

# AGREEMENT

between

THE CITY OF BRIDGEPORT



and

BRIDGEPORT CITY SUPERVISOR'S ASSOCIATION

July 1, 2018 to June 30, 2023



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## **PREAMBLE**

This Agreement is entered into by the City of Bridgeport, hereinafter referred to as the Employer, and the Bridgeport City Supervisors Association, hereinafter referred to as the Association or Bridgeport City Supervisor Association (BCSA).

## **I. THE UNION AND UNION SECURITY**

### **ARTICLE 1 – RECOGNITION**

**1.1** The Employer recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other terms and conditions of employment for all of those supervisory and professional employees in the City of Bridgeport, (listed by classifications herein, (see Exhibit A attached hereto).

**1.2** The Association recognizes the Mayor of the City of Bridgeport or his/her designated representative or representatives as the sole representative of the City of Bridgeport for the purpose of collective bargaining. The Association further agrees to bargain in good faith with the Mayor or his/her designated representative on all matter relating to wages, hours and other terms and conditions of employment.

**1.3** Any acting or provisional employees who occupies a position recognized in the BCSA after 121 consecutive days in said position shall thereafter be considered a member of the BCSA, and be subject to the obligations and benefits of this collective bargaining agreement. No employee shall be placed in an acting role in any such position unless said employee is eligible to fill that position on a provisional basis, and provided that no permanent member of BCSA on its layoff or recall list is eligible to serve in that position.

### **ARTICLE 2 – CHECK-OFF**

**2.1** The City agrees to deduct from the pay of all employees covered by this Agreement, who authorize such deductions from their wages in writing, such membership dues and initiation fees as may be uniformly assessed by the Association. When an employee does not have sufficient money due him/her, after deductions have been made for Pension or other deductions required by law, Association dues for such deduction period shall be deducted in a pay period in which the employee has sufficient funds due him/her. It is also agreed that neither any employee nor the Union shall have any claim against the City for errors in the

processing of deductions unless a claim of error is made in writing to the City within thirty (30) days after the date such deductions were or should have been made. It is also agreed that the obligation of the City for funds actually deducted under this Section terminates upon the delivery of the deductions so made to the person authorized by the Association to receive such funds from the City.

**2.2 Deduction Period:** The remittance to the Association for any month shall be made during the fourth (4th) payroll week of said month and shall be remitted to the Association, together with a list of names of employees from whose wages such deductions have been made, no later than the fifteenth (15th) day of the following month.

**2.3 Association Security - Agency Shop:** It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective (execution) date of this Agreement shall remain members in good standing of the Association during the term of the Agreement. It shall be a condition of employment that all employees covered by this Agreement who are not members of the Union on the effective date of this Agreement shall on the thirty-first (31st) day following the effective date of this Agreement become and remain members in good standing in the Association or pay to the Association an amount equal to dues payable by Association members during the term of the Agreement.

It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective (execution) date shall, on the 181st day following the beginning of such employment become and remain members in good standing in the Association, or pay to the Association an amount equal to dues payable by members during the term of Agreement. All such dues shall be automatically payroll deducted and remitted to the Association.

**2.4** The Association agrees to indemnify and hold harmless the City for any loss or damage arising from the operation of this Article. It is also agreed that neither any employee nor the Association shall have any claim against the City for any deductions made or not made, as the case may be, unless a claim of error is made in writing to the City within thirty (30) calendar days after the date such deductions were or should have been made.

### **ARTICLE 3 – TOP SENIORITY**

Officers and Stewards of the Association shall have top seniority in the event of a layoff, vacation and all conditions of employment.

## **ARTICLE 4 – SENIORITY**

**4.1** The City shall prepare a list of employees represented by the Association, showing their seniority in time of service with the City, their classification and rate of pay, and deliver the same to the Association within ninety (90) days of signing or anniversary date of the contract.

**4.2** All new employees (non-seasonal) shall have a probationary period of six (6) months, and upon successful completion of this period they shall be classified as permanent employees. The probationary period may be extended by the City for an additional six (6) months. The probationary period shall be counted as part of the seniority after the employee is considered permanent. Probationary employees shall not be eligible for vacation benefits during their probationary period; however they will be eligible to receive vacation benefits upon completion of their probationary period. During probation, the City may dismiss an employee who is a new hire, or remove an employee from a promotional position, as unsatisfactory, provided that the City, during the probation, shall perform at least two (2) evaluations where the employee is apprised, in writing, of any performance-related problems and will provide the employee with a fair opportunity to correct any such performance deficiency prior to dismissal. Such decisions shall be in the sole discretion of the City and shall not be subject to the grievance and arbitration procedure. It is understood that this does not limit the city's ability to immediately dismiss employees for acts of misconduct, in accordance with the provisions of this agreement. The City's failure to comply with the foregoing evaluation procedure shall be subject to grievance and arbitration but the sole remedy shall be a new probationary period as determined by the arbitrator but not to exceed six (6) months. Nothing in this Section shall limit the City's ability to terminate, or otherwise discipline, a new probationary employee for acts of misconduct and such discipline shall not be arbitrable.

**4.3** All employees promoted to a new or higher classification shall serve a probationary period of ninety (90) days, and upon successful completion of this period they shall be classified as permanent employees. Should the employee fail the probationary period, he/she shall revert to the previously held position. Nevertheless, any employee who has served in a provisional capacity in a position for not less than twelve (12) consecutive months prior to becoming permanent in that position, shall not, upon becoming permanent in said position, be required to serve a probationary period.

**4.4** Seniority shall mean length of service to the municipality. Such seniority shall apply to the employee's rights in cases of lay-offs, re-employment, transfers and vacation.

## **ARTICLE 5 – LAY-OFF AND RECALL**

**5.1** In the event that the City makes reduction in the number of employees in an established job by title, employees with the least seniority as determined by Article 4.4 will be laid-off first. Subsequent recalls to open positions in that particular job and job title shall be made in the reverse order of the lay-offs. An employee shall retain his/her seniority status and right of recall in the specific job title for thirty-six (36) months following the date of his/her layoff. If the employee refuses recall to an opening in the position from which he/she was laid off or fails to report for work on such job at the time and on the day specified, he/she shall lose his/her right to further recall and such refusal or failure shall be treated as his/her resignation.

**5.2** No new persons will be hired or assigned to an open classification that is required to be filled so long as employees laid off from the classification retain seniority status and right of recall to jobs in that classification.

**5.3** Any employee covered by the terms of this agreement and subject to being laid-off, shall have the right to bump down to a job classification previously held, provided they have greater seniority than employees occupying the lower classification. Employees in the classified civil service, who bump into a position not within the classified civil service, or a grants position, shall retain their civil service status including time in grade, without interruption in seniority for purposes of recall, promotion or transfer.

**5.4** If it becomes necessary to lay-off, the following shall be the order of lay-off:

1. Part time bargaining unit employees;
2. Probationary employees;
3. Acting or other temporary employees, not including provisionals;
4. Provisional employees;
5. Regular full-time bargaining unit employees.

**5.5** For purposes of this article, lay-offs shall include all reductions in the work force whether by lay-off, furlough, job elimination or funding elimination.

## **ARTICLE 6 – BARGAINING UNIT**

**6.1** This Agreement applies to and includes all employees of the City of Bridgeport listed in Exhibit A (Recognition) of this Contract, as amended by Article 13.6.

**6.2** Part-time employees who work twenty (20) hours or more per week are included in the bargaining unit; those who work less than twenty (20) hours per

week are excluded.

**6.3** The inclusion in the bargaining unit of a newly established supervisory or professional classification will be a subject for negotiations between the City and the Association.

**6.4** Any dispute on whether a newly established classification is to be included or excluded from the bargaining unit will be submitted to the Connecticut State Board of Labor Relations to resolve such dispute. If a newly established classification is determined to be a part of the bargaining unit, such classification shall be included as a part of the bargaining unit without having to resort to an election.

## **ARTICLE 7 – ASSOCIATION ACTIVITIES**

**7.1** The City agrees that an Association Officer or Steward shall have time during working hours without loss of pay for the investigation and adjustment of grievances; permission to absent himself from his/her work area may be withheld by the department head only, because of operation requirements, but in no event later than the start of the next regular shift. The Association agrees that the complaint will be handled as quickly as possible.

**7.2** Four (4) Association officials may attend meetings for the purpose of negotiations during working hours, without loss of pay.

**7.3** Appropriate Association officials may attend meetings during working hours without loss of pay when such meetings are requested or approved by the Labor Relations Director or his/her designee.

**7.4** Association officers shall be able to consult with the Employer, his/her representative, Local Association officers, or other Association representatives concerning the enforcement of any provisions of this Agreement, provided the City's Labor Relation Officer or his/her designee is notified in advance of such meetings and consultations.

## **ARTICLE 8 – BULLETIN BOARDS**

The City will furnish and maintain suitable bulletin boards in convenient places in each work area and may be used by the Association. The Association agrees that the material posted will not contain propaganda against or attacks upon the City or any official thereof.

## **II. MANAGEMENT AND THE WORK PLACE**

### **ARTICLE 9 – MANAGEMENT RIGHTS**

**9.1** Except as expressly modified or restricted by a specific provision of this agreement, all statutory and inherent rights, prerogatives and functions are retained and vested exclusively in the City, including but not limited to the rights, in accordance with its sole and exclusive judgment and discretion, to recruit, select, train, promote, discipline, transfer, layoff and discharge personnel; determine the number and type of positions, organizational structure and technology required to provide services; define the duties and responsibilities of each position and department; acquire and maintain the essential equipment, technology and facilities to conduct the business of providing services; contract for services with other units of government and/or with private contractors for the provision of services to or by the City subject to the provisions of Section 10.1 hereof; establish and amend policy, procedures, rules and regulations regarding employee standards of conduct and the manner in which work is performed; perform the tasks and exercise the authorities granted by statute, charter and ordinance to municipal corporations. The failure to exercise any right, prerogative, or function hereby reserved to it, or the City's exercise of any such right, prerogative, or function hereby reserved to it, or the City's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the City's right to exercise such a right, prerogative or function or preclude it from exercising the same in other way not in conflict with the express provisions of this agreement. The City shall not exercise its management rights in violation of its obligations under MERA (the CT Municipal Relations Act. Conn. Gen. Stat #7-467, et seq.). The reference to the 'City' herein shall be deemed to include the Civil Service Commission of the City of Bridgeport but shall not expand such Commission's powers under the City Charter.

**9.2** Department Heads retain sole discretion/authority for the assigning of take-home vehicles.

### **ARTICLE 10 – SUB-CONTRACTING**

**10.1** The City agrees that it will not contract or subcontract any work presently being performed by employees in the bargaining unit in the following departments or categories: Department of Public Facilities; General Clerical Group; Building and Maintenance Group.

This shall not prevent the City from contracting or subcontracting supplementary or emergency service which employees in the bargaining unit are unable to perform

during their regular hours of work.

**10.2** The provisions of this Article as they apply to Building and Maintenance Group may be reopened and again subject to collective bargaining under MERA at any time after July 1, 2001 upon notice by the City.

## **ARTICLE 11 – HOURS OF WORK AND OVERTIME**

**11.1** All employees covered by this Agreement will work a forty (40) hour week except for employees listed on Exhibit B who work thirty-five (35) hours per week as indicated on the Exhibit (not including an unpaid lunch). The starting and finishing time of the hours of work may be changed by the City for seasonal or operating reasons or the convenience of the Public after the City meets and confers with the Association regarding such changes (See Exhibit C).

**11.2** If Employees identified in Exhibit D are required to work more than eight (8) hours in one regularly scheduled day or more than forty (40) hours in one regularly scheduled week, they shall be compensated for such overtime at time and one half (1½) their regular hourly rate, except as otherwise indicated.

**11.3** Within a division, as defined in Exhibit E, department heads, shall make overtime assignments consistent with the principle of distributing overtime as equitably as practicable among the employees within that specific division, holding the job affected by the overtime assignment, regardless of the employee's status as permanent, provisional or acting.

**11.4** An employee will work overtime when requested to do so by his/her supervisor. Employees shall be notified of such assignment as soon as practicable.

**11.5** In the event that all employees refuse, or are not available to work overtime, the least senior employee in the classification and area affected by the overtime work must work such overtime. In the event of an emergency declared by the Mayor, no one can refuse to work overtime.

**11.6** Subject to the approval by the Director of Labor Relations, employee may work a flexible work schedule, provided such approval shall be subject to the condition that the economy and efficiency of operations are not thereby impaired (See Exhibit F).

**11.7** The parties agree to study the various positions in the bargaining unit to determine which employees, if any, are exempt from overtime payments or are entitled to comp time, pursuant to the Connecticut and Federal Fair Labor Standards Acts. Not later than sixty (60) days following the approval of the new

collective bargaining agreement, the Association and the Director of Labor Relations agree to appoint a joint committee to investigate and thereafter negotiate such issues. In the event that a committee is not appointed within said sixty (60) days period or in the further event that said committee does not reach a negotiated agreement with respect to said issues within one hundred and eighty (180) days of the appointment of said committee, then either party may claim said issues for mid-term binding interest arbitration. Said negotiations shall be without prejudice to any outstanding or presently pending claims of comp time or payment in lieu thereof.

**11.8** Notwithstanding any other provision in this Article, no overtime may be worked unless the employee has been directed, in advance and in writing, by the employee's department head, to work said overtime. The hours of such overtime must be submitted by the employee to the department head by the end of the work week so that the department head may verify, in writing, the amount of said overtime worked by the employee during the work week. Failure of the employee to submit their overtime hours at the end of the work week as provided above shall subject the employee to disciplinary action (See Exhibit F).

## **ARTICLE 12 – DISCIPLINARY PROCEDURE**

**12.1** The City shall exercise full disciplinary authority consistent with its responsibilities to direct employees to perform their required work duties in order to achieve department program goals and provide satisfactory municipal service to the general public.

**12.2** All disciplinary action shall be applied in a fair manner and shall not be inconsistent to the infraction for which the disciplinary action is being applied.

**12.3** Disciplinary action shall include (a) a verbal warning, (b) a written warning, (c) suspension without pay, and (d) discharge. The City and the Association recognize the concept of a progressive discipline policy; however, both parties agree that there are certain grave offenses wherein the discipline imposed by the City does not require compliance to the aforementioned provisions. In the case of any employee who has received a verbal warning or a written warning when a maximum period of one (1) year has lapsed without the employee receiving further discipline, the City shall remove all memoranda of discipline; i.e., written warning or verbal warning, from the employee's file at the request of the employee.

**12.4** All disciplinary actions may be appealed through the established grievance procedure within ten (10) days of their occurrence through Step III, (binding arbitration) or through the Civil Service Commission, but not both.

**12.5** All suspensions and discharges must be stated in writing and a copy given to the employee and the Association President.

### **ARTICLE 13 – GRIEVANCE AND ARBITRATION PROCEDURE**

**13.1** Any grievance or dispute, which may arise between the parties, concerning the application, meaning or interpretation of this Agreement, shall be settled only in the following manner:

**STEP I** – The employee or the Association Representative, with or without the employee, shall take up the grievance or dispute with the employee's Department Head within ten (10) days of the date of the grievance or the employee's knowledge of its occurrence, whichever is later. The Department Head shall arrange to meet with the employee or the Association Representative, with or without the employee, to attempt to adjust the matter and shall respond in writing to the Association within seven (7) working days of the date of receipt of a written grievance or the meeting whichever is later. Grievances resolved at Step 1 will be without practice or precedent unless otherwise agreed in writing by the City's Director of Labor Relations.

