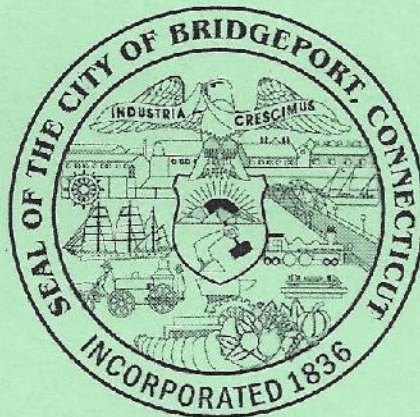


AGREEMENT

between

THE CITY OF BRIDGEPORT



and

BRIDGEPORT CITY SUPERVISOR'S ASSOCIATION

July 1, 2003 to June 30, 2004

and

July 1, 2004 to June 30, 2008

Finalized and Printed May 21, 2012

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AGREEMENT REGARDING 7/1/2003 – 6/30/2004 CONTRACT

City of Bridgeport
TA for Settlement
of
Bridgeport City Supervisors' Association

1. Article 12 – Wages

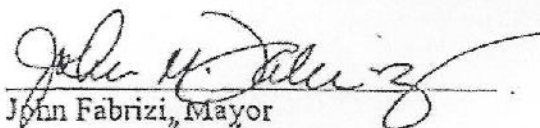
Effective July 1, 2003 – 2% increase

2. One year contract July 1, 2003 to June 30, 2004

3. All other provisions of the Contract shall remain unchanged and in effect.

This TA is subject to City Council approval.

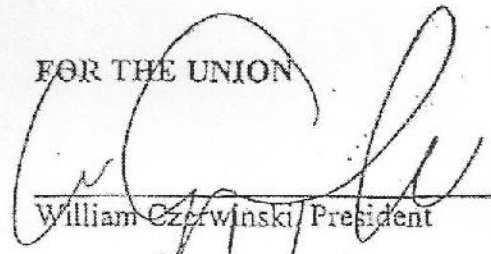
FOR THE CITY OF BRIDGEPORT


John Fabrizi, Mayor

Date

12/4/03

FOR THE UNION


William Czerwinski, President

Date

12/5/03

Agreement between the City of Bridgeport, Connecticut and the Bridgeport City Supervisors Association, Inc.

7/1/2004 – 6/30/2008 CONTRACT

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 8.4 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, such classification shall be included as a part of the bargaining unit without having to report 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. MANGEMENT AND THE WORK PLACE

ARTICLE 9 - MANAGEMENT RIGHTS

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 statue, 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.

ARTICLE 10 – SUB-CONTRACT

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 effected 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 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.

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, 2004, the annual salary of employees covered by this agreement shall be increased by two one-half percent (2.5%).

18.1B Effective September 1, 2005, the annual salary of the employees covered by this agreement shall be increased by two and one-half percent (2.5%)

18.1C Effective July 1, 2006, the annual salary covered by this agreement shall be increased by three percent (3%).

18.1D Effective July 1, 2007, the annual salary of each employee covered by this agreement shall be increased by three percent (3%)

18.1E All employees on the payroll as of November 6, 2006 shall receive a one time signing bonus of \$275.00, which shall not be rolled into the base salary.

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.

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 Effective July 1, 1992, 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.

Since the time frame for this eligibility will not occur during the duration of this agreement the parties specifically agree that this change is intended as a permanent change to be maintained in successor agreements.

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, 1999, 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 BCSEA 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 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), a copy of which is annexed to the originals of this Contract and is on file with the City and the Union (the "Medical Plan" as Exhibit G).

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 CIGNA Vision Plan, or its equivalent, as outlined and attached hereto as Exhibit H.

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 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 For employees, and their surviving spouses, if any, who retire on or after July 1, 1999 and prior to June 30, 2003, the City will provide and pay for benefits under the Medical Plan or Medicare Part B and 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. Coverage for surviving spouses shall terminate upon remarriage. For purposes of this Article, "retirees" shall mean employees who: (A) have completed fifteen (15) years of continuous municipal service and are age fifty-five (55) or who 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 MERF Fund B. 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 31st, of the calendar year of such person's sixty-fifth (65) birthday.

