XVI

INSURANCE AND PENSION

16:1 Health Insurance

16:1.1 Effective upon ratification of this Agreement, employee cost share shall increase to fourteen and three-quarter percent (14.75%) of the cost 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, except that an employee’s weekly cost share shall be increased by eighteen dollars ($18) if during the preceding calendar year the employee and the employee’s enrolled spouse did not participate in each of the following wellness components: 1) biometric screening; 2) health risk assessment; 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.

16:1.2 Appendix C is for reference purposes only, with the Summary Plan Description being on file in the City Comptroller’s Office.
Effective July 1, 2019, employees will have the option of remaining on the POS plan set forth in Appendix C. Employee cost share shall increase to fifteen and three-quarter percent (15.75%) of the cost 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, 2019, the High Deductible/HSA (Health Savings Account) plan described below shall become an optional health insurance plan for all eligible employees:

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<thead>
<tr>
<th>HSA</th>
<th>Effective July 1, 2019-June 30, 2022</th>
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<tbody>
<tr>
<td>Deductible</td>
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</tr>
<tr>
<td>In-Network Benefits</td>
<td>100%</td>
</tr>
<tr>
<td>In-Network Co-Insurance</td>
<td>100%</td>
</tr>
<tr>
<td>Out of Pocket Max (Inc. Ded)</td>
<td>$2,000/$4,000</td>
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<tr>
<td>Preventive Services</td>
<td>100% not subject to deductible</td>
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<tr>
<td><strong>Out of Network Benefits</strong></td>
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<tr>
<td>Deductible</td>
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<td>Coinurance</td>
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<td>Out of Pocket Max (Inc. Ded)</td>
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<td>Pharmacy Benefits</td>
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<tr>
<td>Employer HSA Funding</td>
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</table>

Employee cost share for the High Deductible/HSA shall be fifteen and three-quarter percent (15.75%) of the cost 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.

For the July 1, 2019 through June 30, 2020 fiscal year only, the City’s contributions toward the HSA deductible for employees who elect to participate in the High Deductible/HSA shall be deposited into the employees’ HSA accounts in one installment in July of 2019. The parties acknowledge that the City’s contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed employees. The City shall have no obligation to fund any portion of the HSA deductible for retirees or other
individuals upon their separation from employment.

Effective July 1, 2020 the High Deductible/HSA will become the core health insurance plan available to employees. Employee cost share shall be as follows: July 1, 2020 sixteen and one-quarter percent (16.25%), July 1, 2021 seventeen and one-quarter percent (17.25%) of the cost 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. Employees will have the option of buying-up to the POS health insurance plan if they so choose.

Effective July 1, 2020, the City’s contributions toward the HSA deductible shall be deposited into the employees’ HSA accounts in two equal installments, the first in July and the second in January. The parties acknowledge that the City’s contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed employees. The City shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

Effective July 1, 2019 employee’s cost share 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.

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

16:2 Dental Insurance

16:2.1 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 subject to 16:1.1.

16:2.2 Riders A, B, C, and D.

16:2.3 Dependent Child Rider.

16:3 Life Insurance

16:3.1 The City shall provide and pay for all active members of the Bargaining Unit Group Term Life Insurance coverage equivalent to twice their annual salary (rounded to the nearest one thousand dollars [$1000]), subject to a limit of seventy-five thousand dollars ($75,000) of coverage.

16:4 Retiree Benefits

16:4.1 a. Effective July 1, 1996, for employees who retire with the combination of age and years of service which entitles them to full retirement benefits, the City will pay the full cost of the health insurance coverage cited in Section 16:1, 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 16:4.1b and Section 16:4.2, below.

b. 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 date of retirement, may do so at their own
expense, carrier permitting.

c. For all new employees hired after June 30, 2011, 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 16:1, 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 16:4.1.d. and Section 16:4.2 below.

d. 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 date of retirement, may do so at their own expense, carrier permitting.

16:4.2 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.