**STEP II** - If the grievance still remains unadjusted, it shall be presented by the Association Representative to the City's Labor Relations Director or his/her designee, in writing, ten (10) days after the response of the Department Head is due. Within one (1) week after submission, a meeting shall be held between the Association Representative and the Labor Relations Director or his/her designee for the purpose of adjusting the grievance. The City's Labor Relations Director or his/her designee shall respond in writing to the Association Representative, (with a copy of the response to the local Association President) at the meeting or within seven (7) working days of the date of the meeting.

**STEP III** - If the grievance is still unsettled, either party may, within fifteen (15) days after the reply of the Labor Relations Director or his/her designee is due, or within fifteen (15) days following receipt of the written reply by the Labor Relations Director or his/her designee, whichever period is later, by written notice to the other, request arbitration by a mutually agreed upon arbitrator or arbitration forum. If the parties are unable to agree on an arbitrator within five (5) days, the matter shall be submitted to the American Arbitration Association under the rules of voluntary arbitration of the American Arbitration Association. The parties agree that time is of the essence in resolving labor complaints and all arbitration shall be handled on an expedited basis unless otherwise agreed. Said arbitrator(s) shall hear and act on such dispute in accordance with applicable rules and regulations, or rules and regulations agreed upon by the City and the Association. The arbitrator(s) shall limit the decision strictly to the application, meaning or

interpretation of the provisions of this agreement. The arbitrator(s) shall not add to, nor subtract from, the terms of this agreement as written. The arbitration award shall be in writing and shall set forth the opinion and conclusions on only the issues submitted. Failure to file a grievance to arbitration within the timelines specified above shall render the grievance not arbitrable.

The decision of the arbitrator(s) shall be final and binding on the parties and the arbitrator(s) shall be requested to issue the decision within thirty (30) days after the conclusion of testimony and argument.

**13.2** Each party shall be responsible for compensating its own Representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator(s).

**13.3** Grievances initiated by the Employer shall be processed in this same manner, but they may be initiated at Step II.

**13.4** Upon mutual agreement by the City and the Association, any of the time limits in this Article may be waived.

**13.5** The City and the Association agree that every attempt shall be made to schedule arbitration hearings in discharge cases within one hundred and twenty (120) days of the filing date for arbitration.

**13.6** The parties agree that the positions identified hereinafter shall be granted all of the rights, privileges and benefits of this collective bargaining agreement with the express understanding that at the end of their appointment term the City shall not be required to re-appoint said person by the terms of this agreement. The positions are Building Officer, Director of Aging, Supervisor of Aging, Director of Community Development, Assistant Tax Assessor, City Engineer, Assistant City Engineer, and Traffic Engineer. The position of Tax Assessor will not be in the bargaining unit.

## **ARTICLE 14 – TRANSFERS**

**14.1** Employees desiring to transfer to other jobs shall submit an application in writing to their department head. The application shall state the reason for the requested transfer.

**14.2** Employees requesting transfer or involuntarily transferred for reasons other than the elimination of jobs shall be transferred to equal or lower paying job classifications, on the basis of seniority, provided he/she has the ability to do the job

effectively without further training.

**14.3** Employees requesting transfers or involuntarily transferred because of elimination of their jobs or elimination of funding for their jobs, shall be transferred to the same job or any other job of an equal classification on the basis of seniority.

**14.4** Transfers under this Article are at the sole discretion of the City.

## **ARTICLE 15 – SHIFT PREFERENCE**

Shift preference will be granted on the basis of seniority within the classification as openings occur. Such preferences shall be exercised first by employees within a division. If no employees within the division exercise such preference, then employees within the department will be given preference by seniority.

## **ARTICLE 16 – REST PERIODS**

**16.1** All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half shift. The rest period shall be scheduled at the middle of each one-half shift whenever this is feasible.

**16.2** Employees who, for any reason, work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period before they start to work on such next shift. In addition, they shall be granted the regular rest periods occurring during the shift.

## **ARTICLE 17 – DRUG TESTING**

The City reserves the right to conduct drug and alcohol testing as provided in Connecticut General States Statutes, Section 31-51t through 31-51bb, inclusive excluding Section 31-51v. The drug and alcohol testing policy for those employees required to have a CDL shall be incorporated by reference. The City shall provide Union with thirty (30) days notice prior to implementing drug and alcohol testing.

### **III. MONETARY PAYMENTS**

#### **ARTICLE 18 – WAGES**

- 18.1A** Effective July 1, 2018, the annual salary of employees covered by this agreement shall be increased by two percent (2.0%)
- 18.1B** Effective July 1, 2019, the annual salary of the employees covered by this agreement shall be increased by two percent (2.0%)
- 18.1C** Effective July 1, 2020, the annual salary covered by this agreement shall be increased by two percent (2.0%)
- 18.1D** Effective July 1, 2021, the annual salary covered by this agreement shall be increased by two percent (2.0%).
- 18.1E** Effective July 1, 2022, the annual salary covered by this agreement shall be increased by one and one quarter percent (1.25%).

**18.2** For the purpose of this Agreement, an employee's regular weekly earnings shall be that portion of his/her regular annual salary which he/she receives each week. An employee's regular hourly rate shall be that portion of his/her regular weekly earnings reduced to an hourly rate.

**18.3** In determining an employee's rate of pay for any monetary benefit under this Agreement, the basis to be used in such determination shall be the employee's regular annual, weekly or hourly rate, whichever is appropriate in determining such benefits.

**18.4** In no event shall additional monies be received as a result of any other provisions of this Agreement be considered as a portion of an employee's regular annual, weekly or hourly rate. Except that any employee working City Hall hours whose salary is increased in accordance with the formula set forth in Article 11.1 shall be entitled to have such increase considered as a portion of such employee's regular annual, weekly or hourly rate.

**18.5** In the event a bargaining unit employee is promoted, his/her new salary shall be arrived at by following the principle of a promotional increase being equal to at least a step increase in the employee's range prior to promotion.

**18.6** All employees shall be paid the wages of their classification based on fifty-two (52) weeks.

**18.7** Employees required to perform the majority of the job duties of a position in a higher classification than their normal classification shall be paid the rate of pay of the higher classification for that period of time. Such working out of classification

shall be specifically authorized by the department head and the Director of Labor Relations. Without prior approval, the City shall not be liable for any claims of working out of classification. No department head shall request or require an employee to work out of classification without the specific authorization of the Director of Labor Relations. In the event the department head requests an employee to work out of classification, other than in any emergency situation, without the prior specific authority of the Director of Labor Relations, said employee shall not be penalized by his or her refusal to perform said tasks. Any employee required to work out of classification in any emergency situation, without approval of the Director of Labor Relations shall perform said tasks and shall be entitled to grieve said assignment under Article 13.

**18.8** Employees after one hundred-twenty (120) days in an acting or provisional status shall receive the acting or provisional pay rate for purposes of all leaves and vacations. Acting and provisional employees shall also receive all pay step increases afforded the classification after one (1) year in that status which they are actors or provisional.

**18.9** Merit increases may be granted, by the appointing authority, should the employee have maintained an exceptional standard of attendance and job performance. Should the employee fail to receive the recommended merit increase, the reasons therefore shall be reduced to writing and provided to the employee. Should the employee feel that the reasons for the denial are arbitrary, capricious or discriminatory; the Union may file a grievance concerning this matter.

**18.10** All bargaining unit members shall be paid by “direct deposit” effective upon execution of this contract. All necessary paperwork must be completed by May 1, 2016.

## **ARTICLE 19 – CALL BACK PAY**

When an hourly employee, identified in Exhibit D, is called in for work outside of his/her regularly scheduled working hours, he/she shall be paid a minimum of four (4) hours at the applicable overtime rate. This provision applies only when such call-back results in hours worked are not annexed consecutively to one end or the other of the working day. Such employee shall be entitled to any applicable night bonuses as set forth in Article 21.

## **ARTICLE 20 – LONGEVITY**

**20.1** Each employee who has or will have five (5) or more years of continuous municipal service by October 1, of said contract year, shall receive an annual

payment calculated by multiplying the sum of seventy-five dollars (\$75.00) by the number of years of such continuous municipal service. All employees hired after July 1, 1992, shall be required to attain ten (10) years of service to be eligible for longevity payments.

**20.2** This longevity pay will be payable in each December.

## **ARTICLE 21 – NIGHT BONUS**

There shall be paid to the employees identified in Exhibit D, a night bonus of one dollar and fifteen cents (\$1.15) for each hour worked between the hours of 4:00 p.m. and 8:00 a.m... For any employee regularly scheduled to work between 4:00 p.m. and 8:00 a.m., the above bonus shall be added to the employee's rate for the purpose of computing pay for sick leave days, for paid holidays, for paid personal days, for vacation days, for call back pay, and for work on substitute shifts, under this agreement.

## **ARTICLE 22 – RETROACTIVE PAYMENTS**

The City will use its best efforts to pay all sums due retro-active to July 1, 2018, in one lump sum within ninety (90) days of the acceptance of this agreement by the parties.

## **ARTICLE 23 – PUBLIC HEALTH NURSING SUPERVISORS**

Public Health Nursing Supervisors shall receive transportation allowance and educational incentive to the same extent, and under the same conditions as Public Health Nurses. Public Health Nursing Supervisors shall continue to receive vacation benefits during Christmas recess, provided however that adequate coverage for the Public Health Nursing Department is maintained.

## **ARTICLE 24 – PAYMENT OF TUITION**

**24.1** The City shall reimburse each employee for the cost of tuition up to a limit of one hundred fifty dollars (\$150.00) per credit for undergraduate courses and two hundred dollars (\$200.00) per credit graduate level courses. Payments shall be made within sixty (60) days of submission of their cost to the Director of Labor Relations or his/her designee and upon satisfactory completion at a Grade C or better for each course, at an accredited college or university, in subjects which are designed to increase his/her proficiency in his/her present or potential assignment

at his/her respective departments and shall be related to his/her responsibilities. The employee must apply and obtain written approval of the City's Chief Labor Negotiator in advance of enrollment. Such approval shall be limited to whether or not the employee's request complies with the standards set forth within this Article and shall not be unreasonably withheld. The tuition reimbursement expenditures for the bargaining unit shall be capped at fifteen thousand dollars (\$15,000) per fiscal year for all BCSA members.

**24.2** Each employee shall be limited to nine (9) credits per fiscal year. Employees must remain in City employment for a period of one (1) year after completion of a course or the employee shall reimburse the City for any tuition reimbursement received during the one (1) year period prior to separation from employment.

## **IV. BENEFITS**

### **ARTICLE 25 – INSURANCE**

**25.1** The City shall provide and pay for Health Benefits for all employees and their enrolled eligible dependents as follows:

**A)** "Medical Benefits" in accordance with the City of Bridgeport/Bridgeport Board of Education Medical Plan (including Section V- Schedule of Benefits, Revision 11/6/06).

**B)** Drug prescription family plan (covering all approved medications) with an annual maximum of \$1,000 per plan year. For additional prescription drug charges, eighty percent (80%) is paid by the City and twenty percent (20%) is paid by the employee. The co-payment by the employee shall be five (\$5.00) for generic drugs; ten (\$10.00) dollars for drugs on the list of preferred drugs maintained by the City's pharmacy manager; and twenty-five dollars (\$25.00) for all other drugs (the "Prescription Drug Plan"). Prescription shall be limited to a thirty (30) day supply at retail. Mail order shall be mandatory for maintenance drugs on the list maintained by the City's pharmacy benefits manager after the third refill or the co-payments and employee payment provided above shall double at retail.

**C)** The twenty-five (\$25.00) dollar deductible CIGNA Dental Plan, or its equivalent, excluding orthodontia (the "Dental Plan").

**D)** The vision plan, or its equivalent, as outlined and attached hereto as Exhibit H.

**E)** Effective January 1, 2019 the healthcare plan described in Sections A and B

above shall be changed to the State of Connecticut Partnership 2.0 Plan. (Summary attached as Exhibit G)

**25.2** The City will provide and pay for the cost of a Group Life Insurance Policy the amount of twenty-five thousand (\$25,000) dollars with accidental death and dismemberment for all employees.

**25.3** Retirees, who are eligible for Retiree Medical benefits, prior to the first day of this Agreement, and their surviving spouses, if any, will receive benefits for health care as defined in the plans in existence under the contract which governed their retirement (or such alternative coverage as they have accepted) and make contributions to coverage, if any, in accordance with such contract(s).

**25.4** All Retiree benefits are subject to the eligibility requirements of Article 25.6 of this contract. For employees, and their surviving spouses, if any, who retire on or after July 1, 2004, and on or prior to the last day of this agreement, the City will provide and pay for benefits under the Medical Plan or for those over the age of sixty-five (65), a supplemental plan to Medicare Part B offering benefits equal to the Medical Plan and the Prescription Drug Plan. Such retirees, and their surviving spouses, shall make the employee contributions to coverage provided for herein. (Retirees' benefits are referenced under Section 25.6 of this Agreement). Retirees must accept, and pay for, any premiums for Medicare Part B. Coverage for surviving spouses shall terminate upon remarriage. Retirees must accept Medicare Part B coverage if eligible; provided, however, otherwise eligible retirees over sixty-five (65) years of age with enrolled dependents shall be covered by the Medical Plan if: (a) the retiree or the enrolled dependents are not eligible for Medicare; and (b) the retiree or the enrolled dependents shall have so notified the City prior to December 31<sup>st</sup>, of the calendar year of such person's sixty-fifth (65) birthday. It is expressly agreed between the Union and the City that this contractual provision shall not alter or modify in any way the existing benefits agreed to in predecessor contracts.

Retired employee contributions shall be equal to the dollar amount of such contributions at retirement.

**25.5**

**A)** For employees, if eligible under Article 25.6, who retire on or after July 1, 2004 and their surviving spouses, if any, the City shall provide and pay for the same benefits for medical care (excluding vision and dental coverage) as provided for the active employees as the same may, from time to time, be modified under future collective bargaining agreements or, for those over the age over 65, a Supplemental Plan to Medicare Part B offering benefits equal to the Healthcare Plan (medical and prescription drugs). Retirees must accept, and pay for, any

premiums for Medicare Part B. Retired employee contributions shall be equal to the dollar amount of such contributions at retirement.

For BCSA members who retire on or after October 31, 2015, the parties agree that Medicare eligible retirees and their spouses who are Medicare eligible are provided with a Medicare supplemental plan in place of the City's insurance plan. At that time the premium cost share shall be based on the supplemental plan. The premium cost share shall be paid based on whatever plan(s) the retiree and covered dependents are enrolled in and the following language shall apply.

For retirees and their spouses attaining Medicare eligibility after the actual retirement date, the premium cost share shall be based upon the premium rate of the supplement plan provided by the City for said retirees and their spouses. The premium cost share for the retiree's dependents, including a spouse who is not Medicare eligible, shall be based upon the Fully Insured Equivalent rate for the coverage provide to such dependents.

**B)** If any employee who retires on or after June 30, 1999 shall have available coverage for Medical Benefits through subsequent employment of the retiree or through the retiree's spouse, such retiree shall apply for, and if eligible obtain, such coverage shall not exceed in premium cost to the retiree the cost which the retiree would have paid to the City for Medical Benefits coverage except as provided below. The retiree shall not take advantage of any buy-out program in such coverage. The Medical Benefits provided by the City of Bridgeport shall remain secondary to those other Medical Benefits obtained by the retiree, except that in the event the retiree shall not be eligible for alternate coverage, where the retirees' premium cost would be less than the retiree's premium cost for the City's Plan and the City shall not have exercised an option to reimburse the retiree or surviving spouse for such additional cost, the Medical Benefits provided by the City of Bridgeport shall become primary for the retiree and the retiree's spouse. The retiree and the retiree's spouse who have alternate coverage to which they must contribute shall not be required to contribute to the City's coverage to the extent of such contributions.

