

COUNCILMAN DAVE PRELESKI, CHAIR, ORDINANCE COMMITTEE

**PROPOSED AMENDMENTS TO CODE OF ORDINANCES  
PERTAINING TO CHAPTER 2 ADMINISTRATION RETIREMENT,  
POLICE & FIRE RETIREMENT**

**MOTION TO WAIVE READING**

In accordance with Section 21(f) of the Charter of the City of Bristol, I hereby MOVE that the reading of the proposed amendments to the Code of Ordinances to be introduced this date pertaining to Chapter 2 – Administration Retirement, Police & Fire Retirement Sections 2-75, 2-77, 2-97, 2-97.3, 2-97.5, 2-97.14, and 2-97.15 BE WAIVED.

**MOTION TO INTRODUCE**

In accordance with Section 21(f) of the Charter of the City of Bristol, the following amendments to the Code of Ordinances are hereby INTRODUCED.

I hereby MOVE that the time and place of Tuesday, October 6, 2020 at 4:30 p.m., in the Council Chambers, City Hall, 111 North Main Street, Bristol, Connecticut be set for the holding of a public hearing thereon by the Ordinance Committee, and that the City Clerk publish notice of said public hearing and the proposed amendments to the Code of Ordinances as required by City Charter.

Underscored text is proposed to be added. [Bracketed] text is proposed for deletion.

Sec. 2-75. - Contributions—By employees; return.

Effective November 6, 2011 [(or such other date as provided in any applicable collective bargaining agreement),] the rate of contribution by all employees who are not subject to a collective bargaining agreement and are participating in the retirement system shall be six (6.0) percent of pay (of which 1.50% shall be contributed to the retiree health account by those employees eligible for city retiree health benefits) and for employees hired after July 1, 2018 who are not subject to a collective bargaining agreement and are participating in the retirement system the rate of contribution shall be seven (7.0) percent of pay (of which 5.25% shall be contributed to the retiree health account by those employees eligible for city retiree health benefits and such contribution shall be "picked up" by the city in accordance with the provisions of Section 414(h)(2) of the code so long as legally permissible, provided, however, that the amount contributed to the retiree health account shall become zero (but the amount contributed to the plan shall remain six (6) or seven (7.0) percent based on date of hire) as soon as practicable after the city's pension actuary's annual report recommends that the applicable general city department make no contributions to the pension fund. For purposes of this section, there shall be three (3) general city departments: the board of education, the health district and the general city. The rate of contribution by all employees who are subject to a collective bargaining agreement and are participating in the retirement system shall be set forth in the applicable collective bargaining agreement (of which the percentage specified in the collective bargaining agreement shall be contributed to the retiree health account) and such contribution shall be "picked up" by the city and in accordance with the provisions of Section 414(h)(2) of the code so long as legally permissible. Such contributions shall be collectible from employees as deductions from pay and transmitted to the retirement board monthly. In the event of

discontinuance of a member's employment by the city, or in the event of a member's death prior to the effective date of their retirement, or at the death of a terminated member who shall have left their contributions in the retirement fund, as provided in section 2-86 of this division, the retirement board shall pay to the member or to their legal representatives or to a beneficiary to be named by the member an amount equal to the member's contributions under this section, excluding any amounts contributed to the retiree health account, plus regular interest thereon compounded annually; or, at the death of an employee subsequent to the effective date of their retirement, provided the member has not elected the contingent annuitant or the fifteen-year certain option, the amount of any excess of their accumulated contributions as of such effective dates of retirement, excluding any amounts contributed to the retiree health account, over pension payments made to the member; or, in the event of the discontinuance of the retirement system, an amount equal to the member's contributions, excluding any amounts contributed to the retiree health account, and accumulated interest thereon. Provided however, effective July 1, 1984, if an employee works beyond the date of eligibility for early or normal retirement and dies before retiring, benefits shall be paid to the member's designated contingent annuitant, if any, as if the employee had retired immediately prior to their death. If none has been designated, but the deceased employee leaves a surviving spouse from whom they have not been divorced, benefits shall be paid to the surviving spouse as if the employee had designated the spouse as their contingent annuitant and had retired immediately prior to the employee's death. The rate of interest used to determine accumulated interest on returned employee contributions shall be five (5) percent.