16:4.3 The City will presume all retirees are recipients or participants in Medicare Part A and B when eligible. The City will designate Medicare as the primary insurer.

16:5 Pension Plan

16:5.1 The City shall provide to the members of the bargaining unit pension benefits in accordance with the arbitration award in Case No. 9192-MBA-85, highlighted as follows, except that effective June 30, 2011, employee contributions and their application shall be in accordance with Section 16:6.

a. Employees shall be eligible for retirement at age seventy (70), or at age fifty-five (55) provided age plus service totals eighty (80) years.

b. Employees whose age plus service equals eighty-five (85), and who were participants in the retirement system on November 23, 1988, shall be eligible for retirement regardless of age.
c. Interest payable to employees upon withdrawal of contributions, and interest payable by employees when buying back past service, shall be five percent (5%).

16:5.2 Retirement benefits shall be computed as follows:

a. The multiplier for years of service of 2.4% shall be unchanged for employees with twenty-five (25) years of service as of January 1, 2018, or who were otherwise eligible to retire with full benefits on or before January 1, 2018.

b. For other current employees, the 2.4% 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).

c. Employees hired on or after July 1, 2018 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 base pay. Employees hired on or after July 1, 2018 shall make employee contributions of seven percent (7%) of base pay on a pre-tax basis in accordance with Article 16:6.

16:5.3 The provisions of Sections 16:5.1 and 16:5.2, hereinabove, in addition to City Ordinance Section 2-66 through and including Section 2-89.1 will constitute the pension plan for bargaining unit members, under this collective bargaining Agreement.

16:6 Effective June 30, 2011, employee contributions (other than as set forth in Section 16:5.2(c)) shall be six percent (6.0%) 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. Employee contributions towards the retiree health account shall be irrevocable and non-refundable. The City will provide written notice to the Union President regarding any redistribution of the employee contribution to either the retiree health account or the pension fund.

16:7 It is understood and agreed that questions concerning the interpretation, application and coverage of the pension program can only be decided by the trustees of the Pension Plan, and such questions shall not be subject to the grievance procedure. Any questions concerning the interpretation, application and coverage of the insurance program shall be subject to the contractual grievance procedure found in Article V of the Agreement.

16:8 The City reserves the right to substitute at any time during the term of this Agreement any benefit plan which provides equal or better benefits than any existing plan.

16:9 At any time, should an alternate health insurance become available, which would provide similar coverage in terms of level of benefits, the Association shall, upon request of the City, meet to discuss inclusion in such plan or plans for the bargaining unit. At no time should such discussions be deemed negotiations or collective bargaining subject to the midterm negotiations rules of MERA unless mutually agreed to by the City and the Association.
ARTICLE XVII

SALARIES

17:1 Salary payments will be paid bi-weekly via direct deposit. Salary payments shall be in accordance with the schedules attached hereto:

17:1.1 Effective and retro-active to July 1, 2018, the salaries for job classifications currently in salary level 5 will be moved to the 2017-2018 salaries for salary level 6. These classifications will not receive a general wage increase in the 2018-2019 fiscal year. The salaries at all classifications and steps between salary level 6 and 12 shall be increased by two and one-quarter percent (2.25%), and the 2018-2019 salary schedule shall be set forth in Appendix B, which is attached hereto and expressly made a part of this Agreement.

17:1.2 Effective July 1, 2019, the salaries at all classifications and steps on the 2018-2019 salary schedule shall be increased by two and one-quarter percent (2.25%), and the 2019-2020 salary schedule shall be set forth in Appendix B, which is attached hereto and expressly made a part of this Agreement.

17:1.3 Effective July 1, 2020, the salaries at all classifications and steps on the 2019-2020 salary schedule shall be increased by two and one-half percent (2.50%), and the 2020-2021 salary schedule shall be set forth in Appendix B, which is attached hereto and expressly made a part of this Agreement.