**25.6 Eligibility for Retiree Healthcare Benefits** - For purposes of this Collective Bargaining Agreement, all provisions that apply to employees retiring under the terms of this contract or in the future shall define retirees as follows for the purposes of retiree health benefits eligibility. It is the intention of the parties to recognize that there are currently two classes of employees for health benefits eligibility:

- A)** For BCSA members hired after January 30, 2009, benefits eligible retirees shall mean employees who
  - a) have completed twenty-five (25) years of continuous municipal service

- regardless of age; and
  - b) are eligible to receive full pension benefits in accordance with the retirement qualification provisions of the Connecticut Municipal Employees Retirement System (CMERS).
- B)** BCSA members who were employees on January 30, 2009 shall be eligible for retiree healthcare benefits when they have attained the following:
- a. Completed fifteen (15) years of municipal service and are age fifty-five (55) or who have completed twenty-five (25) years of municipal service regardless of age; and
  - b. Are eligible to receive full pension benefits in accordance with the retirement qualifications provisions of the Connecticut Municipal Employees Retirement System (CMERS).
- C)** All members of the bargaining unit hired after December 31, 2015 will not be entitled to post-retirement health benefits. It is understood that all employees hired on or prior to December 31, 2015 shall be entitled to post-retirement health benefits.

BCSA members as of January 30, 2009 who are covered under the terms of Section B of this article are attached hereto as Exhibit I. Any City employee who was an active full time City employee on January 30, 2009 and subsequently becomes a BCSA member by virtue of an intra-City transfer will be treated the same as those members listed in Exhibit I.

The parties recognize that retiree eligibility for financial benefits under the Connecticut Municipal Employees Retirement System (CMERS) is governed by the rules of that plan and is not affected by the above eligibility criteria for retiree health benefits.

**25.7.A** Whenever an employee covered by this agreement is suspended, all health benefits and insurance shall be provided throughout the period of suspension.

**25.7.B** The City may offer the privilege of choosing an alternative health care carrier and/or administrator and/or plans in lieu of the City's Plan as set forth in Section 25.1 of this Article. Enrollment periods shall be annually in May of each year. For employees electing the alternative, the City shall remit monthly to the Plans in an amount up to but not to exceed that which the City pay for the City's Plans Insurance as specified in Section 25.1 of this Article. If the cost for the alternative is greater than the amount the City would have paid or contributed had the employee not elected such plan, then the City agrees to deduct from the employee's pay, upon receipt of a written authorization from the employee, the additional amount required for full payment of the alternative premium.

**25.8** The City shall be permitted to substitute insurance or benefits arrangements from any source for the Plans provided for in Section 25.1 of this Article. Such substitutions shall be permitted if the substituted coverage offers benefits and methods of administration, processing and payment of claims at least equal to those specifically provided for in Section 25.1 of this Article. Before the City may substitute, it must negotiate the substitution with the Union. If the Union does not agree to the substitution, the City must claim the matter for arbitration in accordance with single member panel rules of the American Arbitration Association. The Arbitrator will order the substitution, if after weighing the total benefits and methods of administration, processing and payment of claims offered by the City's proposal against the total benefits and methods of administration, processing and payment of claims offered by the Plan specified in Section 25.1 of this Article, if he/she finds that the average bargaining unit member will, on an overall basis, benefit at least as well under the proposed substituted coverage. Nothing herein shall require the City to propose total substitutions for the coverage provided in Section 25.1 of this Article and substitution may be proposed for any one or more of the specified coverages.

**25.9** The City shall provide a payment in lieu of health benefits for employees who waive such coverage, in the amount of five hundred (\$500) dollars per year. Effective July 1, 2009 the amount shall increase to one-thousand dollars (\$1,000). Effective July 1, 2010 the amount shall increase to one-thousand five hundred dollars (\$1,500). Effective July 1, 2011 the amount shall increase to two thousand dollars (\$2,000) and will be capped at two thousand dollars.

**25.10** The City, at its option, may change carriers for the insurance or the method of providing the health benefits in this Article, provided the benefits are equal to or better than, in all benefits, in the manner of payments, services and procedures for payments subject to Section 25.8.

The parties shall continue to work through the Labor Management Cooperative Committee on health care, which may modify but not substantially change the health benefits as provided herein.

**25.11** Effective July 1, 2009 each active employee, and each eligible employee as defined by Article 25.6, who has retired on or after the first day of this Agreement and on or prior to the last day of this Agreement, shall contribute fifteen percent (15%) of the Premium Cost as defined in this Section for the Medical Plan and the Prescription Drug Plan. Effective July 1, 2010 the contribution shall increase to eighteen percent (18%) of Premium Cost. Effective July 1, 2011 the contribution shall increase to twenty-one percent (21%) of Premium Cost. Effective July 1, 2012 the contribution shall increase to twenty-five percent (25%) of Premium Cost. For purposes of this Section, and wherever applicable elsewhere in this Article,

“Premium Cost” shall be defined as either the actual premium cost paid for such coverage or if the City does not pay an actual premium cost, then the pseudo premium cost as developed by an independent third party administrator for purpose of establishing premiums pursuant to the Consolidated Omnibus Budget Reconciliation Act (“COBRA”).

**25.12** BCSA members who were on payroll as of January 30, 2009, will have their PCS contribution capped at twenty-five percent (25%) contributions as of July 1, 2012. This PCS cap is guaranteed to remain intact during the individual employee’s employment period and entire period of retirement. (See Exhibit P)

**25.13** New members hired after January 30, 2009, shall start at twenty-five percent (25%) PCS contribution. The PCS contribution for said members will increase by one percent (1%) each year up to a maximum of fifty-percent (50%). This shall be capped at fifty percent (50%) after twenty-five (25) years of municipal service employment. This PCS cap of fifty percent (50%) is guaranteed to remain intact during the member’s entire period of employment and retirement. (See Exhibit P)

**25.14**

**A)** The City has implemented and shall maintain a cafeteria plan pursuant to Section 125 of the Internal Revenue Code for all active employees so as to facilitate deduction of the amounts contributed for health benefits and for child care from the gross income of the employee for tax purposes.

**B)** As an alternative to the current health and/or insurance benefits, the City may offer an employee benefits cafeteria plan which allows the employee to select from a specific list of benefits up to a yearly dollar amount as agreed; the details of which shall be subject to reopener negotiations at the request of either party.

**25.15** Divorced employees must notify the City within thirty (30) days of the effective date of the decree in a dissolution action or repay the City by payroll or pension reduction for the cost of any benefits improperly paid as a result of such failure.

## **ARTICLE 26 – PENSION PLAN**

**26.1** All eligible employees in the bargaining unit shall be covered by the Connecticut Municipal Employees Retirement System (CMERS).

## **ARTICLE 27 – EMPLOYEE ASSISTANCE PROGRAM (EAP)**

**27.1** The City of Bridgeport recognizes that a wide range of problems not directly

associated with one's job function can have undesirable effect on an employee's job performance.

**27.2** The City of Bridgeport also recognizes that almost any human problem can be successfully treated provided it is identified in its early stages, and referral is made to an appropriate modality of care. This applies whether the problem is one of physical illness, mental or emotional illness, finances, marital or family distress, alcoholism, drug abuse or legal problems.

**27.3** Therefore, the City of Bridgeport believes it is in the interest of the employees, the employee's family and the City to provide an employee services which deals with such persistent problems.

**27.4** The Employee Assistance Program may establish, and therefore eliminate, and provide its services to all City employees and their immediate family members at no cost to employee or family.

**27.5** The decision to seek the assistance of the EAP is left with the employee. An employee may seek assistance on his/her own or may agree to accept assistance at the suggestion of his/her supervisor.

**27.6** No employee shall be required to seek the assistance of the EAP by his/her supervisor nor penalized for refusal to voluntarily seek such assistance.

**27.7** No reference or record shall be made or stored in any Personnel, Payroll, Supervisor's, Civil Service Commission, or other file regarding an employees' need for, access to or use of the EAP.

**27.8** All records of the EAP, including whether or not an employee is participating in EAP, shall be confidential and not available to any person, Supervisor, Commission Board, or other organization, without the employee's express written consent. No employee shall be required to waive such privilege of confidentiality.

**27.9** Employees are assured that their job, future and reputation will not be jeopardized by utilizing this employee service. Strict record confidentiality will be observed at all times.

**27.10** Employee problems causing unsatisfactory job performance will continue to be handled in a forthright manner within the established Bargaining Agreement procedure. There is no conflict or contradiction with the prevailing bargaining unit procedures.

**27.11** To insure consistency and cooperation, the appropriate union steward will, if the employee consents, become involved when necessary. It should be understood

from the outset that this service is a cooperative effort supported by administration and unions representing City employees.

**27.12** The Employee Assistance Program will offer retirement counseling services to individuals preparing to retire.

## **ARTICLE 28 – WEARING APPAREL**

**28.1** The City shall provide to any City employee, required to wear protective clothing, his/her own protective clothing of good quality and condition. Such clothing shall consist of rain gear, boots, gloves and goggles, or any other protective clothing deemed necessary by the Occupational Safety and Health Administration (O.S.H.A.).

**28.2** Sanitation employees shall be provided by the City with work clothes of good quality consisting of shirt, jacket, and pants.

**28.3** The City shall provide work clothes of good quality, consisting of shirt, pants, and jacket, to any employee covered by this agreement, who in order to perform his job is required to perform manual labor.

## **V. HOLIDAYS AND LEAVES**

### **ARTICLE 29 – HOLIDAYS**

**29.1** The following days shall be paid holidays: New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day and any holiday officially proclaimed as such by the President of the United States of America, by the Governor of the State of Connecticut and by the Mayor of the City.

**29.2** If a holiday falls on a Sunday, the following Monday shall be considered the holiday. If a holiday falls on a Saturday, the holiday shall be observed the preceding Friday.

**29.3** Employees required to work on a holiday at the Director's assignment and/or approval shall be compensated for such work at two (2) times their hourly rate plus holiday pay (1 day's pay) for such work actually performed on the holiday.

**29.4** If any such holiday shall occur during the vacation of any employee, the

employee shall receive an additional day's vacation in lieu thereof.

**29.5** Any employee on sick leave on any such holiday shall receive his/her regular pay for such day, and the same shall not be charged against his/her accumulated sick leave.

## **ARTICLE 30 – VACATIONS**

**30.1** Vacations of employees covered by this contract shall be in accordance with the ordinances of the City of Bridgeport which are now in effect and which provide for such vacations.

**30.2** Employees with continuous Municipal Service of less than one (1) year shall receive one (1) day of vacation with pay for each month of such continuous service but not to exceed one (1) calendar week in the contract year such service is rendered. In each contract year, any employee with one (1) or more years of such Municipal service, but less than five (5) years of such service shall receive two (2) weeks vacation with pay. In each contract year any employee with five (5) or more years of continuous Municipal Service but less than ten (10) years of such service, shall receive three (3) weeks of vacation with pay. In each contract year, any employee with ten (10) or more years of continuous Municipal Service, but less than twenty (20) years of such service, shall receive four (4) weeks of vacation with pay. Employees with twenty (20) or more years of continuous Municipal Service shall receive five (5) weeks vacation with pay.

**30.3 a)** Employees with one (1) week vacation are not eligible for either the option of carryover or payout as set forth below.

**b)** Employees with two (2) weeks vacation may exercise the option of carrying over only one (1) week of unused vacation time from one (1) contract year/vacation year to the next contract year/vacation year but are not eligible for the option of payout for unused vacation time.

**c)** Employees with three (3) weeks or more vacation in addition to the carryover option set forth in (b) above, may elect to work one (1) vacation week at their regular weekly compensation and to receive, in addition, vacation pay for that week worked. An employee eligible for both carryover and payout options may elect to take one or both options in any contract year/vacation year. Each employee must take at least one week actual vacation.

**d)** Employees with four (4) weeks or more weeks vacation, in addition to the carry over option set forth in (b) above, may elect to work two (2) vacation weeks at the regular weekly compensation and to receive, in addition, vacation pay for those

weeks worked. An employee eligible for both carry over and payout options may elect to take one or both options in any contract year/vacation year. Each employee must take at least one week actual vacation.

e) Employees who have not carried over from the prior year who elect the payout option will be paid in accordance with the current contract year/vacation year salary. An employee who has carried over a week from the prior year and then elects the payout option shall be paid at a rate equal to such employee's salary at the end of the prior vacation year. All payouts shall be paid to the employee at the end of the vacation year in which the election is made.

## **ARTICLE 31 – SICK LEAVE**

**31.1 Sick Leave Allowance.** Employees hired prior to July 1, 1992 shall earn sick leave each at the rate of one and one-quarter working days for each calendar month of service, the total of which shall not exceed fifteen (15) days in the first twelve (12) months. Except as specified in Article 31.6 below, employees hired after July 1, 1992 shall be granted ten (10) sick days per year. These days shall be credited to the employee on July 1st of each year.

**31.2 Sick leave accumulation.** Any unused sick leave of any employee during continuous employment may be accumulated without limit. Sick leave shall continue to accumulate during leave of absence with pay and during the time an employee is on authorized sick leave or vacation time.

**31.3** A medical certificate, acceptable to the appointing authority, may be required for any absence consisting of four (4) or more consecutive working days.

**31.4** Sick leave accumulated at retirement or death or other separation from City service.

a) Effective July 1, 1992, upon retirement, death or other separation from City service, an employee shall be credited for the period of time corresponding to the amount of the sick leave accumulated. The above stated credit shall be paid on a lump sum basis of fifty (50%) percent of all unused sick leave up to a limit of two hundred fifteen (215) days within fifteen (15) days of retirement or separation date. Calculation of current year allotment for payment purposes will be made by multiplying the number of full months worked by eighty-three one hundredths (.83). However, sick leave days may be accumulated in excess of two hundred and fifteen days (215) for use when an employee is actually sick.

b) All accumulated and unused sick leave as of June 30, 1992, shall be paid out at retirement, death or other separation from City service at eighty-five percent

(85%) of accumulation and at the dollar value of wages earned as of June 30, 1992.

c) On the death of the employee, the amount of sick leave time credited to the employee shall be payable to his/her spouse, and/or children, or estate.

**31.5 Administration:**

a) The City shall be responsible for the administration of these provisions.

b) The City shall maintain a record for each employee of all sick leave taken and accumulated. These records shall be subject to periodic reports to be submitted to him.

c) During the effective period of this Agreement, a satisfactory method of informing individual employees of accumulated sick leave shall be established. Such procedure shall include either of the following:

1) A record of an employee's accumulated sick leave shall be submitted to him upon request at least once annually.

2) A record of an employee's accumulated sick leave shall be indicated on the employee's wage stub at established periodic intervals to be determined by the City but not less than once annually.

**31.6** Employees listed in Exhibit K will be have the Long Term/Short Term Insurance instead of accumulating sick time as per Section 31.1

**ARTICLE 32 – PERSONAL LEAVE**

Up to three (3) days personal leave with pay shall be granted to any employee on request for personal business in any contract year. Such request will not be unreasonably denied. At the end of the contract year, for employees not covered by Article 31.6, personal days which are unused, will be credited to the employee's sick leave account.

**ARTICLE 33 – BEREAVEMENT LEAVE**

**33.1** Each employee shall be granted leave with pay in the event of a death in his/her immediate family. Such leave shall start on the day of death and continue through and include the day of burial, except that in no event shall such leave be more than three (3) days, commencing on the day of death. For purposes of this Article, the term "immediate family" shall mean and include the following Mother, father, mother-in-law, father-in-law, sister, brother, spouse, child, grandparent,

grandchildren, step-parents and foster parents. Any other bereavement leave, or any extension of the above leave shall be charged to the employee's sick leave account.

