

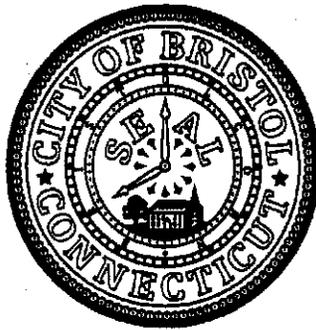
# **AGREEMENT**

**BETWEEN**

**THE CITY OF BRISTOL**

**AND**

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



**JULY 1, 2014 - JUNE 30, 2017  
(1 Year Extension to June 30, 2018 ratified November 1, 2016)**

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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 designated representative or representatives as the sole and exclusive representative of the City for the purpose of collective bargaining.

## ARTICLE II ASSOCIATION SECURITY

- 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 It shall be a condition of employment that all employees of the City who are covered by this Agreement, and who are members in good standing of the Association on the day that said Agreement becomes effective, shall either remain members in good standing or pay to the Association an amount equal to the regular dues that a member is charged. It shall also be a condition of employment that all other present employees covered by this Agreement, and all new employees covered by said Agreement and hired on or after the effective date of said Agreement, shall on or before the thirtieth

(30th) calendar day following such employment, or the thirtieth (30th) calendar day following said effective date, whichever occurs later, either become and remain members of the Association in good standing, or pay to the Association an amount equal to the regular dues that a member is charged.

- 2:3 It is further agreed that, upon the written authorization of any employee in the bargaining unit, as defined in the Agreement, the City will make weekly deductions from the wages of such employee. Such authorization shall be made upon a mutually agreeable form and shall be submitted at least thirty (30) days before it is to become effective.

**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 probational 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.

6:6 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 (37 ½) 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 (7 ½) 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. Credit for authorized Compensatory Time shall not be computed for time up to thirty (30) minutes beyond the regular work day. 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 (37 ½) 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 1<sup>st</sup>.
- 9:2 Regular employees who have been continuously employed over six (6) months, but less than six (6) 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 six (6) years, but less than eleven (11) 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 eleven (11) 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 30<sup>th</sup>.
- 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 Association.

**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 Sick leave benefits shall commence with the second consecutive sick day of each sick absence starting with the fourth (4th) individual illness in the employee's anniversary year.
- 10:10 After the expiration of sick leave days, employees will receive 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.
- 10:11 A medical certificate may be required and reason for absence consisting of more than three (3) consecutive working days at the employee's expense for the first such absence in each fiscal year. Thereafter, for each successive absence of more than three (3) consecutive working days, a medical certificate shall be required and reason for such absence 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.

10:12 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.

10:13 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.

10:14 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.

**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 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 and retroactive to July 1, 2016, employee cost share shall increase to thirteen and one-quarter percent (13.25%) 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. Effective July 1, 2017, employee cost share shall increase to fourteen and one-quarter percent (14.25%); 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; 4) participation in disease management program for those with diabetes (Type 1 and 2); asthma or COPD, heart disease/heart failure, hyperlipidemia (high cholesterol) or hypertension. This section shall also apply during any period of unpaid leave, except where required to pay the full cost as described in Section 11:3.

16:1.2 Appendix D and E are for reference purposes only, with the Summary Plan Description being on file in the City Comptroller's Office.

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 fifty thousand dollars (\$50,000) 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, as denoted in Section 16:5.1.c, 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. Effective January 2, 2003, employee contributions shall be five and seven tenths percent (5.7%) of all pay on a pre-tax basis in accordance with IRS Code Section 414(h)(2).
- d. 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 based on the following percentages of the following average annual pay:

- a. July 1, 2000 - 2.25%
- b. January 1, 2002 - 2.40%

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 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.

## **ARTICLE XVII**

### **SALARIES**

- 17:1 Salary payments shall be in accordance with the schedules attached hereto:
- 17:1.1 Effective and retro-active to July 1, 2016, the salaries at all classifications and steps on the 2015-2016 salary schedule shall be increased by two and eight-tenths percent (2.8%), and the 2016-2017 salary schedule shall be set forth in Appendix B, which is attached hereto and expressly made a part of this Agreement. Step 1 was eliminated effective November 1, 2016.

- 17:1.2 Effective July 1, 2017, the salaries at all classifications and steps on the 2016-2017 salary schedule shall be increased by two and one-half percent (2.5%), and the 2017-2018 salary schedule shall be set forth in Appendix C, which is attached hereto and expressly made a part of this Agreement.
- 17:2 Effective November 1, 2016, advancement through the five (5) salary steps of each salary level shall be automatic for Steps two (2) through six (6). 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. Once an employee reaches Step six (6) of his/her salary level, he/she will receive a one thousand dollar (\$1000) bonus on 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. Employees will not receive the bonus the same year they reach Step 6. The one thousand dollar (\$1,000) bonus shall be eliminated for all employees hired into the bargaining unit on or after July 1, 2004.
- 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.