17:1.4 Effective July 1, 2021, the salaries at all classifications and steps on the 2020-2021 salary schedule shall be increased by two and one-half percent (2.50%), and the 2021-2022 salary schedule shall be set forth in Appendix B, which is attached hereto and expressly made a part of this Agreement.

17:2 Effective July 1, 2018, advancement through the six (6) salary steps of each salary level shall be automatic for Steps two (2) through seven (7). Payment of each full step will be in effect on the first day of each successive January for employees hired prior to January 1, 1985, and on the first pay day of the month following the anniversary date of hire for all other employees. Effective July 1, 2018, the $1000 bonus for eligible employees hired
prior to July 1, 2004 shall be eliminated. Employees who have been on Step six (6) for more than a year shall advance to Step seven (7) effective July 1, 2018.

17:3 The City reserves the right, when filling any vacant position in the bargaining unit, to determine what Step of the salary level the employee shall start.

17:4 Regarding “special projects” which employees are instructed to perform outside their regular working hours, it is understood the parties do not intend to require premium overtime pay for work which has always been considered part of the employee’s job (such as attending meetings, investigating accidents, etc.) The only “special project” which either party can recall which would qualify under this new provision is the Jerome Avenue sidewalk project, and this example shall be a guide for future cases.

17:5 Effective July 1, 2014, employees who move to the next highest salary level as a result of reclassification or promotion will be placed at an appropriate step which guarantees at least a two thousand dollar ($2,000) increase from their previous step.

**ARTICLE XVIII**

**MISCELLANEOUS**

18:1 Any matter which is not specifically covered by one (1) or more sections of this Agreement may be governed by the Charter, Ordinances or Personnel Procedures of the City of Bristol, as the same may be amended from time to time. However, this provision shall not be construed to incorporate any such document into this Agreement.

18:2 If any provision hereof is declared unlawful or void by an administrative or judicial tribunal of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect for the balance of its term.

18:3 This document contains the full and complete agreement between the parties on all negotiable issues, and neither party shall be required during the term hereof to negotiate upon any issue, whether it is covered or not covered herein.

18:4 The City of Bristol Tuition Reimbursement Program and any changes in such policy which the City may adopt, shall also apply to members of this Bargaining Unit.
The City and the Association agree that “beeper use” by bargaining unit members shall be governed by the arbitration award in Case No. 9394-MBA-91.

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.

Employee’s glasses that are broken in the performance of their duty shall be replaced (cost of lenses plus up to twenty-five dollars [$25] for frames) at the expense of the City.

ARTICLE XIX
UNION BUSINESS LEAVE

For meetings other than negotiations and grievance arbitrations which occur outside of the City of Bristol, such as Association sponsored meetings, labor conventions and educational conferences, a total of three (3) Association representatives will be allowed to attend. However, the Association representatives shall provide at least five (5) days notice prior to the commencement of such leave to the Personnel Director and the employee’s supervisor. This shall not preclude the supervisor or the Personnel Director from granting such time off with lesser notice.

ARTICLE XX
NO STRIKE, NO LOCKOUT

The Association agrees that it will not call, authorize, instigate, sanction or condone any strike, slowdown, or concerted refusal to render services during the term of this Agreement or any extension thereof. It is understood that any employee in the bargaining unit who engages in such acts shall be subject to disciplinary action, up to and including discharge.
ARTICLE XXI
NO DISCRIMINATION

21:1 It is the policy of the City of Bristol to provide equal opportunity employment in municipal employment of all qualified persons; to prohibit discrimination in employment of all qualified persons; to prohibit discrimination in employment because of age, race, sex, sexual orientation, marital status, creed, color, religion, national origin, ancestry, physical or mental disability, gender identity, gender expression, veteran status or political affiliation; and to promote the full utilization of equal employment opportunity through a positive continuing program in each municipal department.