25.5

A) For employees who retire on or after June 30, 2003 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 if appropriate due to age, Medicare Part B and the Medicare Supplement Plan to the extent needed. Retired employee contributions shall be equal to the dollar amount of such contributions at retirement.

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

25.7 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 that waive such coverage, in the amount of five hundred (\$500) dollars per year.

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 January 1, 2006, each active employee, and each employee who has retire on or after the first day of this Agreement and on or prior to the last day of this Agreement, shall contribute, ten percent (10%) of the Premium Cost as defined in this Section for the Medical Plan and the Prescription Drug Plan. Effective July 1, 2006 the contribution shall increase to eleven percent (11%) of Premium Cost and effective July 1, 2007 the contribution shall increase twelve percent (12%) 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 Comprehensive Omnibus Budget Reduction Act ("COBRA").

25.12

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.

25.13 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 Except as provided for in Section 26.2, all eligible employees in the bargaining unit shall be covered by the Connecticut Municipal Employees Retirement Fund B hereinafter referred to as CMERF Fund B.

26.2 Employees of the bargaining unit presently in CMERF Fund A are to be transferred into CMERF Fund B. All Board of Education employees of the bargaining unit presently covered by the Board of Education Janitors, Janitresses and Engineers Retirement Plan who retire on or after July 1, 1975, shall be entitled to retirement benefits equivalent to that for which provisions is made in the Connecticut Municipal Employees Retirement Fund B in effect on the date of retirement which are appropriate to the employee's age, length of service with the City eligibility and other requirements of said CMERF Fund B.

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 Any City Supervisor who received a uniform or a uniform allowance prior to July 1, 1985 shall continue to receive such uniform allowance for the duration of this agreement.

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

28.4 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) Effective vacation year 1986, 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. 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.

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, personal days which are unused, will be credited to the employee's sick leave account.

ARTICLE 33 – BEREAVEMENT LEAVE

33.1 Bereavement Leave. 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 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, 2004 and shall remain in full force and effect until the thirtieth (30th) day of June, 2008. 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 employees 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.

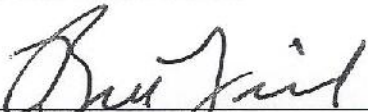
If such training is conducted during normal working hours, the employee shall receive his/her regular hourly rate while undergoing training.

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.

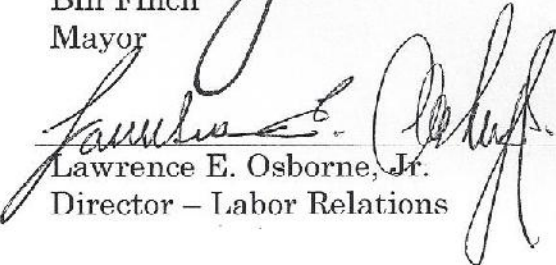
IN WITNESS WHEREOF, the parties have caused their names to be

Signed this 21 day of May, 2012.