(Code 1960, § 47-5; Ord. of 2-4-69; Ord. of 2-2-71; Ord. of 11-5-80; Ord. of 1-14-03; Ord. of 6-10-08; Ord. of 10-11-11; Ord. of 5-13-14)

Sec. 2-77. - Retirement benefits and their payment—Generally.

- (a) Each member who retired prior to July 1, 2001, shall be entitled to the benefits set forth in the ordinance at the time of the member's retirement.
- (b) Each member who retires on or after January 29, 2003, (or such other date as provided in any applicable ordinance or collective bargaining agreement) shall be entitled to a pension for life in an amount equal to two and four-tenths (2.4) percent of the member's average annual pay times years of credited service (or as otherwise provided in any applicable ordinance or collective bargaining agreement).
- (c) Each such member who has been retired for disability according to the provisions of this division shall be entitled to a pension during the continuance of such disability in an amount equal to two and four-tenths (2.4) percent of the member's average annual pay times years of credited service; provided that the retirement board may, from time to time, call for medical evidence that the member remains totally disabled. If the retirement board, upon medical evidence, concludes that the disability for which the employee is receiving a pension no longer exists, or if it is established that such employee is engaged in gainful occupation, the retirement board shall thereupon order a discontinuance of the pension payable to such employee. All pension payments shall represent completed months of retirement and shall become due and payable to persons entitled thereto on the last business day of each calendar month; provided the initial pension payment to a retired member shall be computed as the pro rata amount of the member's regular monthly pension corresponding to the fraction of the month elapsed since the effective date of the member's retirement. No pension payable to an employee on account of total and permanent disability sustained during the performance of essential duties pertaining to employment by the city, as provided herein, shall be less than one-half ( $\frac{1}{2}$ ) the annual rate of regular compensation received by the disabled employee at the time of disability, including federal social security payments, if any.
- (d) Average annual pay is determined by selecting the highest three (3) years average pay out of the ten-year period immediately preceding the member's retirement.
- (e) A member who has retired on or after their normal retirement date shall be allowed to receive benefits pursuant to this division if such member is still employed by the city in a position not covered under this pension system.

(Code 1960, § 47-7; Ord. of 2-4-69; Ord. of 2-2-71; Ord. of 5-7-74; Ord. of 11-5-80; Ord. of 1-14-03; Ord. of 6-10-08; Ord. of 5-13-14; Ord. of 10-10-17)

Sec. 2-97. - Same—By employees.

- (a) Each member hired prior to March 10, 2020 shall be required to contribute [six (6) percent] six point five (6.5) percent of his or her Compensation from his or her pay each pay period on a pretax basis and members hired after 3/10/2020 shall be required to contribute seven point five (7.5) percent of his or her own Compensation from his or her pay each pay period on a pretax basis, except that a member who has made member contributions for twenty-five (25) years or more shall not be required to make contributions under this subsection.
- (b) Effective January 2, 2003, the city, in accordance with the provisions of Section 414(h)(2) of the Code, and so long as legally permissible, shall "pick-up" member contributions described in subsection (a) for all members. Such pick-up contributions shall be in lieu of member contributions. The city shall pick-up these contributions by an equivalent reduction in the base salary of the member. A member shall not have the option of electing to receive the contributed amounts directly; such amounts must be paid to the retirement system. The contributions so picked up by the city shall for all purposes (including the determination of compensation under the retirement system) be considered to be included in a member's compensation and shall for all purposes be treated in the same manner and to the same extent as contributions made prior to the effective date of this provision (with the exception for purposes of applicable federal and/or state income tax if such contributions are refunded to the member).
- (c) Any terminated member, by written notice filed with the retirement board, may elect at any time to withdraw his or her own contributions to the retirement fund. Any such terminated member who shall so elect to withdraw his or her own contributions shall have no further rights whatsoever in and to any benefits under subsection 2-97.3(c) regardless of his or her number of years of continuous service, and shall not be entitled to any other benefits under this division.