**33.2** Employees shall be granted one (1) day leave with pay for the death of any aunt or uncle.

## **ARTICLE 34 – LEAVES OF ABSENCES**

**34.1** A department head, with the approval of the Director of Labor Relations, may grant an employee a leave of absence without pay. No leave without pay shall be granted except upon written request of the employee and a guarantee by that employee that the employee will serve the City for at least one (1) year after the employee returns from such leave. Whenever granted, such leave shall be approved in writing and signed by the department head and the Director of Labor Relations.

Upon expiration of a regularly approved leave without pay, the employee shall return to work in the position held at the time leave was granted if the position is funded, provided that if the position no longer exists or is not funded, the returning employee is to be placed in a position which he/she has demonstrated that he/she can perform effectively while in City service and to which his/her seniority entitled him. Failure on the part of an employee on leave to report promptly at its expiration shall be considered as a resignation.

**34.2** No Leave of absence granted to any employee for any reason shall exceed twelve (12) months.

## **ARTICLE 35 – PREGNANCY LEAVE**

**35.1** Any employee who becomes medically disabled due to pregnancy or medical complications related to pregnancy and is unable to perform her normally assigned duties shall submit a written statement from her physician indicating her present physical condition, the expected date of child birth, the nature of the medical disability, the limitations to which that disability imposes upon her ability to continue with her normally assigned duties, and the probable duration of the disability.

**35.2** Any employee so medically disabled shall be granted paid sick leave to the extent accrued, provided that such leave shall be granted only for the duration of such pregnancy or pregnancy disability.

**35.3** Any employee medically disabled as a result of pregnancy and uses sick leave to the extent accrued shall be entitled to receive all compensation which has been

accrued under the various provisions of this agreement, and, upon returning to work, shall receive full credit for accumulated seniority, retirement, fringe benefits, and other service credits.

**35.4** Any employee previously disabled as a result of pregnancy or medical complications related to pregnancy must return to her position when she is physically able to perform her duties. The City may require medical proof of any disability which it considers unduly long in duration.

**35.5** Parental leave, shall, upon written request to the department head, be granted in six (6) month intervals up to a maximum of two (2) years upon the birth or adoption of a child or upon the serious illness of a child. A written request is required for each six (6) month period. Such request shall not be unreasonably denied. This leave is granted in addition to the sick leave taken pursuant to Article 31.

**35.6** During each six (6) month parental leave period, employees shall (a) be allowed to continue the insurance coverage provisions provided by this agreement at their own expense, and (b) accrue seniority for all benefits thereto provided by this agreement.

**35.7** Family and Medical Leave shall be granted in accordance with the City's Family and Medical Leave Policy.

## **ARTICLE 36 – WORKER'S COMPENSATION**

**36.1** In the event that an employee is required to be absent from work due to a job-related accident, the employee shall be entitled to workers compensation payments pursuant to the State Statute.

**36.2** Absence from work required by virtue of a job-related accident determined to be compensable under the Worker's Compensation statute shall not reduce the sick leave allowance of the employee, which has been accumulated pursuant to Section 31.2 of Article 31, "Sick Leave", of this Agreement.

**36.3** If an employee on workers' compensation has a modified or restricted work capacity, the City may, in its discretion request the employee return to a modified duty position. Such work shall be within the restrictions outlined by the treating medical provider. The City reserves the right to limit the available number of modified duty positions. These positions are intended to be temporary in nature, not to exceed three (3) months in duration and prepare the employee to return to full duty.

**36.4** Each employee injured or disabled as provided under this Article must choose from the list of health care providers for the City of Bridgeport Workers Compensation Managed Care Plan as modified from time to time by the Plan Administrator and approved by the Workers' Compensation Commissioner.

**36.5** Employees on Workers Compensation shall be granted a leave until they have reached maximum medical improvement, unless otherwise provided under this Agreement.

### **ARTICLE 37 – JURY DUTY**

For each of its employees who is summoned to serve on a jury in the Superior Court or United States District Court (in the absence of solicitation by the employee to be listed as a prospective juror) and is required to serve on said jury, the City will reimburse such employees for the difference in the compensation received from the Court and the pay which said employee would have received had the employee worked those hours that the City would have scheduled for the employee's services during the same time period subject to the following provisions:

Employees shall be eligible for this payment after presentation to the City of a statement by the appropriate Clerk of the Court setting forth the dates on which the employee was actually present in Court pursuant to the jury duty summons and the amount paid by the Court as the result of the performance of such jury duty. No employee shall be eligible for the City reimbursement provided herein required for jury duty more often than once in a fiscal year.

## **VI. MISCELLANEOUS**

### **ARTICLE 38 – CIVIL SERVICE APPLICABILITY**

The City and the Association agree that City employees who are covered by the civil service provisions of the City charter shall continue to remain covered by such Civil Service provisions of the City charter except where such provisions are superseded by this contract. This provision shall not be construed to limit or infringe any of the provisions of this contract.

### **ARTICLE 39 – NONDISCRIMINATION**

**39.1** During the term of this Agreement, neither party shall discriminate against employees because of race, color, sex, sexual orientation, age, religion, ethnic or national origin, marital status, handicap or union membership in a manner contrary to state or federal law. Any claimed violation of this Article shall be processed through the step prior to arbitration under the grievance procedure. Thereafter, any claimed violation of this Article may be arbitrated if agreed by both parties. Use of the male or female gender in this Agreement is intended to apply equally to the other.

**39.2** Any claimed violation of this Article over which the CT Commission on Human Rights & Opportunities and/or the Federal EEOC would have jurisdiction may be processed through the grievance procedure to the last step prior to arbitration but will only be arbitrable if both parties so agree in writing.

### **ARTICLE 40 – COPIES OF THE CONTRACT**

Within ninety (90) days after the signing of this Agreement, the City shall furnish a copy of this Agreement to each employee. New employees shall be given a copy of this Agreement at time of hire. The Association is to receive ten (10) signed copies of this Agreement.

### **ARTICLE 41 – SAVINGS CLAUSE**

If any section, sentence, clause or phrase of this Agreement shall be held for any reason to be inoperative, void or invalid, the validity of the remaining portions of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof, or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provisions.

## **ARTICLE 42 – TERMINATION**

All provisions of this agreement shall be effective as of the first (1st) day of July 2018 and shall remain in full force and effect until the thirtieth (30th) day of June 2023. This agreement shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing not more than one hundred fifty (150) days nor less than one hundred twenty (120) days prior to the expiration date that it desires to modify this agreement. In the event such notice is given, negotiations shall begin not later than ninety (90) days prior to the expiration date.

## **ARTICLE 43 – APPLICATION TO RETIREES AND OTHERS SEPARATED FROM CITY SERVICE**

The provisions of this agreement shall apply equally to all employees who have retired or separated from City service following the expiration of the prior agreement and before the effective date of this agreement, unless otherwise stated herein or agreed by the parties.

## **ARTICLE 44 – AMERICANS WITH DISABILITIES ACT**

Nothing in this agreement shall prohibit the City from taking steps to comply with the requirements of the American with Disabilities Act.

## **ARTICLE 45 – SUPERVISORY TRAINING**

The City shall establish in-house training programs, scheduled annually, to enhance present employee skills, knowledge and abilities to their current position. Such City courses shall include, but not be limited to: Management Skills for New Supervisors, Management Skills for Experienced Supervisors, Sexual Harassment, OSHA required course, computer skills for managers and other courses developed to enhance and improve the supervisory/management skills of City Supervisors.

New Probationary supervisory employees shall be required to complete Management Skills for New Supervisors course (2 days) within their probationary periods. Experienced supervisor employees shall be encouraged to attend four (4) days (25) hours of courses developed by City supervisors per year.

If such training is conducted during normal working hours, the employee shall receive his/her regular hourly rate while undergoing training.

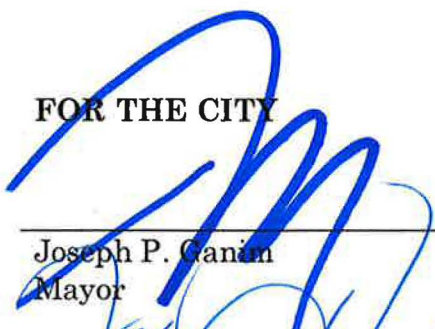
The selection of candidates, for training programs, shall be determined by the employee's expression of interest, aptitude, and work record. All requested training

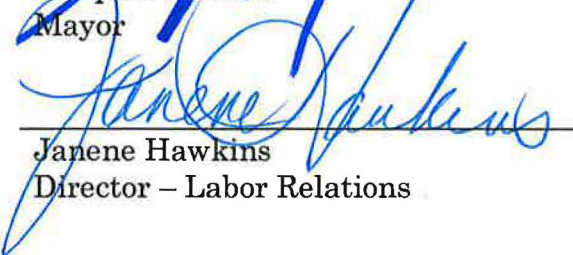
shall be approved by employee's Department Head. For qualified applicant, assignments to training will be determined by order of seniority. Probationary supervisory employees shall be provided Management Skills for New Supervisors within their probationary period.

IN WITNESS WHEREOF, the parties have caused their names to be


signed this 14 day of FEBRUARY, 2018.

FOR THE CITY

  
\_\_\_\_\_  
Joseph P. Canin  
Mayor

  
\_\_\_\_\_  
Janene Hawkins  
Director - Labor Relations

FOR THE UNION

  
\_\_\_\_\_  
Anthony Cavalli  
President, BSCA

  
\_\_\_\_\_  
Edward J. Gavin, Esquire  
Counselor for BCSA

## EXHIBIT A – JOB TITLES

Accountant	Chief Accountant
Accountant – Nutrition	Chief Project Manager (40 HRS)
Accountant – Federal & State Programs	City Engineer
Administrative Assistant	City Planning Assistant
Aids Program Supervisor	City Planning Engineer
Airport Manager	Civil Engineer I
Animal Control Officer	Civil Engineer II
Assistant Building Inspector	Client Service Manager
Assistant City Clerk	Clinic Coordinator
Assistant City Engineer (unaffiliated)	Clinic Physician
Assistant Comptroller-Financial Information Services	Computer Specialist – Nutrition
Assistant Comptroller – Payments	Computer System Analyst
Assistant Comptroller – Account	Construction Development Manager
Assistant Comptroller – Grants	Construction Inspector
Assistant Director – Administrative Services	Custodian IV
Assistant Director – Clean & Green	Custodial Supervisor I
Assistant Director Welfare – Social Services	Custodial Supervisor II
Assistant Director – Workfare	Data Center Manager
Assistant Greenskeeper	Dentist
Assistant Ice-Skating Rink Man	Deputy CAO for Central Grants
Assistant Manager - Dept. of Data Management (BOE)	Deputy CAO Housing and Community
Assistant Medical Doctor	Deputy Director of Housing
Assistant Operating Engineer	Deputy Director of Housing and Community Development
Assistant Personnel Director	Deputy Housing Code Director
Assistant Purchasing Agent	Deputy Housing Code Enforcement Officer
Assistant Records Manager	Deputy Director, Neighborhood Revitalization
Assistant Recreation Superintendent	Deputy Director of Public Works
Assistant Registrar of Vital Statistics	Deputy Director of Public Facilities
Assistant Special Project Manager	Data Center Manager
Assistant Superintendent of Parks	Dentist
Assistant Tax Assessor	Deputy Building Official
Assistant Tax Collector	Deputy Director – Community Development
Assistant Town Clerk I	Deputy Director of Health
Assistant Town Clerk II	Deputy Sealer Weights and Measures
Assistant Zoning Official	Deputy Tax Assessor
Assistant Stationary Engineer	Dietitian
Assistant Comptroller – Financial	Director of Handicapped Services
Assistant Director of Welfare – Social	Director of Information Technology Services
Assistant Director of Welfare – Medical	Director – Department on Aging
Assistant Supervisor Shipping & Receiving	Director of Central Grants
Benefits Manager	Director of Community Development
Branch Librarian	Director of Construction Administration
Bridge Superintendent	Director of Environmental Health
Budget/Policy Analyst	Director of Environmental Sanitation
Building Official	Director of Finance
Central Maintenance Supervisor	Director of Laboratories
Chemist I	Director of Lighthouse Program
Chemist II	Director – Office for Persons with Disabilities
	Director Office of Neighborhood

Director, Office of Planning  
 Director of Personnel  
 Director of Public Health Laboratories  
 Director of Safety and Security  
 Director of Public Works Maintenance  
 Director of School Health Security  
 Director of School Health Service  
 Director School Maintenance  
 Director Public Facilities Maintenance  
 Director of Social Services  
 Director of Transportation  
 Director Veteran Affairs  
 Director, Senior Aides  
 Director, WIC  
 Dispensary Doctor  
 Electrical Inspector  
 Engineering Supervisor  
 Enterprise Services Manager  
 Equipment Mechanic Foreman  
 Executive Secretary  
 Financial Management Supervisor  
 Financial Office Manager, Special Education  
 Golf Courses Assistant Manager  
 Golf Course Assistant Supervisor  
 Golf Course Manager  
 Golf Course Superintendent  
 Grants Personnel Manager  
 Greenhouse Manager  
 Greenskeeper  
 H.I.V. Counselor  
 H.I.V. Education Coordinator  
 Housing Code Enforcement Officer  
 Housing and Comm. Development  
 HR Staff Coordinator  
 Human Resources Manager  
 Immunization Coordinator  
 Incinerator Superintendent  
 Infant Mortality Coordinator  
 Information Services Coordinator  
 Intake Coordinator  
 Labor Foreman  
 Laboratory Technician II  
 Landscape Architect  
 Lead PC Network/Application Analyst  
 Legal Administrator  
 Legal Office Manager  
 Librarian I  
 Librarian II  
 Librarian III  
 Librarian IV  
 Librarian V  
 Library Maintenance Manager  
 Manager of Client Services

Manager of Enterprise Services  
 Manager of Housing and Community Development  
 Manager of Human Resources  
 Manager Ice Skating Rink  
 Manager, Municipal Garage  
 Manager Municipal Parking Garage  
 Manager of Roadway and Park Services  
 Manager, Support Specialist  
 Manager, Treatment & Field Operations  
 Manager of Programming – MICS  
 Manager of Sanitation, Recycling & Transfer Station  
 Maternal & Child Health Physician  
 Mechanical Inspector  
 Milk Inspector  
 Museum Curator  
 Network Communications Supervisor  
 Nutrition Plant Manager  
 Office Manager  
 Operating Engineer  
 Operational Supervisor of Custodial Services  
 Operations Coordinator  
 Para Personnel Assistant  
 Parent Aide Supervisor  
 Park Caretaker  
 Park Foreman  
 Parking Supervisor  
 Payroll Manager  
 Payroll/Benefits Supervisor  
 Permit Inspector  
 Personnel Assistant Project  
 Personnel Director  
 Personnel Examiner  
 Personnel Specialist  
 Plan Reviewer  
 Planning Director  
 Planning and Research Analyst  
 Pollution Control Assistant Chief  
 Pollution Control Chief Operator  
 Pollution Control Foreman II  
 Prevention Project Coordinator  
 Printer Foreman  
 Project Controls Engineer  
 Project Engineer  
 Project Coordinator – Lead Poison  
 Project Manager, Health  
 Project Manager, OPM Management  
 Project Manager of OPR Systems  
 Project Manager, ITS  
 Project Manager, OPED  
 Project Manager, Public Safety  
 Project Manager, SBHC