FOR THE CITY

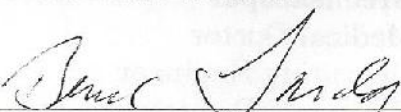


Bill Finch
Mayor

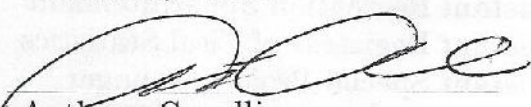


Lawrence E. Osborne, Jr.
Director - Labor Relations

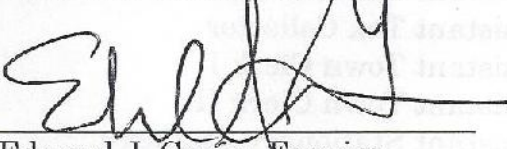
FOR THE UNION



Bernd Tardy
President, BCSA



Anthony Cavalli
First Vice-President, BCSA



Edward J. Gavin, Esquire
Counselor for BCSA

EXHIBIT A - JOB TITLES

JOB TITLES

Accountant
Accountant - Nutrition
Accountant - Federal & State Programs
Administrative Assistant
Aids Program Supervisor
Airport Manager
Animal Control Officer
Assistant Building Inspector
Assistant City Clerk
Assistant City Engineer (unaffiliated)
Assistant Comptroller-Financial Information Services
Assistant Comptroller - Payments
Assistant Director - Administrative Services
Assistant Director - Clean & Green
Assistant Director Welfare - Social Services
Assistant Director - Workfare
Assistant Greenskeeper
Assistant Medical Doctor
Assistant Operating Engineer
Assistant Personnel Director
Assistant Purchasing Agent
Assistant Recreation Superintendent
Assistant Registrar of Vital Statistics
Assistant Special Project Manager
Assistant Superintendent of Parks
Assistant Tax Assessor
Assistant Tax Collector
Assistant Town Clerk I
Assistant Town Clerk II
Assistant Stationary Engineer
Assistant Supervisor Shipping & Receiving
Benefits Manager
Branch Librarian
Bridge Superintendent
Budget/Policy Analyst
Building Official
Chemist
Chief Project Manager (40 HRS)
City Engineer

City Planning Assistant
City Planning Engineer
Civil Engineer I
Civil Engineer II
Clinic Coordinator
Clinic Physician
Computer Specialist – Nutrition
Computer System Analyst
Construction Development Manager
Construction Inspector
Custodian IV
Custodial Supervisor I
Custodial Supervisor II
Deputy Director of Housing
Deputy Director of Housing and Community Development
Deputy Housing Code Director
Deputy Housing Code Enforcement Officer
Deputy Director, Neighborhood Revitalization
Deputy Director of Public Works
Deputy Director of Public Facilities
Data Center Manager
Dentist
Deputy Building Official
Deputy Director – Community Development
Deputy Sealer Weights and Measures
Deputy Tax Assessor
Dietitian
Director of Information Technology Services
Director – Department on Aging
Director of Central Grants
Director of Community Development
Director of Construction Administration
Director of Environmental Sanitation
Director of Finance
Director of Lighthouse Program
Director – Office for Persons with Disabilities
Director, Office of Planning
Director of Personnel
Director of Public Health Laboratories
Director of Public Works Maintenance
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
 Equipment Mechanic Foreman
 Executive Secretary
 Financial Office Manager, Special Education
 Golf Courses Assistant Manager
 Golf Course Manager
 Golf Course Superintendent
 H.I.V. Counselor
 H.I.V. Education Coordinator
 Housing Code Enforcement Officer
 Immunization Coordinator
 Information Services Coordinator
 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, Municipal Garage
 Manager of Roadway and Park Services
 Manager, Support Specialist
 Manager, Treatment & Field Operations
 Manager of Programming – MICS
 Manager of Sanitation, Recycling & Transfer Station
 Mechanical Inspector
 Nutrition Plant Manager
 Office Manager
 Operating Engineer
 Operational Supervisor of Custodial Services
 Operations Coordinator
 Para Personnel Assistant

Parent Aide Supervisor
 Park Caretaker
 Park Foreman
 Payroll Manager
 Payroll/Benefits Supervisor
 Permit Inspector
 Personnel Examiner
 Personnel Specialist
 Plan Reviewer
 Planning Director
 Prevention Project Coordinator
 Printing Foreman
 Project Engineer
 Project Coordinator – Lead Poison
 Project Manager, OPM Management
 Project Manager of OPR Systems
 Project Manager, ITS
 Project Manager, OPED
 Program Coordinator
 Program Coordinator – Infant Mortality
 Program Implementor
 Program Nutritionist
 Public Health District Supervisor
 Public Health Nursing Supervisor
 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 Lunch Consultant
 School Lunch District Supervisor
 School Lunch Operations Supervisor
 School Lunch Supervisor
 School Physician
 School Security Director
 School Plant Maintenance Supervisor
 Senior Zookeeper
 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 Operations
 Supervising Dental Hygienist
 Supervisor/Coordinator of Plan Review
 Supervisor , Combined Sewer Overflow
 Supervisor Department on Aging
 Supervisor of Operations
 Supervisor of Park Security
 Supervisor of Permits
 Supervisor of Shipping & Receiving
 Supervising Sanitation
 Supervisor of District Operation
 Supervisor – School Base Health Center
 Supply/Inventory Coordinator
 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 Enforcement Officer
 Zoo Curator
 Zoo Manager