(Ord. of 4-10-07)

Sec. 2-97.3. - Retirement benefits and their payment—Generally.

- (a) Each member who retired prior to April 12, 2005 shall be entitled to the benefits set forth in the ordinance at the time of the member's retirement, provided that in no event will a member's benefits be less than the benefits he or she is entitled to receive pursuant to the applicable collective bargaining agreement.
- (b) Each member who (i) retires due to normal retirement pursuant to subsection 2-97.1(a); or (ii) who is retired for disability or is a member of the veteran reserve will receive a pension in an amount equal to seventy (70) percent of his or her compensation. For purposes of this subsection, in the event that a member receives a pay out of his or her unused sick leave, compensation shall include [twenty-five (25)] forty (40) percent of the amount of unused sick leave paid to the member.

A member's benefit payable under this subsection shall be increased as required to reflect increases in the salaries of active employees at the same rank and step the retiree held at retirement including non-bargaining police captains. Benefits payable under this subsection to any retired police chief shall be increased as required to reflect increases in the salaries of active, full-time, non-bargaining employees as approved by the city council, but will not reflect increases in the compensation of any police chief contained in a personal employment agreement as required by Charter section 46B. In no event shall an increase under this subsection exceed two and one-quarter (2.25) percent per year.

- (c) A member shall be fully vested in his or her benefit from the plan if he or she terminates employment with the city as a police officer after he or she has completed at least ten (10) years of continuous service. Such member shall receive a pension on the earlier of (i) the date he or she attains age sixty-five (65) or (ii) the date he or she would have completed twenty-five (25) years of continuous service had he or she remained employed by the city as a police officer, provided that he or she has not withdrawn his or her contributions. If a member is entitled to a pension under this subsection, he or she will receive a pension in an amount equal to two and eight-tenths (2.8) percent of his or her compensation, multiplied by his or her years of continuous service. For purposes of this subsection, compensation shall be determined as of the date the member terminated employment as a police officer, and shall not include any amount paid with respect to unused sick leave. In no event shall the vested benefit to which the terminated member is entitled be of lesser value than the amount of his or her own contributions. A member's benefit under this subsection shall not be adjusted to reflect increases in the salaries of active employees.
- (d) Notwithstanding any provision of this section to the contrary, a police officer shall not be eligible to receive a pension if:
  - (1) The member is discharged for just cause and such discharge is not reversed upon appeal, or
  - (2) The member resigns after he or she has been informed that he or she is under investigation for an offense which constitutes just cause for discharge, and he or she is not exonerated of such offense.
- (e) If a member has completed ten (10) or more years of service, and is found by a physician appointed by the city to be unable to perform the duties of his or her position due to a disability that was not incurred during the performance of his or her duties, such member shall be eligible to receive pension payments in an amount equal to two and eight-tenths (2.8) percent of his or her compensation, multiplied by his or her years of continuous service. In no event shall such member's pension benefit be less than twenty-eight (28) percent of his or her compensation, or more than seventy (70) percent of his or her compensation. For purposes of this subsection, compensation shall be determined as of the date the member terminated employment as a police officer, and shall not include any amount paid with respect to unused sick leave.
- (f) If a member was not a regular member of the police force on the payroll on January 1, 1972, but was employed as a police officer during the period from July 1, 1981 to June 30, 1985, the portion of the member's benefit accrued between July 1, 1981 and June 30, 1985 shall be adjusted after retirement as described in this subsection. The amount of the adjustment of such portion of the member's benefit shall be calculated under both the cost of living adjustment provision in effect from July 1,

1981 to June 30, 1985 and the escalator clause. Such member shall be credited with an amount attributable to the method that yields the greatest adjustment in the member's benefit, but in no event will be credited with amounts under both methods. In no event shall a member's benefit be adjusted under this subsection exceed seventy (70) percent of his or her compensation, or if greater, the maximum benefit permissible on June 30, 1985 increased to reflect the applicable cost of living increases.