Project Safety Manager (40)  
 Program Coordinator  
 Program Coordinator – Infant Mortality  
 Program Implementor  
 Program Nutritionist  
 Public Health District Supervisor  
 Public Health Nursing Supervisor  
 Public Safety Communications Budget  
 Public Safety Communications Training  
 Public Safety Communications Supervisor  
 Public Utility Worker II  
 Public Works Foreman I  
 Public Works Foreman II  
 Public Works Foreman III  
 Public Works Traffic Foreman  
 Purchasing Agent  
 Records Manager  
 Recreation Supervisor  
 Recreation Superintendent  
 Sanitation Supervisor  
 Sanitation Superintendent  
 School Based Health Coordinator  
 School Clinic Coordinator  
 School Lunch Consultant  
 School Lunch District Supervisor  
 School Lunch Operations Supervisor  
 School Lunch Supervisor  
 School Physician  
 School Security Director  
 School Plant Maintenance Supervisor  
 Sealer of Weights and Measures  
 Senior Housing & Community Development  
 Senior Office Manager  
 Senior Project Manager (Meb)  
 Senior Zookeeper  
 Sewage Plant Maintenance Supervisor  
 Sewer System Supervisor  
 Shift Supervisor  
 Site Coordinator  
 Site Coordinator/BCSA  
 Social Service Supervisor  
 Special Assistant to Director – Cafeteria  
 Special Project Coordinator  
 Special Project/Student Intern Supervisor  
 Sr. Project Manager/Construction

Stationary Engineer  
 Store Room Supervisor  
 Staff Coordinator, Human Resources  
 Superintendent of Field Operations  
 Superintendent of Municipal Parking  
 Superintendent of Operations  
 Supervising Dental Hygienist  
 Supervisor  
 Supervisor/Coordinator of Plan Review  
 Supervisor, Combined Sewer Overflow  
 Supervisor Department on Aging  
 Supervisor of Fleet Operations  
 Supervisor/Financial Manager  
 Supervisor of Operations  
 Supervisor of Park Security  
 Supervisor of Permits  
 Supervisor of Roadway Maintenance  
 Supervisor of Shipping & Receiving  
 Supervising Sanitation  
 Supervisor of District Operation  
 Supervisor – School Base Health Center  
 Supply/Inventory Coordinator  
 Support Specialist Manager  
 Systems Administrator  
 Tabulating Supervisor  
 Tax Assessment Engineer  
 Tax Assessment Professional  
 Traffic Engineer  
 Tree Foreman  
 Tree Climber III  
 Unit Supervisor  
 Utilities Manager  
 Vocational Services Coordinator  
 Voting Machine Mechanic  
 Warehouse Supervisor – Nutrition  
 Zoning Administrator  
 Zoning and Coastal Management  
 Zoning Enforcement Officer  
 Zoo Curator  
 Zoo Manager

NOTE: The title of Health Director has intentionally been omitted from this list as it is an unaffiliated position,

## EXHIBIT B – THIRTY-FIVE HOUR PER WEEK EMPLOYEES

Name	Department	Title
Aiken, Jay	Library	Librarian I
Antonelli, Diane	Library	Librarian II
Ashe, Wendy	Comptrollers	Accountant
Baldwin, Brad	Library	Library Maint. Mgr
Bielawa, Michael	Library	Librarian II
Blunt, Warren	Environmental Health	Super. Sanitarian
Boland, Lucy	Burroughs	Librarian I
Bordeaux, Vivian	Library	Librarian I
Boyd, Sylvia	Library	Librarian IV
Breslow, Sharon	Burroughs	Librarian I
Broderick, Andrea	Fed&State Prog. Acct	Accountant
Bruno, Bartholomew	Laboratories	Lab Tech. II
Buckley, Dennis	Zoning Department	Zoning Enfor. Off
Catrone, Constance	Health Department	Super.-School Base Health
Clark-Smith, Robin	Health Department	Aids Program Sup.
Delucia, Robert	Weights & Measures	Sealer
Dillard, Scott	Health	Dentist
Ferree, Renate	Library	Librarian III
Fisher, Janet	Burroughs	Librarian III
Flemming, Susan	Burroughs	Librarian I
Flynn, Jane	Library	Librarian I
Fontaine, Ronald	Library	Librarian I
Gaines, Audrey	Health Depart.	Program Coord.
Geoffino, Tina	Burroughs	Librarian III
Gerrity, John	Nutrition Center	Special Asst. to Dir. Caf.
Grecco, Anthony	Nutrition Center	Sch. Health Cons.
Huczel, Steven	Library	Librarian I
Guglielmo, Angela	Library	Librarian II
Holloway, James	Public Facilities	Permit Inspector
Hoyt, Rosemarie	Dept. of Aging	Director
Jacobson, Michele	Library	Librarian I
Keegan, Paula	Library	Librarian IV
Kurtz, Diane	Library	Librarian III
Kwasnik, Stephen	Library	Librarian I
Lazration, Herbert	Library	Librarian II
Lombard, Irene	Comptrollers	Assist. Compt
Marshall, Carol	Library	Librarian I
Martin, Ann	WIC	Program Nutrit.

Massaria, Linda	Public Facilities	Accountant
McCoy, Patricia	Vital Statistics	Assist. Registrar of Voters
McNamara, Timothy	Human Resources	Para Pers. Assist.
Meade, Michele	Communicable Dises.	Supervisor
Micinilio, Pamela	Tax Collector	Accountant
Moretti, Arthur	Health Department	Laboratory Tech. Ctr. Mgr.
Murphy, Jane	Library	Librarian I
Nidoh, Michael	Office of Pan. & Econ.	Plan. Dir
Ortiz, Veronica	Social Services	Supervisor
Osbon, Ann	Library	Librarian I
Palumbo, Anthony	Printing Department	Printer Foreman
Pereira, Angelo	Nutrition Center	Warehouse Sup. Nutrition
Perez, Hilda	Health Department	HIV Cous.
Pires, Jose	BOE Admin.	Fin/OfficeMgr.
Ramos, Francisco	Social Services	Unit Super
Ricci, John	Airport	Airport Mgr
Rodriguez, Alba	Town Clerk	Asst Town Clerk I
Rossa, Judith	Library	Librarian I
Santini, Eugene	Nutrition Ctr	School Lunch Cons
Santos, Deborah	Social Services	Supervisor
Sheridan, Eileen	Library	Librarian
Skinner, Barry	Engineers	City Engr
Soltis, John	Burroughs	Librarian I
Sweeney, Nancy	Library	Librarian. III
Tardy, Bernd	Purchasing	Assistant Purch Agent
Van Tuyl, Elizabeth	Library	Librarian I
Walker, Patricia	WIC	Office Mgr
Williams, Mary	Library	Librarian I
Witkowski, Mary	Library	Librarian III

## **EXHIBIT C – EMPLOYEES SUBJECT TO CITY HALL HOURS**

### **STIPULATION RE: ALL CITY EMPLOYEES SUBJECT TO CITY HALL HOURS**

The City of Bridgeport and the Association hereby agrees as follows:

1. For the life of this contract, City Hall hours will be 9:00 a.m. to 5:00 p.m. inter alia, and one hour for lunch.
2. Any department, including the Board of Education, which now start the work day prior to 9:00 a.m. or end after 5:00 p.m. may continue such starting and/or closing times, but the hours of work of such employees affected thereby, shall be correspondingly adjusted if necessary so that such employees will not be required to regularly work more than their normal hours per week. The City may further adjust such starting and closing times as provided in Article 11 of this Agreement.
3. The Building Department work hours will be from 7:00 a.m. to 4:00 p.m. which includes a one hour unpaid lunch.

## **EXHIBIT D – OVERTIME**

The following supervisory employees shall receive time and one half (1½) for any hours worked in excess of forty (40) hours per week or eight (8) hours per day, provided such work is approved by the appropriate department head:

Custodial Supervisor I  
Custodial Supervisor II  
Custodian IV  
Equipment Mechanic Foreman  
Golf Course Superintendent  
Electrical Inspector  
Labor Foreman  
Manager of Roadway and Parks Services  
Manager of Sanitation, Recycling and Transfer Station  
Mechanical Inspector  
Park Foreman  
Printing Foreman  
Public Safety Communication Supervisor  
Public Works Foreman I  
Public Works Foreman II  
Sanitation Supervisor  
Senior Zoo Keeper  
Traffic Foreman  
Zoo Manager

## **EXHIBIT E – DISTRIBUTION OF OVERTIME**

The distribution of overtime, as stated in the contract, should be distributed in a manner consistent with §11.3 within the budgetary divisions such as but not restricted to:

Parks	Roadway Maintenance
Recreation	Line & Signs
Zoo	Recycling
Airport	Sanitation
Harbor Master	Maintenance
Engineering	Municipal Garage
Board of Education	Public Safety Communications Center

## **EXHIBIT F – COMPENSATORY TIME/FLEX TIME**

This exhibit is to set forth the application of the provisions of the City of Bridgeport's (the "City") collective bargaining agreement (the "Contract") with the Bridgeport City Supervisors Association ("BCSA") to the issue of compensatory time and/or flexible work schedules.

### **General Provisions**

1. Any permanent change in the work schedule of an employee or a department which involves employees who are BCSA members ("employees") will require the advance written approval of the Director of Labor Relations. A change which lasts more than 15 working days will be considered permanent.
2. Employees who are considered exempt under the Fair Labor Standards Act are generally expected to work the normal work hours and any additional time necessary to perform their duties. Employees not exempt under the Act will be treated accordingly.
3. No accrual of compensatory time or other time off to be carried on the records for employees will be permitted in excess of a total of thirty (30) days without the prior written approval of the Director of Labor Relations and OPM.
4. No monetary payment shall be made to employees for compensatory time or accrued time-off for work in excess of normal work hours as provided under this memorandum. No compensatory or flexible time off may be granted to or taken by any employee except as provided in this memorandum without the prior written approval of the Director of Labor Relations.
5. Department heads<sup>1</sup> are expected to keep accurate and up-to-date written records of the accrual and usage of time by employees as provided under this memorandum. Records should be maintained on a first-in/first-out basis.

### **Flex/Compensatory Time**

1. The Contract provides for a list of specific positions which will receive monetary payment for overtime hours worked in excess of forty (40) hours in one week. Those positions are set forth in Exhibit D to the Contract. Utilization or payment of overtime for these positions will require the department head to obtain prior written approval of OPM unless otherwise directed in writing by the Director of OPM.

<sup>1</sup> This limitation applies to all references to department heads

2. The Contract also provides that, "Subject to the approval of the Director of Labor Relations, employees may work a flexible work schedule, provided such approval shall be subject to the condition that the economy and efficiency of operation are not thereby impaired."
3. A Department head may authorize a flexible work schedule for employees who work in excess of normal work hours and are exempt employees under the Fair Labor Standards Act and not eligible for overtime payments under the Contract subject to the following:
  - a. Employees will only receive compensating time-off for work performed in excess of their normal working hours on a temporary basis if such work has the specific prior written authorization of the department head (or the next higher supervisor who is not a BCSA member if the department head is a BCSA members)<sup>2</sup>. Department heads are expected to exercise sound judgment in granting such approval. Approval should not be granted for minor increases or fluctuations in workload or time required to perform normal responsibilities but reserved for major projects or work requirements of an unusual, emergency or extensive nature which require major additional time for performance.
  - b. Department heads may authorize or require employees to take time off that day or that week to reflect additional hours worked so as to bring the total time worked for the week into conformity to normal work hours. Prior written approval of the department head will be required for such time-off. Approvals shall not be given that adversely affect the operation of the department or its hours. Timesheets should reflect these hours.
  - c. Time off compensation for time worked in excess of normal work hours which is not taken off within the work week may be carried forward, on an hour for hour basis, for up to sixty (60) days with the written approval of the department head. Department heads may not extend such sixty (60) days period except with prior written approval of the Director of Labor Relations. Time which is not utilized within the sixty (60) days period, or such extended period as the Director of Labor Relations may approve, will be forfeited and removed from the books.

<sup>2</sup> This limitation applies to all references in department heads who are BCSA members.

## Exhibit G

# CONNECTICUT PARTNERSHIP PLAN



### *A Great Opportunity for Very Valuable Healthcare Coverage*

Welcome to the Connecticut (CT) Partnership Plan—a low-/no-deductible Point of Service (POS) plan now available to you (and your eligible dependents up to age 26) and other non-state public employees who work for municipalities, boards of education, quasi-public agencies, and public libraries.

*The CT Partnership Plan is the same POS plan currently offered to State of Connecticut employees.* You get the same great healthcare benefits that state employees get, including \$15 in-network office visits (average actual cost in CT: \$150\*), free preventive care, and \$5 or \$10 generic drug copays for your maintenance drugs. You can see any provider (e.g., doctors, hospitals, other medical facilities) you want—in- or out-of-network. But, when you see in-network providers, you pay less. That's because they contract with UnitedHealthcare/Oxford—the plan's administrator—to charge lower rates for their services. You have access to Oxford's Freedom Select Network in Connecticut, New Jersey, and parts of New York, and United's Choice Plus Network for seamless national access!

When you join the CT Partnership Plan, the state's Health Enhancement Program (HEP) is included. HEP encourages you to get preventive care screenings, routine wellness visits, and chronic disease education and counseling. When you remain compliant with the specific HEP requirements on page 5, you get to keep the financial incentives of the HEP program!

Look inside for a summary of medical benefits, and visit [www.osc.ct.gov/CTpartner](http://www.osc.ct.gov/CTpartner) to find out if your doctor, hospital or other medical provider is in UnitedHealthcare/Oxford's network. Information about the dental plan offered where you work, and the amount you'll pay for healthcare and dental coverage, will be provided by your employer.

BENEFIT FEATURE	IN-NETWORK	OUT-OF-NETWORK
Preventive Care (including adult and well-child exams and immunizations, routine gynecologist visits, mammograms, colonoscopy)	\$0	20% of allowable UCR* charges
Annual Deductible (amount you pay before the Plan starts paying benefits)	Individual: \$350 Family: \$350 per member (\$1,400 maximum) <b><i>Waived for HEP-compliant members</i></b>	Individual: \$300 Family: \$900
Coinsurance (the percentage of a covered expense you pay <b>after</b> you meet the Plan's annual deductible)	Not applicable	20% of allowable UCR* charges
Annual Out-of-Pocket Maximum (amount you pay before the Plan pays 100% of allowable/UCR* charges)	Individual: \$2,000 Family: 4,000	Individual: \$2,300 (includes deductible) Family: \$4,900 (includes deductible)
Primary Care Office Visits	\$15 copay (\$0 copay for Preferred Providers)	20% of allowable UCR* charges
Specialist Office Visits	\$15 copay (\$0 copay for Preferred Providers)	20% of allowable UCR* charges
Urgent Care & Walk-In Center Visits	\$15 copay	20% of allowable UCR* charges
Acupuncture (20 visits per year)	\$15 copay	20% of allowable UCR* charges
Chiropractic Care	\$0 copay	20% of allowable UCR* charges
Diagnostic Labs and X-Rays <sup>1</sup> ** High Cost Testing (MRI, CAT, etc.)	\$0 copay ( <b>your doctor</b> will need to get prior authorization for high-cost testing)	20% of allowable UCR* charges ( <b>you</b> will need to get prior authorization for high-cost testing)
Durable Medical Equipment	\$0 ( <b>your doctor</b> may need to get prior authorization)	20% of allowable UCR* charges ( <b>you</b> may need to get prior authorization)

IN NETWORK: Within your carrier's immediate service area, no co-pay for preferred facility. 20% cost share at non-preferred facility.  
Outside your carrier's immediate service area: no co-pay.

OUT OF NETWORK: Within your carrier's immediate service area, deductible plus 40% coinsurance.  
Outside of carrier's immediate service area: deductible plus 20% coinsurance.