ARTICLE XXII
CITY VEHICLES

22:1 The City is not obligated to assign a City vehicle to any member of the bargaining unit. All vehicle assignments may be revoked at any time and at the sole discretion of the City. The City reserves the unilateral right to review and make changes regarding the continuing need for vehicle assignments. The provisions of the Personnel Procedures concerning personal use of City vehicles shall continue to apply. In any event, use of vehicle, vehicle assignments, the type of vehicle provided and frequency of replacement shall be determined by the City and shall not be grievable. No member of the bargaining unit shall use a city-owned vehicle for commuting to and from home or for any other personal use except when such employee has responsibility for ongoing and recurring time-critical emergency responses as determined by the City. Such take home use is considered to be personal use. Other than commuting, no other personal use of city vehicles is permissible. Such take home use must be specifically assigned by the Mayor in writing.

22:2 City vehicles assigned to one (1) employee may be utilized by other employees during regular working hours subject to procedures established by the Head of the Department to which the vehicle is assigned, as directed by the Mayor.

22:3 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 in the current Internal Revenue Service rate per mile.
Employees who are assigned a City vehicle and are required to pay taxes for such use shall be refunded such taxes when the W-2 forms are submitted by the Comptroller’s Office.

ARTICLE XXIII
SUBSTANCE ABUSE

The Bristol Professionals and Supervisors Association has no objection to the City’s instituting and/or administering a Substance Abuse Plan or Policy during the life of this Agreement with the proviso that the following mutually agreed upon provisions be considered incorporated by reference therein with respect to the Association and the members of its bargaining unit:

23:1.1 Upon request, by any member of the Bristol Professionals & Supervisors Association bargaining unit shall be given the right to Association representation, to the extent required by the Weingarten decision, at all investigatory interviews connected with the City of Bristol’s drug testing program and/or controlled substance policy.

23:1.2 No disciplinary actions including, but not limited to, termination shall be taken by the City of Bristol except:
   a. in accordance with Article III (Management Rights) of the Agreement between the City and the Association; and
   b. in conformity with investigatory and hearing procedures that meet the due process requirements of the Constitutions of the United States and of the State of Connecticut.

23:1.3 All drug testing and investigative procedures and techniques utilized by the City will respect each employee’s constitutional right to privacy.

23:1.4 All disputes arising with respect to the City’s drug testing program and/or controlled substance policy shall be processed pursuant to Article V (Grievance Procedure) of the current Agreement.

23:2 The Association will not challenge the City’s right to prepare, implement or revise the terms and conditions of a Substance Abuse Plan or Policy during the life of the Agreement
so long as the City honors and observes the requirements of this Substance Abuse Article as set forth hereinabove.

**ARTICLE XXIV**

**LAYOFFS**

24:1 When it becomes necessary to reduce the force, or a job is eliminated, layoffs will be according to department seniority, when feasible, and when this procedure will not impair the proper operation of the department. In the event a layoff is proposed or pending, the Director of Personnel shall inform the Association Representative in writing.

Prior to the City’s decision to lay off employees, the City agrees to discuss possible alternatives to any layoffs with the BPSA leadership. At no time should such discussions be deemed negotiations or collective bargaining subject to the midterm negotiations rules of MERA unless mutually agreed to by the City and the Union. Any decision to lay off employees shall remain within the sole discretion of the City.

24:2 When layoffs become necessary, after the layoff of new probationary employees (employees having worked for the City less than five [5] months), employees shall be laid off in order of their department seniority (least senior first), provided that the employees retained are able to satisfactorily perform such work as remains available.

24:3 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/she 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.

24:4 For purposes of this Article, Association 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 the department or, in the case of a union officer, one of the remaining jobs in the bargaining unit.
of the remaining jobs in the bargaining unit.

**ARTICLE XXV**

**MILITARY LEAVE**

25:1 An employee departing for military service shall, upon written request, receive any vacation time accrued to his credit and such employee’s seniority rights shall not be impaired during his 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.

25:2 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.

25:3 It is understood that any employee working elsewhere after military service has concluded and prior to claiming his 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 XXVI**

**DURATION AND SIGNATURES**

26:1 This agreement is for a four (4) year contract effective July 1, 2018 through June 30, 2022.