- (g) If a member (or in the case of a death benefit, the surviving spouse) does not elect to have payment of his or her retirement benefit begin at the earliest date such payments could have been made, the member or surviving spouse may elect a retroactive benefit commencement date. If a member or surviving spouse so elects, he or she shall receive a retroactive payment representing amounts to which he or she was otherwise entitled treated as if benefits commenced no earlier than the earliest date on which he or she could have retired.
- (h) A member who has retired on or after their normal retirement date shall be allowed to receive benefits pursuant to this division if such member is still employed by the city in a position not covered under this pension system. A member shall retire no later than the date such member attains age sixty-five (65).

(Ord. of 4-10-07; Ord. of 4-9-13; Ord. of 10-10-17)

Sec. 2-97.5. - Death benefits.

- (a) If a member dies either before or after the date of his or her retirement, and paragraphs (b) and (c) below are not applicable, there shall be paid to such member's beneficiary the excess, if any, of the total amount of the member's contributions in excess of the benefits paid to the member prior to his or her death.
- (b) If a member is killed while in the actual performance of duty, or subsequently dies as a result of an injury received while in the actual performance of duty, the board of police commissioners shall direct an annual benefit not exceeding seventy (70) percent of the compensation (including one-fourth ( $\frac{1}{4}$ ) of an employee's unused sick leave paid out if applicable) of such member at the time of his or her death, to be paid monthly from said fund to such member's surviving spouse, provided that payments to the surviving spouse will cease upon the surviving spouse's death. In the event a member has no surviving spouse, such payments shall be made to the member's child or children under eighteen (18) years of age, in equal shares if there is more than one (1) child, until such child attains age eighteen (18). In the event the member has a surviving spouse, and such surviving spouse dies, payments shall be made to the member's child or children under eighteen (18) years of age, in equal shares if there is more than one (1) child, until the date such child attains age eighteen (18). If more than one (1) child is receiving benefits at the time a child of the member attains age eighteen (18), benefit payments shall continue to the remaining children under age eighteen (18) and the amount of such payments shall not change. Payments due to such child or children shall be made to their legal guardian or to such other person to expend for them.
- (c) Upon the death of a member who has:
  - (1) Completed twenty-five (25) or more years of continuous service as of the date of his or her death pension benefits for surviving spouse will be equal to the amount of money that would be paid such member at the time of his/her death until the retired member would have reached age seventy-five (75). Thereafter, the widow/widower of such deceased member shall receive annually one-half the amount of money. All annual payments to such widow/widower set forth in this section shall cease upon her/his remarriage, or
  - (2) Been retired because of disability or is a member of the veteran's reserve at the time of his or her death the surviving spouse of such deceased member shall receive an annual payment equal to:
    - (A) If the member had not commenced receiving benefits at the time of his or her death, fifty (50) percent of the retirement benefit that would have been paid to the member had he or she retired on the day prior to his or her death, or
    - (B) If such member had already commenced receiving benefits, fifty (50) percent of the retirement benefit that was being paid to the member as of the date of his or her death.

Such payments shall cease upon the death or remarriage of the surviving spouse.

(Ord. of 4-10-07; Ord. of 10-10-17)

Sec. 2-97.14. - Same—By employees.