BENEFIT FEATURE	IN-NETWORK	OUT-OF-NETWORK
Emergency Room Care	\$250 copay (waived if admitted)	\$250 copay (waived if admitted)
Eye Exam (one per year)	\$15 copay	50% of allowable UCR* charges
**Infertility (based on medical necessity)		
Office Visit	\$15 copay	20% of allowable UCR* charges
Outpatient or Inpatient	\$0	20% of allowable UCR* charges
Hospital Care		
**Inpatient Hospital Stay	\$0	20% of allowable UCR* charges
Mental Healthcare/Substance Abuse Treatment		
**Inpatient	\$0	20% of allowable UCR* charges (you may need to get prior authorization)
Outpatient	\$15 copay	20% of allowable UCR* charges
Nutritional Counseling (Maximum of 3 visits per Covered Person per Calendar Year)	\$0	20% of allowable UCR* charges
**Outpatient Surgery	\$0	20% of allowable UCR* charges
**Physical/Occupational Therapy	\$0	20% of allowable UCR* charges, up to 60 inpatient days and 30 outpatient days per condition per year
Foot Orthotics	\$0 (your doctor may need to get prior authorization)	20% of allowable UCR* charges (you may need to get prior authorization)
Speech therapy: Covered for treatment resulting from autism, stroke, tumor removal, injury or congenital anomalies of the oropharynx	\$0	Deductible plus Coinsurance (30 visits per Calendar Year)
Medically necessary treatment resulting from other causes is subject to Prior Authorization	\$0 (30 visits per Covered Person per Calendar Year)	Deductible plus Coinsurance (30 visits per Calendar Year)

\*Usual, Customary and Reasonable. You pay 20% coinsurance based on UCR, plus you pay 100% of amount provider bills you over UCR.

\*\* Prior authorization required: If you use in-network providers, your provider is responsible for obtaining prior authorization from UnitedHealthcare/Oxford. If you use out-of-network providers, you are responsible for obtaining prior authorization from UnitedHealthcare/Oxford.

**We are dedicated to helping people live healthier lives.** *This is our mission and we take it seriously. By making healthier decisions, you can live a healthier life. It's that simple. Our programs and network can help you do just that.*

### *Our Network*

We have a robust local and national network. Nationally and in the tri-state area, we have a large number of doctors, health care professionals and hospitals. For years, our members have accessed our Connecticut, New York and New Jersey tri-state network. Whichever plan you choose, you'll have seamless access to our UnitedHealthcare Choice Plus Network of physicians and health care professionals outside of the tri-state area. This gives State of Connecticut employees, retirees and their families better access to care whether you are in Connecticut, traveling outside the tri-state area, or living somewhere else in the country.

Just giving you a list of doctors is not very helpful. The UnitedHealth Premium® designation program recognizes doctors who meet standards for quality and cost-efficiency. We use evidence-based medicine and national industry guidelines to evaluate quality and the cost-efficiency standards are based on local market benchmarks for the efficient use of resources in providing care. The 2016 UnitedHealth Premium program covers 27 specialty areas of medicine, including two new specialties (Ear, Nose and Throat, and Gastroenterology).

For more information about our network and the Premium designation program or to search for physicians participating in our local network and the national UnitedHealthcare Choice Plus Network, please visit [partnershipstateofct.welcometouhc.com](http://partnershipstateofct.welcometouhc.com).

For information on these discounts and special offers, please visit [partnershipstateofct.welcometouhc.com](http://partnershipstateofct.welcometouhc.com)



### *Oxford On-Call®*

*Healthcare Guidance 24 hours a day*

We realize that questions about your health can come up at any time. That's why we offer you flexible choices in health care guidance through our *Oxford On-Call* program. Speak with a registered nurse who can offer suggestions and guide you to the most appropriate source of care, 24 hours a day, seven days a week. That's the idea behind *Oxford On-Call*.

If you are a member and you need to reach *Oxford-On-Call*, please call 800-201-4911. Press option 4. *Oxford On-Call* can give you helpful information on general health information, deciding where to go for care, choosing self-care measures or guidance for difficult decisions.

### *Custom Website*

We created this website for State of Connecticut employees and retirees to provide the tools and information to help you make informed health care decisions.

Visit [partnershipstateofct.welcometouhc.com](http://partnershipstateofct.welcometouhc.com) to search for a doctor or hospital, or learn about your health plans. You also can get Health Enhancement Program information at [cthep.com](http://cthep.com), or by phone at 877-687-1448.

*Value-added programs such as wellness programs and discounts offered by the plan are not negotiated benefits and are subject to change at any time at the discretion of the plan.*

<b>PRESCRIPTION DRUGS</b>	<b>Maintenance<sup>+</sup> (31-to-90-day supply)</b>	<b>Non-Maintenance (up to 30-day supply)</b>	<b>HEP Chronic Conditions</b>
Generic (preferred/non-preferred) <sup>++</sup>	\$5/\$10	\$5/\$10	\$0
Preferred/Listed Brand Name Drugs	\$25	\$25	\$5
Non-Preferred/Non-Listed Brand Name Drugs	\$40	\$40	\$12.50
Annual Out-of-Pocket Maximum	\$4,600 Individual/\$9,200 Family		

+ Initial 30-day supply at retail pharmacy is permitted. Thereafter, 90-day supply is required—through mail-order or at a retail pharmacy participating in the State of Connecticut Maintenance Drug Network.

++ Prescriptions are filled automatically with a generic drug if one is available, unless the prescribing physician submits a Coverage Exception Request attesting that the brand name drug is medically necessary.

### *Preferred and Non-Preferred Brand-Name Drugs*

A drug's tier placement is determined by Caremark's Pharmacy and Therapeutics Committee, which reviews tier placement each quarter. If new generics have become available, new clinical studies have been released, new brand-name drugs have become available, etc., the Pharmacy and Therapeutics Committee may change the tier placement of a drug.

If your doctor believes a non-preferred brand-name drug is medically necessary for you, they will need to complete the Coverage Exception Request form (available at

[www.osc.ct.gov/ctpartner](http://www.osc.ct.gov/ctpartner)) and fax it to Caremark.

If approved, you will pay the preferred brand co-pay amount.

### *If You Choose a Brand Name When a Generic Is Available*

Prescriptions will be automatically filled with a generic drug if one is available, unless your doctor completes Caremark's Coverage Exception Request form and it is approved. (It is not enough for your doctor to note "dispense as written" on your prescription; a separate

form is required.) If you request a brand-name drug over a generic alternative without obtaining a coverage exception, you will pay the generic drug co-pay PLUS the difference in cost between the brand and generic drug.

### *Mandatory 90-day Supply for Maintenance Medications*

If you or your family member takes a maintenance medication, you are required to get your maintenance prescriptions as 90-day fills. You will be able to get your first 30-day fill of that medication at any participating pharmacy. After that your two choices are:

- Receive your medication through the Caremark mail-order pharmacy, or
- Fill your medication at a pharmacy that participates in the State's Maintenance Drug Network (see the list of participating pharmacies on the Comptroller's website at [www.osc.ct.gov](http://www.osc.ct.gov)).

The Health Enhancement Program (HEP) is a component of the medical plan and has several important benefits. First, it helps you and your family work with your medical providers to get and stay healthy. Second, it saves you money on your healthcare. Third, it will save money for the Partnership Plan long term by focusing healthcare dollars on prevention.

### *Health Enhancement Program Requirements*

You and your enrolled family members must get age-appropriate wellness exams, early diagnosis screenings (such as colorectal cancer screenings, Pap tests, mammograms, and vision exams). Here are the 2018 HEP Requirements:

PREVENTIVE SCREENINGS	AGE						
	0 - 5	6-17	18-24	25-29	30-39	40-49	50+
Preventive Visit	1 per year	1 every other year	Every 3 years	Every 3 years	Every 3 years	Every 2 years	Every year
Vision Exam	N/A	N/A	Every 7 years	Every 7 years	Every 7 years	Every 4 years	50-64: Every 3 years 65+: Every 2 years
Dental Cleanings*	N/A	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year
Cholesterol Screening	N/A	N/A	Every 5 years (20+)	Every 5 years	Every 5 years	Every 5 years	Every 2 years
Breast Cancer Screening (Mammogram)	N/A	N/A	N/A	N/A	1 screening between age 35-39**	As recommended by physician	As recommended by physician
Cervical Cancer Screening (Pap Smear)	N/A	N/A	Every 3 years (21+)	Every 3 years	Every 3 years	Every 3 years	Every 3 years to age 65
Colorectal Cancer Screening	N/A	N/A	N/A	N/A	N/A	N/A	Colonoscopy every 10 years or Annual FIT/FOBT to age 75

\*Dental cleanings are required for all members who are participating in the Partnership Plan  
Or as recommended by your physician



*The Health Enhancement Program features an easy-to-use website to keep you up to date on your requirements.*

### *Additional Requirements for Those With Certain Conditions*

If you or any enrolled family member has 1) Diabetes (Type 1 or 2), 2) asthma or COPD, 3) heart disease/heart failure, 4) hyperlipidemia (high cholesterol), or 5) hypertension (high blood pressure), you and/or that family member will be required to participate in a disease education and counseling program for that particular condition. You will receive free office visits and reduced pharmacy copays for treatments related to your condition.

These particular conditions are targeted because they account for a large part of our total healthcare costs and have been shown to respond particularly well to education and counseling programs. By participating in these programs, affected employees and family members will be given additional resources to improve their health.

### *If You Do Not Comply with the requirements of HEP*

**If you or any enrolled dependent becomes non-compliant in HEP, your premiums will be \$100 per month higher and you will have an annual \$350 per individual (\$1,400 per family) in-network medical deductible.**

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Care Management Solutions, an affiliate of ConnectiCare, is the administrator for the Health Enhancement Program (HEP). The HEP participant portal features tips and tools to help you manage your health and your HEP requirements. You can visit [www.cthep.com](http://www.cthep.com) to:

- View HEP preventive and chronic requirements and download HEP forms
- Check your HEP preventive and chronic compliance status
- Complete your chronic condition education and counseling compliance requirement
- Access a library of health information and articles
- Set and track personal health goals
- Exchange messages with HEP Nurse Case Managers and professionals

You can also call Care Management Solutions to speak with a representative.

### **Care Management Solutions**

(877) 687-1448 Monday – Thursday, 8:00 a.m. – 6:00 p.m. Friday, 8:00 a.m. – 5:00 p.m.

*Office of the State Comptroller, Healthcare Policy & Benefit Services Division*

[www.osc.ct.gov/ctpartner](http://www.osc.ct.gov/ctpartner)  
**860-702-3560**

*UnitedHealthcare Oxford*

<http://partnershipstateofct.welcometouhc.com>  
Prior to Effective Date: **1-800-760-4566**  
After Effective Date: **1-800-385-9055**

*Caremark (Prescription drug benefits)*

[www.caremark.com](http://www.caremark.com)  
**1-800-318-2572**

*Health Enhancement Program (HEP) Care Management Solutions  
(an affiliate of ConnectiCare)*

[www.cthep.com](http://www.cthep.com)  
**1-877-687-1448**

For details about specific plan benefits and network providers, contact the insurance carrier. If you have questions about eligibility, enrolling in the plans or payroll deductions, contact your Payroll/Human Resources office.

# Your Vision Benefits Summary

## Exhibit H



Get the best in eye care and eyewear with CITY OF BRIDGEPORT and VSP® Vision Care.

### Using your VSP benefit is easy.

- **Create an account at [vsp.com](http://vsp.com).** Once your plan is effective, review your benefit information.
- **Find an eye care provider who's right for you.** The decision is yours to make—choose a VSP doctor, a participating retail chain, or any out-of-network provider. To find a VSP provider, visit [vsp.com](http://vsp.com) or call **800.877.7195**.
- **At your appointment, tell them you have VSP.** There's no ID card necessary. If you'd like a card as a reference, you can print one on [vsp.com](http://vsp.com).

**That's it! We'll handle the rest**—there are no claim forms to complete when you see a VSP provider.

### Best Eye Care

You'll get the highest level of care, including a WellVision Exam®—the most comprehensive exam designed to detect eye and health conditions. Plus, when you see a VSP provider, you'll get the most out of your benefit, have lower out-of-pocket costs, and your satisfaction is guaranteed.

### Choice in Eyewear

From classic styles to the latest designer frames, you'll find hundreds of options. Choose from featured frame brands like bebe®, Calvin Klein, Cole Haan, Flexon®, Lacoste, Nike, Nine West, and more¹. Visit [vsp.com](http://vsp.com) to find a Premier Program location that carries these brands. Prefer to shop online? Check out all of the brands at [Eyeconic.com](http://Eyeconic.com), VSP's online eyewear store.

### Plan Information

**VSP Coverage Effective Date:** 01/01/2017

**VSP Provider Network:** VSP Signature

CITY OF BRIDGEPORT and VSP provide you with an affordable eyecare plan.

Visit [vsp.com](http://vsp.com) or call **800.877.7195** for more details on your vision coverage and exclusive savings and promotions for VSP members.

¹Brands/Promotion subject to change.

©2014 Vision Service Plan. All rights reserved. VSP, VSP Vision care for life, and WellVision Exam are registered trademarks of Vision Service Plan. Flexon is a registered trademark of Marchon Eyewear, Inc. All other company names and brands are trademarks or registered trademarks of their respective owners.

Benefit	Description	Copay
<b>Your Coverage with a VSP Provider</b>		
<b>WellVision Exam</b>	<ul style="list-style-type: none"> <li>• Focuses on your eyes and overall wellness</li> <li>• Every 12 months</li> </ul>	\$20
<b>Prescription Glasses</b>		\$30
<b>Frame</b>	<ul style="list-style-type: none"> <li>• \$105 allowance for a wide selection of frames</li> <li>• \$125 allowance for featured frame brands</li> <li>• 20% savings on the amount over your allowance</li> <li>• \$60 Costco® frame allowance</li> <li>• Every 24 months</li> </ul>	Included in Prescription Glasses
<b>Lenses</b>	<ul style="list-style-type: none"> <li>• Single vision, lined bifocal, and lined trifocal lenses</li> <li>• Polycarbonate lenses for dependent children</li> <li>• Every 12 months</li> </ul>	Included in Prescription Glasses
<b>Lens Enhancements</b>	<ul style="list-style-type: none"> <li>• Standard progressive lenses</li> <li>• Premium progressive lenses</li> <li>• Custom progressive lenses</li> <li>• Average savings of 35-40% on other lens enhancements</li> <li>• Every 12 months</li> </ul>	\$50 \$80 - \$90 \$120 - \$160
<b>Contacts (Instead of glasses)</b>	<ul style="list-style-type: none"> <li>• \$105 allowance for contacts and contact lens exam (fitting and evaluation)</li> <li>• 15% savings on a contact lens exam (fitting and evaluation)</li> <li>• Every 12 months</li> </ul>	\$0
<b>Diabetic Eyecare Plus Program</b>	<ul style="list-style-type: none"> <li>• Services related to diabetic eye disease, glaucoma and age-related macular degeneration (AMD). Retinal screening for eligible members with diabetes. Limitations and coordination with medical coverage may apply. Ask your VSP doctor for details.</li> <li>• As needed</li> </ul>	\$20
<b>Glasses and Sunglasses</b>		
<ul style="list-style-type: none"> <li>• Extra \$20 to spend on featured frame brands. Go to <a href="http://vsp.com/specialoffers">vsp.com/specialoffers</a> for details.</li> <li>• 30% savings on additional glasses and sunglasses, including lens enhancements, from the same VSP provider on the same day as your WellVision Exam. Or get 20% from any VSP provider within 12 months of your last WellVision Exam.</li> </ul>		
<b>Extra Savings</b>	<b>Retinal Screening</b> <ul style="list-style-type: none"> <li>• No more than a \$39 copay on routine retinal screening as an enhancement to a WellVision Exam</li> </ul> <b>Laser Vision Correction</b> <ul style="list-style-type: none"> <li>• Average 15% off the regular price or 5% off the promotional price; discounts only available from contracted facilities</li> <li>• After surgery, use your frame allowance (if eligible) for sunglasses from any VSP doctor</li> </ul>	

#### Your Coverage with Out-of-Network Providers

Visit [vsp.com](http://vsp.com) for details, if you plan to see a provider other than a VSP network provider.