26:2 Negotiations for a successor Agreement shall begin on or before March 1, 2022, provided either party notifies the other in writing on or before February 15, 2022 of its intent to renegotiate the terms of this Agreement. In the absence of such notification the duration of this Agreement shall automatically be extended by one (1) year, through June 30, 2023.

26:3 In witness whereof, the parties hereto have caused their duly authorized representatives to affix their signatures herein below on this 15th day of November, 2018, and 16th day of November, 2018.
FOR THE CITY OF BRISTOL

Ellen Zoppo-Sassu, Mayor

Diane Waldron, Comptroller

FOR THE BRISTOL PROFESSIONALS & SUPERVISORS ASSOCIATION, AFT LOCAL #5042, CT, AFL-CIO

Michael Ozga, Staff Rep, BPSA

William Wolfe, Union President

Thomas DeNotto, Negotiating Team

David Oakes, Negotiating Team

Dawn Leger, Negotiating Team

Ann Bednaz, Negotiating Team

Guy Morin, Negotiating Team

ATTEST: Therese Pac, Town and City Clerk, As per vote of the City Council on August 15, 2018
## APPENDIX A
### SALARY LEVELS AND CLASSIFICATIONS

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<thead>
<tr>
<th>SALARY LEVEL</th>
<th>CLASSIFICATION</th>
</tr>
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</table>
| 5            | Assistant Director/Program Supervisor  
                    Intensive Outreach Support Worker  
                    Programming/Public Relations Manager  
                    Youth Advocate |
| 6            | Aquatics Supervisor (moved from Classification 5 as of January 1, 2019)  
                    Assessment Technician  
                    Recreation Coordinator  
                    Supervisor of Branch Services  
                    Supervisor of Children’s Services  
                    Water Department Office Manager |
| 7            | Chief Inspector  
                    Civil Engineer  
                    Community Development Coordinator  
                    Deputy Tax Collector  
                    Deputy Treasurer  
                    Grants Administrator  
                    Marketing & Public Relations Specialist  
                    Parks, Grounds & Facilities Supervisor  
                    Public Works Analyst |
| 8            | Assistant Chief Operator/Lab Supervisor  
                    Assistant Superintendent of Streets & Maintenance Operations  
                    Deputy Assessor  
                    Environmental Engineer  
                    School Readiness & Child Day Care Grants Manager |
| 9            | Assistant Chief Operator/Maintenance & Collection System  
                    Assistant Chief Operator/Lab Supervisor (w/Class 4 WTPO License)  
                    Assistant City Engineer  
                    Assistant Superintendent of Meter Shop  
                    Assistant Superintendent of Constructions & Maintenance  
                    Assistant Superintendent of Water Supply & Treatment  
                    Director of Youth and Community Services  
                    Executive Director - Dept. of Aging  
                    Fleet Manager  
                    Senior Systems Analyst  
                    Superintendent Solid Waste Operations  
                    Superintendent Streets & Maintenance Operations |
### APPENDIX A

#### SALARY LEVELS AND CLASSIFICATIONS

(continued)

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<th>SALARY LEVEL</th>
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| 10           | Assessor  
|              | Assistant Comptroller  
|              | Chief Building Official  
|              | City Engineer  
|              | Planner/Development Coordinator  
|              | Public Facilities & Energy Manager  
|              | Purchasing Agent  
|              | Tax Collector |
| 11           | Executive Director - Bristol Development Authority  
|              | Network Manager |
| 12           | Library Director  
|              | Chief Information Officer  
|              | Superintendent of Parks & Recreation  
|              | Water Pollution Control Manager |
### APPENDIX B
### SALARY SCHEDULES

**EFFECTIVE - JULY 1, 2018**
(REFLECTS 2.25% INCREASE)

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<th>STEPS</th>
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**EFFECTIVE - JULY 1, 2019**
(REFLECTS 2.25% INCREASE)

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EFFECTIVE - JULY 1, 2020  
(REFLECTS 2.50% INCREASE)