18:5 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.

18:6 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.

18:7 Notwithstanding 18:3 above, in the event that the City implements bi-weekly pay periods with other unions, the City shall implement such bi-weekly pay periods with Local #6012. The City agrees to bargain over any impact of such implementation.

18:8 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**

19:1 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**

20:1 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, physical disability, gender identity, gender expression 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.
- 22:4 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**

23:1 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, 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.

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.

**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.

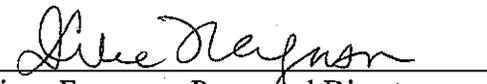
Re-employment rights generally apply for cumulative length of military service which does not exceed five (5) years as outlined by USERRA regulations.

**ARTICLE XXVI**  
**DURATION AND SIGNATURES**

- 26:1 This agreement is for a four (4) year contract effective July 1, 2014 through June 30, 2018, which includes a wage and insurance reopener July 1, 2016, and a one (1) year extension to June 30, 2018.
- 26:2 Negotiations for a successor Agreement shall begin on or before March 1, 2018, provided either party notifies the other in writing on or before February 15, 2018 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, 2019.
- 26:3 In witness whereof, the parties hereto have caused their duly authorized representatives to affix their signatures herein below on this 3rd day of February, 2017.

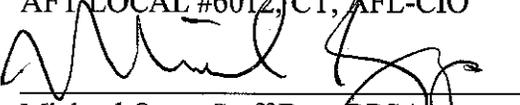
FOR THE CITY OF BRISTOL

  
\_\_\_\_\_  
Kenneth B. Cockayne, Mayor

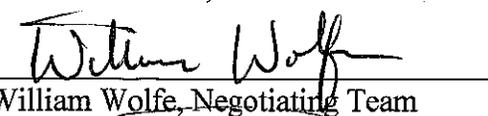
  
\_\_\_\_\_  
Diane Ferguson, Personnel Director

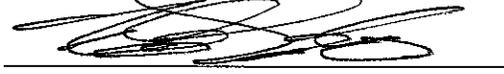
  
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Linda J. Milia, Asst. Personnel Director

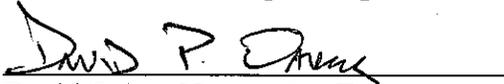
FOR THE BRISTOL PROFESSIONALS  
& SUPERVISORS ASSOCIATION,  
AFT LOCAL #6012, CT, AFL-CIO

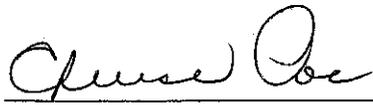
  
\_\_\_\_\_  
Michael Ozga, Staff Rep, BPSA

  
\_\_\_\_\_  
Edward Swicklas, Union President

  
\_\_\_\_\_  
William Wolfe, Negotiating Team

  
\_\_\_\_\_  
Thomas DeNoto, Negotiating Team

  
\_\_\_\_\_  
David Oakes, Negotiating Team

ATTEST:   
\_\_\_\_\_  
Therese Pac, Town and City Clerk, As per vote of the City Council on November 1, 2016.

**APPENDIX A**  
**SALARY LEVELS AND CLASSIFICATIONS**

<u>SALARY LEVEL</u>	<u>CLASSIFICATION</u>
5	Aquatics Supervisor Assistant Director/Program Supervisor Intensive Outreach Support Worker Programming/Public Relations Manager Youth Advocate
6	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 Economic Development Specialist Grants Administrator Marketing & Public Relations Specialist Parks, Grounds & Facilities Supervisor Public Works Analyst School Readiness & Child Day Care Grants Manager Water Services Coordinator
8	Assistant Chief Operator/Lab Supervisor Deputy Assessor Environmental Engineer

**APPENDIX A**  
**SALARY LEVELS AND CLASSIFICATIONS**  
**(continued)**

<u>SALARY LEVEL</u>	<u>CLASSIFICATION</u>
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 Director of Youth and Community Services Executive Director – Dept. of Aging Fleet Manager Public Facilities Manager Senior Systems Analyst Superintendent Solid Waste Operations Superintendent Streets & Maintenance Operations Tax Collector
10	Assessor Assistant Comptroller Chief Building Official City Engineer Planner/Development Coordinator Purchasing Assistant Risk Manager
11	Assistant Director of Public Works/WPC Manager Executive Director – Bristol Development Authority Network Manager
12	Library Director Management Information Systems Manager Superintendent of Parks & Recreation