Exam .....	up to \$40	Lined Trifocal Lenses .....	up to \$80
Frame .....	up to \$45	Progressive Lenses .....	up to \$80
Single Vision Lenses .....	up to \$40	Contacts .....	up to \$105
Lined Bifocal Lenses .....	up to \$60		

Coverage with a participating retail chain may be different. Once your benefit is effective, visit [vsp.com](http://vsp.com) for details. Coverage information is subject to change. In the event of a conflict, the information and your organization's contract with VSP, the terms of the contract will prevail. Based on applicable laws, benefits may vary by location.

## EXHIBIT I – BCSA MEMBERS ON JANUARY 30, 2009

Last Name	First Name	Location Description	Job Class Description
Adler	Steven	Building Department	Electrical Inspector (40 Hrs)
Aiken	Jay	Library	Librarian III
Akin	Donald	Building Department	Mechanical Inspector (40 Hrs)
Albuquerque	Paul	Roadway Maintenance	Public Works Foreman II
Alfano	John	Facilities Maintenance	Custodian IV
Anaeto	Mark	Office Of Policy & Management	Budget/Policy Analyst
Antonelli	Diane	Library	Librarian II
Antonini	August	Building Commission	Assistant Building Inspector (40 Hrs)
Armour	Thomas	BOE Facilities	Custodian IV
Ashe	Wendy	Office Of The Treasurer	Accountant
Baldino	Virginia	Public Facilities Admin	Senior Office Manager
Baldwin	Brad	Library	Library Maintenance Manager
Bassette	Naomie	Nutrition Center	School Lunch Consultant
Bell	Daris	BOE Facilities	Custodian IV
Bielawa	Michael	Library	Librarian II
Blanding	Bynum	Custodian V	Learning Center
Block	Paul	Nutrition Center	School Lunch Consultant
Blunt	Warren	Environmental Health	Supervising Sanitarian
Boland	Lucy	Library	Librarian I
Bordeaux	Vivian	Library	Librarian I
Borges	Helder	Sanitation And Recycling	Sanitation Supervisor
Boucher	Paul	Zoning Commission	Assistant Zoning Official
Boyd	Sylvia	Library	Librarian III
Breslow	Sharon	Library	Librarian I
Brickett	Kathleen	Comptroller's Office	Accountant
Brock Jr.	Thomas	BOE - Facilities	Custodian IV
Broderick	Andrea	Federal & State Program Acctg	Acct.-Federal & State Prog.
Brown	Rose	BOE Facilities	Custodian IV
Buckley	Dennis	Zoning Commission	Zoning Administrator
Caliento	Stephen	Sewage Disposal	Sewer Overflow Supervisor
Carvalho	Elaine	Tax Assessor	Tax Assessor
Catino	Paul	Public Facilities Admin	Budget/Policy Analyst

<b>Last Name</b>	<b>First Name</b>	<b>Location Description</b>	<b>Job Class Description</b>
Cavalli	Anthony	Building Department	Electrical Inspector (40 Hrs)
Clark-Smith	Robin	Health	Aids Program Supervisor
Coble	Thomas	Office Of Planning & Econ Devel	Deputy Dir Of Neighborhood Revit
Caviness	Deborah	Minority Business Resource	Senior Project Manager (Meb)
Conine	Luann	Recreation	Recreation Superintendent
Cote	David	Engineering	City Engineer
Cottell	John	Public Facilities Admin	Utilities Manager (40 Hrs)
Curwen	Catherine	Public Facilities	Special Projects Coordinator
Daley	Victor	Read School	Custodian IV
Dancho	Gregg	Beardsley Zoo Carousel	Zoo Manager
Debiase	Louis	Building Department	Mechanical Inspector (40 Hrs)
Defranzo	Michael	BOE Facilities	Custodian IV
Delucia	Robert	Sealer Weights & Measures	Deputy Sealer Weights & Measures
Denitto	Frank	BOE Facilities	Custodian IV
Deprimo	Anthony	Roadway Management	Manager Of Sanitation Recyclin
Domeracki	John	BOE Facilities	Custodial Supervisor I
Domizio	Raymond	Parks Maintenance Services	Golf Course Superintendent
Edwards	Albert	BOE Facilities	Custodian IV
Epelbaum	Alexander	Info Technology Services	Enterprise Services Manager (4
Esposito	Vincent	Nutrition Center	Computer Specialist - Nutritio
Finch	Janet	Benefits Administration	Human Resource Manager
Fiorito	Mark	BOE Facilities	Custodian IV
Fisher	Janet	Library	Librarian III
Flynn	Jane	Library	Librarian I
Fontaine	Ronald	Library	Librarian I
Gaines	Audrey	Lead Prevention Program	Program Coordinator
Galla	Joseph	BOE Facilities	Custodian IV
Garcia	Jorge	BOE Facilities	Supervisor- Custodial Services
Garritty	Barbara	BOE Adm. 948 Main St	Public Health District Supervisor
Gaydos	Joseph	Nutrition Center	Custodian IV
Geoffino	Tina	Library	Librarian III
Georges	Philip	Cesaer A Batalla	Custodian IV
Gerrity	John	Nutrition Center	Spec. Asst. To Dir.-Cafeteria
Goff	Donald	Beardsley Zoo	Zoo Curator

Last Name	First Name	Location Description	Job Class Description
		Carousel	
Grabarz	Theodore	Public Facilities Admin	Deputy Director Of Public Fac
Grabowski	Anthony	Building Department	Assistant Building Inspector (
Grant	William	Dunbar School	Custodian IV
Grant	John	Building Department	Plan Reviewer (40 Hrs)
Grasso	Ermin	BOE Facilities	Custodian IV
Grecco	Anthony	Nutrition Center	School Lunch Consultant
Greenberg	George	Longfellow School	Custodian IV
Grens	Stephen	Water Poll Control Auth	Construction Inspector
Guglielmo	Angela	Burroughs	Librarian II
Hajtol	Joseph	Info Technologies	Dir. Of Info Technology
Hammond	Robert	Facilities Maintenance	Custodian IV
Harris	Peter	Water Poll Control Auth	Director - Finance
Head	Alexander	Golf Course	Golf Course Manager
Heinlein	Albert	Stockroom	Superv. Of Shipping & Receiving
Heller	Adam	Info Technology Services	Its Director
Hladun	Stephen	Parks Administration	Special Projects Coordinator
Holloway	James	Public Facilities Admin	Permit Supervisor
Hooks	Curtis	BOE Facilities	Custodian IV
Hooks	Dennis	BOE Facilities	Custodian IV
House	Willie	Public Facilities	Sanitation Supervisor
Hoyt	Rosemarie	Aging	Director - Department On Aging
Jackson	Marcus	Public Saftey Communications	Project Manager- Public Saftey
Jacobs	Ralph	Civil Service	Personnel Director
Jacobson	Michele	Library	Librarian I
Jones	Leroy	Roadway Maintenance	Public Works Foreman II
Kabel	Alanna	Dept. Of Housing	Director, Central Grants
Kadi	Issam	Fairchild Wheeler Golf Course	Assistant Greens Keeper
Kandybowicz	Irena	W I C	Client Services Manager
Kearney	Peter	Fairchild Wheeler Golf Course	Greenskeeper
Kearse Jr	Cline	BOE - Facilities	Custodian IV
Keegan	Paula	Library	Librarian III
Keerthy	Ravi	Water Poll Control Auth	Manager Treatment & Field Oper

<b>Last Name</b>	<b>First Name</b>	<b>Location Description</b>	<b>Job Class Description</b>
Kennedy	Robert	Public Facilities Admin	Deputy Director Of Public Fac
Kennedy	Andrew	Municipal Garage	Supervisor Of Fleet Operations
Keogh	Peter	Police Department	Assistant Special Project Mana
Kica	Arben	Building Department	Plan Reviewer (40 Hrs)
Kwasnik	Stephen	Library	Librarian I
Laffitte	Raul	Transportation City Hall	Director Of Transportation
Lanese	Thomas	Nutrition Center	Nutrition Plant Manager
Lattin	Thomas	Public Facilities Admin	Special Projects Coordinator
Lavernoich	Edward	Office Of Planning & Econ Devel	Deputy Director Of OPED
Lazration	Herbert	Library	Librarian II
Leonzi	Raymond	BOE Facilities	Custodian IV
Lombard	Irene	Comptrollers	Assistant Comptroller- Payments
Lombard	Thomas	BOE- Mail	Custodian IV
Lombardi	Michael	BOE Business	Financial Management Supervis
Loper	Edward	Blackham School	Custodian IV
Martin	Ann	W I C	Program Nutritionist
Massaria	Linda	Public Facilities Admin	Accountant
McCoy	Patricia	Vital Statistics	Director
McDermott	Kelly	Central Grants Office	Senior Housing & Community Dev.
McDowell	Todd	High Horizons	Custodial Supervisor
McInerney	Daniel	Building Commission	Electrical Inspector (40 Hrs)
McNamara	Timothy	Human Resources Office	Para Personnel Asst.
Meade	Michele	Communicable Disease Clinic	Public Health District Supervi
Micinilio	Pamela	Tax Collector	Accountant
Middlemass	Bruce	Human Resources	Custodian IV
Middlemess	John	BOE - Facilities	Custodian IV
Molina	Iris	Social Services	Director Of Social Services(40
Montanaro	Anthony	BOE Facilities	Asst Stationary Engineer
Moura	Gisela	Office Of Policy & Management	Budget/Policy Analyst
Nelson, Sr	Gary	Human Resouces	Custodian IV
Nelson	Bruce	Building Department	Deputy Building Official (40 H
Nidoh	Michael	OPED Administration	Planning Director
O'Neil	Eugene	Police Department	Supervisor Park Police
Oliveira	Fernanda	Public Facilities	Special Projects Coordinator

Last Name	First Name	Location Description	Job Class Description
		Admin	
Ortiz	Veronica	Welfare	Supervisor/Financial Manager
Paajanen	Peter	Building Department	Building Official
Palumbo	Anthony	Printing Department	Printer Foreman
Papa	Tammy	Light House Youth Services	Director Lighthouse Program
Pereira	Angelo	Nutrition Center	Warehouse Supervisor-Nutrition
Pires	Jose	BOE Business	Financial/Office Mgr.-Spec. Ed
Porzelt	Alan	BOE Facilities	Custodian IV
Puccio	Joseph	Roadway Management	Public Works Foreman II
Rather	Sherri	Civil Service	Personnel Examiner
Reilly	Kristen	Human Resources	Hr Staff Coordinator
Resto	Christina	Town Clerk	Assistant Town Clerk I
Ricci	John	Airport	Airport Manager
Robinson III	William	West Sewage Disposal	Manager-Treatment And Field Operator
Rodriguez	Alba	Town Clerk	Assistant Town Clerk I
Rowe	Percie	BOE - Facilities	Custodian IV
Santini	Eugene	Nutrition Center	School Lunch Consultant
Santos	Deborah	Social Services	Supervisor
Simmonds	Donald	BOE Facilities	Custodian IV
Soltis	John	Library	Librarian I
Sweeney	Nancy	Library	Librarian III
Syed	Aijaz	Info Technology Services	Project Manager OPED
Tardy	Bernd	Purchasing	Purchasing Agent
Thomas	Robert	BOE Facilities	Custodian IV
Tomatore	Russell	BOE Facilities	Custodial Supervisor I
Toolan	Diane	Health Department	Senior Housing & Community Dev.
Toth	Bartholomew	Police Department	Equipment Mechanic Foreman
Twistol	Delmar	BOE Facilities	Operations Supervisor
Ulatowski	Patricia	Vital Statistics	Assistant Registrar Of Vital
Urquidi	Jon	Engineering	Engineering Supervisor
Valeri	Andrew	Parks Maintenance Services	Manager Of Roadway And Parks S
Van Tuyl	Elizabeth	Library	Librarian I
Venturelle	Joseph	BOE Facilities	Operations Supervisor
Videira	Armino	Recycling	Puplic Works Foreman I
Wadi	Sadi	Engineers	Civil Engineer I
Wahn	Vincent	BOE Facilities	Custodial Supervisor I
Walentowicz	Robert	BOE Adm	Custodian IV
Walker	Patricia	W I C	Office Manager
Walsh Mitchell	Christine	Payroll/Benefits	Payroll/Benefits Superv.

Last Name	First Name	Location Description	Job Class Description
Weiner	Richard	Benefits Administration	Benefits Manager
Williams	Mary	Library	Librarian I
Witkowski	Mary	Library	Librarian III
Worthington	Ernest	BOE Facilities	Custodian IV
Yuckienuz	Jeanne	Beardsley Zoo Carousel	Senior Zookeeper
Zawacki	Raymond	Roosevelt School	Custodian IV

## EXHIBIT J – NEW BCSA MEMBERS AFTER JANUARY 30, 2009

Last	First	Dept	Title	Job Date	Hire date
BARREIRA	JOAQUIM	SANITATION AND RECYCLING	SANITATION SUPERVISOR	06/04/2012	05/08/2006
BONNEY	RICHARD	AIRPORT	PUBLIC WORKS FOREMAN I	06/06/2012	01/19/2010
BRACCIA HUFNAGEL	KRISTEN	NUTRITION CENTER	SCHOOL LUNCH CONSULTANT	07/01/2010	07/01/2010
BRELSFORD	DEBORAH	CIVIL SERVICE COMMISSION	ADMINISTRATIVE ASSISTANT	09/18/2009	9/18/2009
COLEMAN	WILLIAM	OPED ADMINISTRATION	DIRECTOR OFFICE OF NEIGHBORHOO	02/17/2009	11/08/2004
CONCEPCION	MARIEL	EMERGENCY OPERATIONS CENTER	PUBLIC SAFETY COMMUNICATIONS S	12/17/2012	12/24/1996
COWETTE	TAMMY	EMERGENCY OPERATIONS CENTER	PUBLIC SAFETY COMMUNICATIONS S	06/25/2012	06/25/2012
DEIDA	DEBRA	EMERGENCY OPERATIONS CENTER	PUB SAFETY COMMUNICATIONS TRAI	06/15/2009	09/27/1994
DONOFRIO	ANTHONY	EMERGENCY OPERATIONS CENTER	PUBLIC SAFETY COMMUNICATIONS S	01/19/2010	01/19/2010
DUBOIS	ALBERT	BUILDING DEPARTMENT	ELECTRICAL INSPECTOR (40 HRS)	06/18/2012	06/18/2012
DUHART	GREGORY	EMERGENCY OPERATIONS CENTER	PUBLIC SAFETY COMMUNICATIONS S	01/19/2010	01/19/2010
DUNN	DAVID	CIVIL SERVICE COMMISSION	PERSONNEL DIRECTOR	08/28/2009	10/05/1998
FERNANDES	EMILIO	ROADWAY MANAGEMENT	PUBLIC WORKS TRAFFIC FOREMAN	12/24/2012	08/29/2005
GASPER	NANCY	FIRE DEPARTMENT	EXECUTIVE SECRETARY	07/30/2012	07/30/2012
GONZALEZ	RUBEN	SANITATION AND RECYCLING	PUBLIC WORKS FOREMAN II	12/28/2009	11/23/1998
GORHAM-WIGGINS	ALICE	LIBRARY	CUSTODIAN IV	12/31/2012	10/25/2001
JACKSON	MARCUS	EMERGENCY OPERATIONS CENTER	PROJECT MANAGER PUB SAFETY	10/22/2009	01/25/1999
JONES	VERONICA	TAX COLLECTOR	TAX COLLECTOR	05/10/2012	06/27/1994
LOGAN	LETHA	POLICE DEPARTMENT	EXECUTIVE SECRETARY	03/23/2009	09/07/2004