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<th>Salary Level</th>
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<th>(3)</th>
<th>(4)</th>
<th>(5)</th>
<th>(6)</th>
<th>(7)</th>
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EFFECTIVE - JULY 1, 2021  
(REFLECTS 2.50% INCREASE)

<table>
<thead>
<tr>
<th>Salary Level</th>
<th>(2)</th>
<th>(3)</th>
<th>(4)</th>
<th>(5)</th>
<th>(6)</th>
<th>(7)</th>
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<td>$66,728</td>
<td>$69,594</td>
<td>$74,742</td>
<td>$80,650</td>
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<tr>
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<td>$67,068</td>
<td>$70,223</td>
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<td>$76,521</td>
<td>$82,192</td>
<td>$88,100</td>
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## APPENDIX C

**City of Bristol**  
**CIGNA**  
**Benefits at a Glance**

<table>
<thead>
<tr>
<th></th>
<th>In Network</th>
<th>Out-of-Network</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>You pay:</td>
<td>You pay:</td>
</tr>
<tr>
<td>Office Visit Copayment</td>
<td>$30</td>
<td>You pay 20%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Plan pays 80%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>After the deductible is met</td>
</tr>
<tr>
<td>Hospital Copayment</td>
<td>$300</td>
<td>You pay 20%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Plan pays 80%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>After the deductible is met</td>
</tr>
<tr>
<td>Outpatient Surgery Copayment</td>
<td>$150</td>
<td>You pay 20%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Plan pays 80%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>After the deductible is met</td>
</tr>
<tr>
<td>Coinsurance</td>
<td>$0</td>
<td>You pay 20%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Plan pays 80%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>After the deductible is met</td>
</tr>
<tr>
<td>Calendar year deductible (individual/2-member family/3+ member family)</td>
<td>$0</td>
<td>$1,000/$2,000/$3,000</td>
</tr>
<tr>
<td>Calendar year out-of-pocket maximum (individual/2-member family/3+ member family)</td>
<td>$3,000/$6,000/$9,000</td>
<td>$3,000/$6,000/$9,000</td>
</tr>
<tr>
<td>Lifetime Maximum</td>
<td>Unlimited</td>
<td></td>
</tr>
</tbody>
</table>

### PREVENTIVE CARE

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

### MEDICAL CARE

- **Office visits**  
  - **$30 Copay**  
  - **You pay 20%**  
  - **Plan pays 80%**  
  - **After the deductible is met**

- **Specialist consultations**  
  - **$30 Copay**  
  - **You pay 20%**  
  - **Plan pays 80%**  
  - **After the deductible is met**

- **OB/GYN care**  
  - **$30 Copay**  
  - **You pay 20%**  
  - **Plan pays 80%**  
  - **After the deductible is met**

- **Maternity care - initial visit subject to copayment, no charge thereafter**  
  - **$30 Copay**  
  - **You pay 20%**  
  - **Plan pays 80%**  
  - **After the deductible is met**

- **Lab and X-ray**  
  - **$25 Copay**  
  - **You pay 20%**  
  - **Plan pays 80%**  
  - **After the deductible is met**

- **High cost diagnostics (includes CAT, CTA, PET, SPECT, MRA, MRI)**  
  - **$100 Copay-capped at 4 tests**  

- **Allergy Services Office visits/testing Injections**  
  - **$30 Copay**  
  - **You pay 20%**  
  - **Plan pays 80%**  
  - **After the deductible is met**

### HOSPITAL CARE - Prior authorization required.

- **Semi-private room**  
  - **$300 Copay**  
  - **You pay 20%**  
  - **Plan pays 80%**  
  - **After the deductible is met**

- **Maternity and newborn care**  
  - **$300 Copay**  
  - **You pay 20%**  
  - **Plan pays 80%**  
  - **After the deductible is met**