- (a) Effective July 1, 2020 each member shall be required to contribute [five (5)] four (4) percent of his or her compensation from his or her pay each pay period on a pretax basis, one (1) [and one-quarter (1.25)] percent of which shall be applied to the firefighter retiree health account. In the event that the city's pension actuary annual report reflects a pension fund funding ratio of less than one hundred [seventy-five (175)] ten (110) percent[, employee contributions shall revert back to six (6) percent with no employee contribution to the firefighter retiree health account. Upon any subsequent return of the pension fund's funding ratio to one hundred seventy-five (175) percent or more, as reflected in the city's pension actuary annual report, employee contributions shall return to five (5) percent with one and one-quarter (1.25) percent of such contributions applied to the firefighter retiree health account]. Employee contributions towards the firefighter retiree health account shall be irrevocable and non-refundable. A member who has made member contributions for twenty-five (25) years or more shall not be required to make contributions under this subsection.
- (b) Effective January 13, 2000, the city, in accordance with the provisions of Section 414(h)(2) of the Code, and so long as legally permissible, shall "pick-up" member contributions described in subsection (a) for all members. Such pick-up contributions shall be in lieu of member contributions. The city shall pick-up these contributions by an equivalent reduction in the base salary of the member. A member shall not have the option of electing to receive the contributed amounts directly; such amounts must be paid to the retirement system. The contributions so picked up by the city shall for all purposes (including the determination of compensation under the retirement system) be considered to be included in a member's compensation and shall for all purposes be treated in the same manner and to the same extent as contributions made prior to the effective date of this provision (with the exception for purposes of applicable federal and/or state income tax if such contributions are refunded to the member).
- (c) Any terminated member, by written notice filed with the retirement board, may elect at any time to withdraw his or her own contributions to the retirement fund. Any such terminated member who shall so elect to withdraw his or her own contributions shall have no further rights whatsoever in and to any benefits under subsection 2-97.17(c) regardless of his or her number of years of continuous service, and shall not be entitled to any other benefits under this division.

(Ord. of 4-10-07; Ord. of 10-10-17)



Sec. 2-97.15. - Qualifications for retirement.

(a) *Normal retirement.* Members shall receive retirement benefits:

- (1) Automatically, on the day following the date the member attains age sixty-five (65), provided the member has completed twenty (20) years of continuous service, except that for members not represented by a collective bargaining unit, on the date the member becomes fully vested if later;
- (2) On a date chosen by the member occurring prior to the member's attainment of age sixty-five (65), provided that the member has completed twenty-five (25) years of continuous service and has submitted a retirement application to the board; or
- (3) On a date chosen by the board at the discretion of the board, provided the member has attained age sixty (60).

Any member who wishes to begin receiving benefits prior to age sixty-five (65) under subsection (a)(2) above must file a written application with the board setting forth the date on which he or she wishes to retire.

In the event the board elects to retire an eligible member under subsection (a)(3) the board shall furnish such member with written notice thereof.

(b) *Disability retirement—Generally.* The board of fire commissioners may permanently retire any member of the regular force who shall have become permanently disqualified from performing any duty upon a certificate of a physician or physicians appointed by said board of fire commissioners showing that such member is permanently disqualified for the performance of all fire duty, and that such disqualification is caused by the natural infirmities of old age or by some injury received, disability contracted or exposure endured while performing the duties of service, without fault on his or her part.

(c) *Disability retirement—Veteran reserve.*

- (1) A member shall be made a member of the veteran reserve force by the board of fire commissioners if he or she is found by the board of fire commissioners to be permanently disqualified for the active duties of the fire department through disability incurred in the discharge of his or her duties based on medical information available at the time of the finding.
- (2) The member's status as a member of the veteran reserve may be revoked by the board of fire commissioners at any time if the member's disability shall be removed, and the member shall thereupon be returned to active duty in the fire department.
- (3) The board of fire commissioners may call upon such member for such temporary services as he or she may be able to perform, and, during such service, he or she shall receive the full pay of a regular member of the fire department of the same grade in lieu of his or her retirement benefit during any such period of temporary service.
- (4) Upon a veteran reserve member's attainment of the age at which he or she would have completed twenty-five (25) years of continuous service had he or she continued in active service rather than joined the veteran reserve, he or she shall be retired under subsection (a) and shall no longer be considered a member of the veteran reserve.
- (5) If a member of the veteran reserve is returned to active duty, he or she will not receive continuous service credit for any period of disability during which he or she was collecting benefits under this section 2-97.15.