Permit Area Supervisor
 Park Caretaker
 Park Foreman
 Payroll Manager
 Payroll/Personnel Supervisor
 Permit Inspector
 Personnel Examiner
 Personnel Supervisor
 Plan Reviewer
 Planning Director
 Planning Foreman
 Project Engineer
 Project Foreman
 Project Coordinator – Land Policy
 Project Manager, OPM Management
 Project Manager of OPR Systems
 Project Manager, ITS
 Project Manager, OPRD
 Program Coordinator
 Program Coordinator – Infant Mortality
 Program Implementation
 Program Nutritionist
 Public Health District Supervisor
 Public Health Nursing Supervisor
 Public Works Foreman I
 Public Works Foreman II
 Public Works Foreman III
 Public Works Foreman Supervisor
 Purchasing Agent
 Records Manager
 Restoration Supervisor
 Sanitation Superintendent
 Sanitation Supervisor
 Sanitation Supervisor
 School Based Health Coordinator
 School Lunch Coordinator
 School Lunch Operations Supervisor
 School Lunch Supervisor
 School Physician
 School Security Director
 School Plant Maintenance Supervisor
 Senior Foreman
 Site Coordinator

EXHIBIT B - Thirty-Five Hour Per Week Employees

Name	Department	Title
Aiken, Jay	Library	Librarian I
Antonelli, Diane	Library	Librarian II
Ashc, 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
Ferrce, 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.
Hoyt, Rosemarie	Department on Aging	Director
Huczel, Steven	Library	Librarian I
Guglielmo, Angela	Library	Librarian II
Holloway, James	Public Facilities	Permit Inspector
Hoyt, Rosemarie	Depart.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 Pcrs. 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	Hcalth 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	Librar. 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
Labor Foreman
Manager of Roadway and Parks Services
Manager of Sanitation, Recycling and Transfer Station
Park Foreman
Printing Foreman
Public Works Foreman I
Public Works Foreman II
Sanitation Supervisor
Senior Zoo Keeper
Traffic Foreman
Zoo Manager

EXHIBIT E - Distribution of Overtime

The equal distribution of overtime as, stated in the contract should be distributed equally 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	

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 heads¹ 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.
2. The Contract also provides that, "Subject to the approval of the Director of Labor

¹ This limitation applies to all references to department heads

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 member)². 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.

² This limitation applies to all references in department heads who are BCSA members.

EXHIBIT G

SUMMARY OF BENEFITS

**Bridgeport City and Board of Education
BP5 - \$20/ \$75/ \$200/ 80 - 20 Copay Plan
OAP Copay – January 1, 2012**



Annual deductibles and maximums	In-network	Out-of-network
Lifetime maximum	Unlimited per individual	
Coinsurance	You pay 0% Plan pays 100%	You pay 20% Plan pays 80%
Maximum Reimbursable Charge <ul style="list-style-type: none"> • Determined based on the lesser of: <ul style="list-style-type: none"> • the health care professional's normal charge for a similar service; or • a percentage of a fee schedule developed by CIGNA that is based on a methodology similar to one used by Medicare to determine the allowable fee for the same or similar service in a geographic area. • In some cases, the Medicare based fee schedule will not be used and the maximum reimbursable charge for covered services is determined based on the lesser of: <ul style="list-style-type: none"> • the health care professional's normal charge for a similar service or supply; or • the amount charged for that service by 80% of the health care professionals in the geographic area where it is received. • Out-of-network services are subject to a calendar year deductible and maximum reimbursable charge limitations. 	N/A	200%
Calendar year deductible	Individual None Family None	Individual None Family None
Calendar year out-of-pocket maximum	Individual None Family None	Individual \$1,000 Family \$2,000
Benefits	In-network	Out-of-network
Physician services		
Office visit		
<ul style="list-style-type: none"> • Primary Care Physician 	You pay \$20 per visit	You pay 20% Plan pays 80%
<ul style="list-style-type: none"> • Specialist 	You pay \$20 per visit	You pay 20% Plan pays 80%