- **Skilled nursing facility, Rehabilitation Hospital, Sub-Acute Facilities - up to 180 days per calendar year**  
  - **$300 Copay**  
  - **You pay 20%**  
  - **Plan pays 80%**  
  - **After the deductible is met**

- **Outpatient surgery - in a hospital or surgi-center**  
  - **$150 Copay**  
  - **You pay 20%**  
  - **Plan pays 80%**  
  - **After the deductible is met**
### EMERGENCY CARE

<table>
<thead>
<tr>
<th>Service</th>
<th>Inpatient</th>
<th>Outpatient</th>
<th>*Initial Copay</th>
<th>*Initial Copay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Walk-in/Urgent Care</td>
<td>$50</td>
<td>$50</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hospital emergency room - copayment waived if admitted</td>
<td>$150</td>
<td>$150</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ambulance</td>
<td>$50</td>
<td>$50</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### OTHER HEALTH CARE

<table>
<thead>
<tr>
<th>Service</th>
<th>Inpatient</th>
<th>Outpatient</th>
<th>*Initial Copay</th>
<th>*Initial Copay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Outpatient rehabilitative services:</td>
<td></td>
<td></td>
<td>$20 Co-pay</td>
<td></td>
</tr>
<tr>
<td>50 days maximum for PT, OT, ST and Chiro. per year</td>
<td></td>
<td></td>
<td>$20 Co-pay</td>
<td></td>
</tr>
<tr>
<td>Cardiac Rehab - unlimited days per calendar year</td>
<td></td>
<td></td>
<td>No charge</td>
<td></td>
</tr>
<tr>
<td>Pulmonary rehab - unlimited days per calendar year</td>
<td></td>
<td></td>
<td>No charge after $20 per office visit Copay</td>
<td></td>
</tr>
<tr>
<td>Cognitive therapy - unlimited days per calendar year</td>
<td></td>
<td></td>
<td>No charge after $20 per office visit Copay</td>
<td></td>
</tr>
<tr>
<td>Prosthetic devices</td>
<td></td>
<td></td>
<td>No charge</td>
<td></td>
</tr>
<tr>
<td>Durable medical equipment</td>
<td></td>
<td></td>
<td>No charge</td>
<td></td>
</tr>
<tr>
<td>Hospice Care</td>
<td></td>
<td></td>
<td>No charge</td>
<td></td>
</tr>
<tr>
<td>Home Health Care unlimited days per calendar year</td>
<td></td>
<td></td>
<td>No charge</td>
<td></td>
</tr>
<tr>
<td>Routine eye exams - Coverage under CIGNA Vision Care Network - 1 exam annually</td>
<td></td>
<td></td>
<td>No charge</td>
<td></td>
</tr>
</tbody>
</table>

### MENTAL HEALTH/SUBSTANCE ABUSE CARE

<table>
<thead>
<tr>
<th>Service</th>
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<th>Outpatient</th>
<th>*Initial Copay</th>
<th>*Initial Copay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inpatient</td>
<td>$300</td>
<td>$30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Outpatient physician office visits</td>
<td>$30</td>
<td>$30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Outpatient facility visits</td>
<td>No charge</td>
<td></td>
<td></td>
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### PRESCRIPTION BENEFITS*

<table>
<thead>
<tr>
<th>Type</th>
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<th>*Initial Copay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Retail Generic</td>
<td>$10</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Retail Brand Formulary</td>
<td>$25</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Retain Brand Non-Formulary</td>
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<td>Mail Order Generic</td>
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<tr>
<td>Mail Order Brand Formulary</td>
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<tr>
<td>Mail Order Brand Non-Formulary</td>
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<tr>
<td>Prescription Annual Maximum</td>
<td>Unlimited</td>
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<td></td>
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<tr>
<td>Pharmacy out of pocket maximum</td>
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<td>$2,000/$3,000/$4,000</td>
<td>20% after deductible</td>
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</table>

*Assumes mandatory generic substitution. RX preferred formulary. Wellness prescriptions at $0 co-pay. Retail capped at 30 day supply.

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

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