**APPENDIX B**

**SALARY SCHEDULE EFFECTIVE**

**JULY 1, 2016**

**(REFLECTS 2.8% INCREASE)**

**STEPS\***

<b>Salary Level</b>	<b>(1)</b>	<b>(2)</b>	<b>(3)</b>	<b>(4)</b>	<b>(5)</b>	<b>(6)</b>
5	\$46,965	\$49,281	\$51,593	\$53,905	\$56,216	\$60,375
6	\$51,636	\$54,180	\$56,724	\$59,265	\$61,812	\$66,384
7	\$56,772	\$59,568	\$62,371	\$65,164	\$67,965	\$73,001
8	\$62,424	\$65,499	\$68,581	\$71,660	\$74,739	\$80,273
9	\$68,638	\$72,023	\$75,414	\$78,793	\$82,181	\$88,277
10	\$75,475	\$79,201	\$82,931	\$86,651	\$90,379	\$97,075
11	\$82,996	\$87,092	\$91,198	\$95,288	\$99,386	\$106,752
12	\$93,416	\$97,607	\$101,983	\$106,564	\$111,354	\$116,911

\*Note: Step 1 eliminated effective upon ratification (November 1, 2016).

**APPENDIX C**

**SALARY SCHEDULE EFFECTIVE**

**JULY 1, 2017**

**(REFLECTS 2.5% INCREASE)**

**STEPS**

<b>Salary Level</b>	<b>(2)</b>	<b>(3)</b>	<b>(4)</b>	<b>(5)</b>	<b>(6)</b>
5	\$50,513	\$52,883	\$55,253	\$57,621	\$61,884
6	\$55,535	\$58,142	\$60,747	\$63,357	\$68,044
7	\$61,057	\$63,930	\$66,793	\$69,664	\$74,826
8	\$67,136	\$70,296	\$73,452	\$76,607	\$82,280
9	\$73,824	\$77,299	\$80,763	\$84,236	\$90,484
10	\$81,181	\$85,004	\$88,817	\$92,638	\$99,502
11	\$89,269	\$93,478	\$97,670	\$101,871	\$109,421
12	\$100,047	\$104,533	\$109,228	\$114,138	\$119,834

**APPENDIX D**

**City of Bristol  
CIGNA**

**Benefits at a Glance (Effective through March 31, 2017)**

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

**PREVENTIVE CARE**

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

**MEDICAL CARE**

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

**HOSPITAL CARE – Prior authorization required.**

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

**EMERGENCY CARE**

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

**OTHER HEALTH CARE**

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

**MENTAL HEALTH/SUBSTANCE ABUSE CARE**

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

**PRESCRIPTION BENEFITS\***

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

\*Assumes mandatory generic substitution

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

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

**APPENDIX E**

**City of Bristol  
CIGNA**

***Benefits at a Glance (Effective April 1, 2017)***

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

**PREVENTIVE CARE**

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

**MEDICAL CARE**

Office visits	\$30 Copay	You pay 20% Plan pays 80% After the deductible is met
Specialist consultations	\$30 Copay	
OB/GYN care	\$30 Copay	
Maternity care – <i>initial visit subject to copayment, no charge thereafter</i>	\$30 Copay	
Lab and X-ray	\$25 Copay	
High cost diagnostics ( <i>includes CAT, CTA, PET, SPECT, MRA, MRI</i> )	\$100 Copay-capped at 4 tests	
Allergy Services	\$30 Copay	
Office visits/testing	No charge	
Injections	No charge	

**HOSPITAL CARE – *Prior authorization required.***

Semi-private room	\$300 Copay	You pay 20% Plan pays 80% After the deductible is met
Maternity and newborn care	\$300 Copay	
Skilled nursing facility, Rehabilitation Hospital, Sub-Acute Facilities – <i>up to 180 days per calendar year</i>	\$300 Copay	
Outpatient surgery – <i>in a hospital or surgi-center</i>	\$150 Copay	

**EMERGENCY CARE**

Walk-in/Urgent Care	\$50 Copay	\$50 Copay
Hospital emergency room – <i>copayment waived if admitted</i>	\$150 Copay	100 Copay
Ambulance	\$50 Copay	\$50 Copay

**OTHER HEALTH CARE**

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

**MENTAL HEALTH/SUBSTANCE ABUSE CARE**

Inpatient	\$300 Copay	You pay 20% Plan pays 80% After the deductible is met
Outpatient physician office visits	\$30 Copay	
Outpatient facility visits	No charge	

**PRESCRIPTION BENEFITS\***

Retail Generic	\$10	20% after deductible
Retail Brand Formulary	\$25	
Retail Brand Non-Formulary	\$40	
Mail Order Generic	\$20	
Mail Order Brand Formulary	\$50	
Mail Order Brand Non-Formulary	\$80	
Prescription Annual Maximum	Unlimited	
Prescription out of pocket maximum	\$2,000/\$3,000/\$4000	\$2,000/\$3,000/\$4,000

\*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.