(d) The City shall provide each employee an option to elect a "Deferred Retirement Option Plan" benefit referred from here forward as the "DROP". The DROP will be offered within the City Pension Plan. The DROP allows for each eligible participant hired prior to ratification of the 2019-2023 Working Agreement between the City of Bristol and Local #773 International Association of

Firefighters, hereinafter "Working Agreement", while maintaining active employment with the City of Bristol, the right to earn and receive fifty-five percent (55%) of what would have been the pension benefit such participant would have been paid had he or she retired from the City on the effective date of his or her election into the DROP, but with the actual DROP payment to be made to such participant at the time of his or her actual normal retirement from the City in accordance with the specified terms set forth below. For employees hired after ratification of the 2019-2023 Working Agreement, the fifty-five percent (55%) set forth above will be twenty-five percent (25%).

- (1) The DROP shall be provided as an option for each employee at the completion of twenty-five (25) years of service (normal retirement).
- (2) A participant who is eligible for normal retirement under the terms of the DROP must notify the City, in writing, at least four (4) weeks prior to the participant's eligibility for normal retirement or such other date thereafter, of his or her election to participate in the DROP.
- (3) The DROP shall be calculated in six (6) months increments with a maximum DROP period of up to two (2) completed years. The decision to participate in the DROP is voluntary and irrevocable. No participant can modify the declared DROP period set forth in his or her DROP election. Once an employee reaches the conclusion of the DROP period the participant will no longer be an active employee and will be retired from the City for all purposes.
- (4) The participant's pensionable compensation on the effective date of his or her entry into the DROP will be used for purposes of calculating benefits under the DROP and subsequent pension benefits after the DROP. No further pension benefits will accrue for such participant after entry in the DROP, except at the conclusion of the DROP period any cost of living adjustment as set forth in the Working Agreement (capped at 2.25% as set forth in Section 29:1.2) that would have been applied to the participant's pension had he or she retired upon entry into the DROP, if any, will be used to recalculate the participant's pension upon completion of the DROP period. The participant will not receive any cost of living adjustments for DROP benefits.
- (5) While in the DROP period, the participant shall remain in full service with the City of Bristol at the participant's then current rank/seniority, with all the terms, rights, conditions and benefits set forth in the current collective bargaining agreement, including any general wage increases (which will not be used to recalculate the participant's pension benefit upon completion of the DROP period), except while in the DROP period a participant will accrue additional sick time as set forth below.
- (6) Each DROP participant shall be paid out sick time in accordance with the Working Agreement upon the effective date of such participant's entry in the DROP and, accordingly, his or her accrued sick time shall be reduced to zero, except for any sick time accrued over 2400 hours, if any, on the participant's DROP effective date, up to a maximum of one hundred twenty (120) hours, shall be carried over into the DROP period. In addition to the carried-over hours, if any, the participant will be allowed to accrue additional sick time during the DROP period as set forth in Working Agreement in effect. The carried-over hours and accrued hours may be used, but unused hours will not be paid out by the City of Bristol at the completion of the DROP period.
- (7) At the end of the DROP period, the DROP participant will be eligible for retiree benefits set forth in the collective bargaining agreement. Should a DROP participant suffer disability during the DROP which would qualify the participant for disability retirement, the participant shall be considered retired but not eligible for disability retirement benefits.
- (8) For employees hired prior to ratification for the 2019-2023 Agreement, during the DROP period, the participant's monthly pension payment to be credited to the DROP for such participant will be 55% of the monthly pension payment the participant would have been entitled to receive had the participant actually retired on the effective date on his or her entry into the DROP without electing the DROP. For employees hired after ratification of the 2019-2023 Agreement, during the DROP period, the participant's monthly pension payment to be credited to the DROP for

such participant will be 25% of the monthly pension payment the participant would have been entitled to receive had the participant actually retired on the effective date on his or her entry into DROP without electing the DROP. At the end of his or her DROP period, such participant will receive a lump sum payment of his or her DROP account at the completion of the DROP period. In the event of a participant's death while in the DROP period, the participant's listed beneficiary will receive the DROP funds accrued up to the date of death. Participants will not have the right to self-direct this investment of his or her own DROP funds.

(Ord. of 4-10-07)