LOPEZ	REBECA	EMERGENCY OPERATIONS CENTER	PUB SAFETY COMMUNICATIONS BUDG	03/08/2010	03/08/2010
MARQUEZ	AIDXA	TOWN CLERK	ASSISTANT TOWN CLERK II	04/02/2012	05/23/1988
MCBENNETT MAPPA	LAUREN	WATER POLL CONTROL AUTH	CIVIL ENGINEER I	04/04/2011	04/04/2011
MERIANO	NICHOLAS	EMERGENCY OPERATIONS CENTER	PUBLIC SAFETY COMMUNICATIONS S	01/19/2010	01/19/2010
NADRIZNY	CRAIG	ROADWAY MANAGEMENT	PUBLIC WORKS FOREMAN II	05/14/2012	11/23/1998
NEGRON	JOSE	PARKS MAINTENANCE SERVICES	PUBLIC WORKS FOREMAN II	08/27/2012	04/03/1995
ORTIZ	JESUS	EMERGENCY OPERATIONS CENTER	PUBLIC SAFETY COMMUNICATIONS S	07/06/2009	07/06/2009
PETROCELLI	ELIZABETH	SCHOOL NURSING	SCHOOL HEALTH NURSE SUPERVISOR	02/15/2011	09/14/1998
RIVERA	FRANCISCO	EMERGENCY OPERATIONS CENTER	PUBLIC SAFETY COMMUNICATIONS S	12/17/2012	08/16/2010
SALAS	VICTOR	BOE FACILITIES	CUSTODIAN IV	03/02/2009	05/12/2003
SANTOS	SARA	LIBRARY	ADMINISTRATIVE ASSISTANT	12/31/2012	10/28/1987
SANZO	JOSEPH	ROADWAY MANAGEMENT	PUBLIC WORKS FOREMAN II	06/04/2012	08/14/1995
WESTERVELT	ROBERT	EMERGENCY OPERATIONS CENTER	PUBLIC SAFETY COMMUNICATIONS S	02/22/2010	02/22/2010

**EXHIBIT K – EMPLOYEE WITH LONG TERM / SHORT TERM INSURANCE**

<b>Last Name</b>	<b>First Name</b>	<b>Title</b>	<b>Department</b>
Anaeto	Mark	Policy Analyst	Office of Policy & Management
Catino	Paul	Policy Analyst	Public Facilities
Caviness	Deborah	Senior Project Manager	Minority Business Resource Office
Cote	David	City Engineer	Engineering Office
Cottell	John	Utilities Manager	Public Facilities
Dunn	David	Personnel Director	Civil Service
Finch	Janet	Human Resources Manager	Health Benefits Administration
Grabarz	Theodore	Deputy Director	Public Facilities
Heller	Adam	Director	Information Technology Services
Kadi	Issam	Assistant Greens Keeper	Fairchild Wheeler Golf Course
Keogh	Peter	Assist Special Project Manager	Water Pollution Control Authority
Lattin	Thomas	Special Project Coordinator	Public Facilities
Molina	Iris	Director	Social Services
Papa	Tammy	Director	Light House Program
Royer	Beth	Project Manager	Office of Policy & Management
Syed	Aijaz	Project Manager OPED	Information Technology Services
Weiner	Richard	Benefits Manager	Health Benefits Administration

## **EXHIBIT L – CLERICAL ERROR AGREEMENT**

The Bridgeport City Supervisors Association and the City of Bridgeport are entering into a collective bargaining agreement. During the time frames covered by this agreement the parties agree to fully cooperate and adjust the collective bargaining agreement for any clerical errors contained within the agreement. It is the intention of the parties that if any clerical errors do occur, that the City and BCSA will work to rectify these errors. If the parties are unable to come to an agreement regarding any clerical error revisions, the parties agree to enter binding arbitration in accordance with the procedure established in Article 13 of the Collective Bargaining Agreement.

## TEMPORARY AGREEMENT

April 5, 2018

This agreement is between the City of Bridgeport (hereinafter the "City"), the Bridgeport City Supervisors Association (hereinafter the "Union")

**Whereas**, Public Safety Communications supervisors working at the Emergency Communications Center (ECC) are members of the Union, and

**Whereas**, the Public Safety Communications supervisors filed a grievance regarding pay on November 24, 2014, and a subsequent prohibited practice complaint (MPP-32264) with the Connecticut State Board of Labor Relations on or about June 16, 2016 which was settled by mutual agreement on April 19, 2017, resolving all issues and the MPP complaint was withdrawn by the union, and

**Whereas**, the Union has represented that the negotiated settlement agreement is not working out as anticipated and is creating a work scheduling hardship for supervisors at the ECC.

Therefore, the parties above hereby enter into this temporary agreement and understand and agree to the following:

1. Shift Bids will be handled as described below.

### **Work Schedule<sup>1</sup> Bidding**

Work schedule bidding will be conducted in a manner acceptable to the management of the ECC but shift bids will be awarded on a strict seniority basis. That is, the supervisor with the greatest seniority in that position will have the first choice of shifts. The next most senior supervisor will pick second, and so on until all available shifts have been filled.

2. Shift Swaps will be handled as described below.

### **Shift Swaps**

Each employee shall be granted shift swap leave with pay for any day or days on which the employee is able to secure another employee to work (substitution) in the employee's place, provided.

A. Such substitution does not impose any additional costs to the City, i.e., swaps must occur within the same pay period.

B. The number of shift swap leaves will be unlimited.

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<sup>1</sup> Work schedule is a combination of shift worked and scheduled days off.


- C. Such substitution is within the Emergency Communication Center supervisor classification.
- D. The shift swap leave request is presented in writing to the Emergency Communications Center Director on the appropriate form not less than two (2) days prior to the requested date.
- E. Neither the Emergency Communications Center nor the City is held responsible for enforcing any agreements made between the employees.
3. This agreement is temporary. Unless replaced by a subsequent negotiated agreement, this agreement shall expire at 11:59 PM on Friday, August 10, 2018 at which time the original settlement agreement of April 19, 2017 shall govern the work practices referenced herein.
4. This agreement shall not constitute a practice or precedent under the collective bargaining agreement between the City and the Union. The Union will not cite or otherwise utilize this agreement or any of its substantive terms, in any grievance, arbitration (either grievance or binding interest) or any proceeding except for such proceeding to enforce the terms and conditions of this agreement.

**FOR THE CITY**

  
Janene Hawkins  
Labor Relations Director

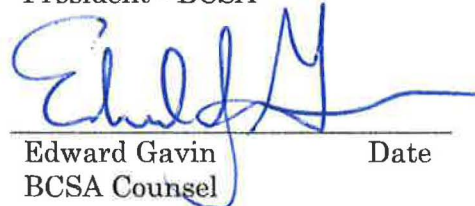
Date

**FOR THE UNION**

  
Anthony Cavalli  
President - BCSA

Date

4/17/18

  
Edward Gavin  
BCSA Counsel

Date

4/17/18

MEMORANDUM OF AGREEMENT  
between  
City of Bridgeport  
and  
Bridgeport City Supervisors Association

Exhibit N

The undersigned Parties hereby agree as follows:

1. Plan Changes

Effective January 1, 2019, in lieu of the existing health plan offered to employees and retirees (hereinafter "plan participants") administered by CIGNA and Express Scripts, Inc., the Parties agree to switch plan participants to the State of Connecticut Partnership 2.0 Plan (Plan). If at any time the City determines that the cost and/or any of the Plan's components are no longer competitive, the City may terminate the Partnership 2.0 Plan and revert back to the plan design as it existed in the CBA on December 31, 2018. Further, plan participants are subject to Plan changes as the Plan may be amended from time to time.

2. Employee Contribution

- a. Employees shall contribute towards the cost of the Partnership 2.0 Plan in accordance with currently negotiated terms and conditions of the collective bargaining agreement as they pertain to employee/retiree healthcare premium cost share contributions.
- b. A component of the Partnership 2.0 Plan is the Health Enhancement Program (HEP) pursuant to which participants must comply with certain health screenings requirements and procedures, the failure to comply with which results in financial penalties including additional monthly costs. In addition to the cost-sharing referenced in (a) above, employees who are non-compliant or whose dependents are non-compliant with HEP, shall also be responsible for paying the penalties, which will be added to their PCS contribution.

3. Providers

The City of Bridgeport, in conjunction with United Healthcare, will work with Union to bring any providers currently used by members who are not part of the United Healthcare Network, into the Plan.

City of Bridgeport

Philip J. White

Bridgeport City Supervisors Association

Anthony Cavalli

**AGREEMENT REGARDING OVERTIME**  
**IN BUILDING DEPARTMENT**

March 8, 2017

**Exhibit O**

This agreement is between the City of Bridgeport (hereinafter the "City"), the Bridgeport City Supervisors Association (hereinafter the "Union")

**Whereas**, the City of Bridgeport is desirous of clearing a backlog of uncompleted inspections in the Building Department and providing timely service to clients, and

**Whereas**, the Bridgeport City Supervisors Association is supportive of this effort;

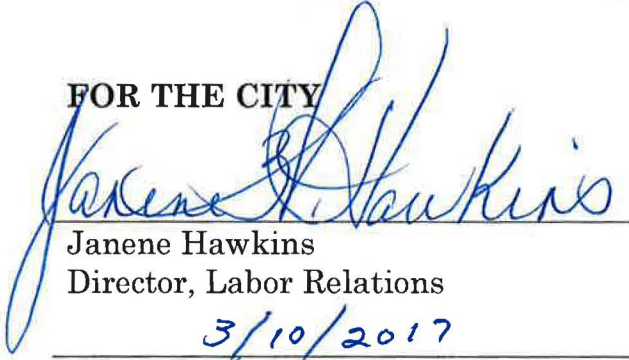
**Therefore**, the parties above hereby understand and agree to the following mutually beneficial conditions:

1. Weekend and daily overtime for professional staff in the building department will be approved for projects where the contractor has requested and prepaid for inspection work to be performed during hours outside of the Building Department's normally scheduled work hours.
2. "Professional staff" as described above is limited to Mechanical Inspectors, Electrical Inspectors, Assistant Building Inspectors, Building Official, Deputy Building Official and Plan Reviewers. This list is intended for this agreement only, and does not modify or expand the list of overtime eligible BCSA members listed in Exhibit D of the collective bargaining agreement.
3. For purposes of this agreement overtime hours are those worked beyond forty (40) hours in one workweek.
4. Article 11.3 of the collective bargaining agreement regarding the distribution of overtime shall not apply to overtime assigned pursuant to this agreement. Disputes regarding the apportionment or distribution of overtime shall not be arbitrable.
5. Overtime can only be worked if it is properly assigned and consistent with the provisions of §11.8 of the collective bargaining agreement.
6. Weekend overtime assignments shall be paid a minimum of four (4) hours at the applicable overtime rate. This minimum four (4) hour provision shall not apply to hours worked are that are contiguous to one end or the other of a normal working day. Employees earning overtime under this

agreement shall not be entitled to any night bonuses for this overtime described in the collective bargaining agreement.

7. This agreement can be terminated at any time and for any reason by the City with 10 days written notice to the Union.
8. This agreement shall not constitute a practice or precedent under the collective bargaining agreement between the City and the Union. The Union will not cite or otherwise utilize this agreement or any of its substantive terms, in any grievance, arbitration (either grievance or binding interest) or any proceeding except for such proceeding to enforce the terms and conditions of this agreement.


**FOR THE CITY**

  
Janene Hawkins  
Director, Labor Relations

Date

3/10/2017

**FOR THE UNION**

  
Anthony Cavalli  
President - BCSCA

Date

3/8/2017

# Exhibit P

## Agreement Regarding Premium Cost Share (PCS) Contributions for New Members

This agreement is between the City of Bridgeport (hereinafter the "City"), the Bridgeport City Supervisor's Association (hereinafter the "Union").

The parties above hereby agree to the following:

1. The intent of this agreement is to clarify the percent (%) amount of premium cost share (PCS) to be paid by new members of the union and to illuminate the distinction between new members of the union hired by the City on or before January 30, 2009 and those hired after January 30, 2009.
2. Members of the Union, or new members to the Union by virtue of an intra-City transfer, who were hired on or before January 30, 2009 and who were regular full time employees on said date shall have their PCS contribution capped at twenty five percent (25%) for their health care insurance. This 25% PCS cap shall remain in effect for said members throughout their period of employment with the City, and throughout retirement for those employees who fully satisfy the eligibility requirements for health benefits coverage as defined in the 2008-2013 Collective Bargaining Agreement and elect City health benefits coverage at the time of their retirement.
3. New members to the Union, who were hired after January 30, 2009 shall pay a PCS contribution for their health care insurance according to the following schedule:

January 30, 2009	25%
July 1, 2010	26%
July 1, 2011	27%
PCS shall increase by 1% per year on July 1 <sup>st</sup> of each year, until a cap of 50% is reached.	

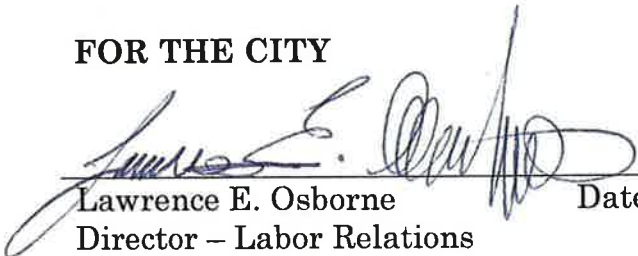
Said premium contribution shall be the above named amount regardless of the coverage category of employee only, employee plus one, or employee plus family.

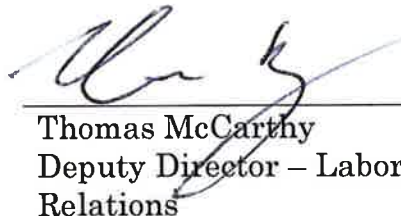
4. Employees covered under item 2 of this agreement who separate from City employment for more than 180 calendar days for any reason other than those mentioned in the following sentence, shall, if re-hired by the City, be treated as new employees according to the terms and conditions of item 3 above.

Exceptions to this provision are:

- a) Employees recalled from layoff from an unexpired recall list.
  - b) Employees returning from any type of City approved leave of absence, and within the time frames specified in the leave: e.g., military leave, medical leave, personal leave of absence, etc.
5. This agreement covers PCS contributions for health care insurance (medical and prescription coverage) as generally provided by the City in 2009. This agreement shall not apply to new or substantially altered benefits plans not currently offered by the City, which may be instituted by the City or offered to its employees in the future.
6. This agreement shall not constitute a practice or precedent under the collective bargaining agreement between the City and the Union. The Union will not cite or otherwise utilize this agreement or any of the substantive terms, in any grievance, arbitration (either grievance or binding interest) or any proceeding except for such proceeding to enforce the terms and conditions of this agreement.

**FOR THE CITY**

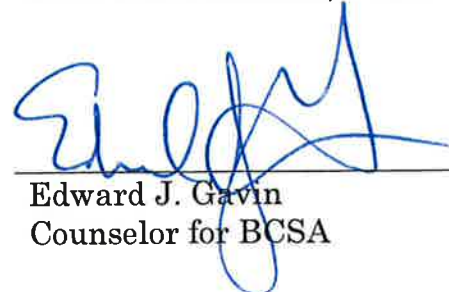
  
\_\_\_\_\_  
Lawrence E. Osborne      Date  
Director – Labor Relations

  
\_\_\_\_\_  
Thomas McCarthy      5/15/14  
Deputy Director – Labor      Date  
Relations

**FOR THE UNION**

  
\_\_\_\_\_  
Elizabeth Petrocelli      5-15-14  
President, BCSA      Date

  
\_\_\_\_\_  
Anthony Cavalli      5/15/14  
First Vice President, BCSA      Date

  
\_\_\_\_\_  
Edward J. Gavin      Date  
Counselor for BCSA