Annual deductibles and maximums	In-network	Out-of-network
Physician services (hospital) <ul style="list-style-type: none"> In hospital visits and consultations Inpatient Outpatient 	Inpatient services No Charge Outpatient services No Charge	You pay 20% Plan pays 80%
Surgery (in a physician's office)	You pay \$20 per visit	You pay 20% Plan pays 80%
Allergy Services	You pay \$20 per visit	You pay 20% Plan pays 80%
Preventive care		
Children (through age 2) <ul style="list-style-type: none"> Immunizations are covered at no charge. 	No charge	You pay 20% Plan pays 80%
Adults and children (age 3 and older) <ul style="list-style-type: none"> Immunizations are covered at no charge. 	No charge	You pay 20% Plan pays 80%
Mammogram, PSA, Pap Smear <ul style="list-style-type: none"> Associated wellness exam subject to the office visit copay. 	No Charge	You pay 20% Plan pays 80%
Hearing Exams to age 18	You pay \$20 per visit	You pay 20% Plan pays 80%
Routine Eye Exam Limited to one per calendar year Excludes refractions	You pay \$20 per visit	You pay 20% Plan pays 80%
Inpatient hospital facility services		
Semi-private room and board and other non-physician services <ul style="list-style-type: none"> Inpatient room and board, pharmacy, x-ray, lab, operating room, surgery, etc. 	\$200 copay per admission	\$200 deductible, then you pay 20%, Plan pays 80%
Inpatient Professional Services <ul style="list-style-type: none"> For services performed by surgeons, radiologists, pathologists and anesthesiologists 	No Charge	You pay 20% Plan pays 80%
Outpatient services		
Outpatient surgery (facility charges)	You pay \$20 per visit	You pay 20% Plan pays 80%

**Bridgeport City and Board of Education
OAP Copay**



Annual deductibles and maximums	In-network	Out-of-network
Outpatient Professional Services <ul style="list-style-type: none"> For services performed by surgeons, radiologists, pathologists and anesthesiologists 	No Charge	You pay 20% Plan pays 80%
Physical, occupational, and chiropractic therapy <ul style="list-style-type: none"> 30 days per calendar year for all therapies combined Includes physical therapy, occupational therapy, pulmonary rehabilitation and cognitive therapy Includes chiropractic therapy (Includes chiropractors) 	You pay \$20 per visit	You pay 20% Plan pays 80%
Speech Therapy <ul style="list-style-type: none"> 60 days per calendar year 	You pay \$20 per visit	You pay 20% Plan pays 80%
Cardiac Rehabilitation <ul style="list-style-type: none"> Unlimited days per calendar year 	You pay \$20 per visit	You pay 20% Plan pays 80%
Lab and X-ray		
Lab and X-ray <ul style="list-style-type: none"> Physician's office Outpatient hospital facility Emergency room Independent x-ray and/or lab facility Independent x-ray and/or lab facility as part of an ER visit 	No Charge	You pay 20% Plan pays 80%
Advanced radiological imaging <ul style="list-style-type: none"> MRI, MRA, CT Scan, PET Scan, etc. Inpatient hospital facility, outpatient hospital facility, emergency room, urgent care facility or physician's office 	No Charge	You pay 20% Plan pays 80%
Emergency and urgent care services		
Hospital emergency room <ul style="list-style-type: none"> Includes radiology, pathology and physician charges Emergency copay waived if admitted 	You pay a \$75 copay then no charge	You pay a \$75 copay then no charge
Ambulance	No Charge	
Urgent care services <ul style="list-style-type: none"> Urgent care copay waived if admitted 	\$20 copay per visit	\$20 copay per visit
Other health care facilities		
Skilled nursing facility, rehabilitation hospital and other facilities <ul style="list-style-type: none"> Combined 60 days per calendar year 	No Charge	You pay 20% Plan pays 80%
Home health care <ul style="list-style-type: none"> Unlimited days per calendar year 	No Charge	You pay 20% Plan pays 80%



Annual deductibles and maximums	In-network	Out-of-network
Hospice		
Inpatient services	No Charge	You pay 20% Plan pays 80%
Outpatient services	No Charge	You pay 20% Plan pays 80%
Other health care services		
Durable medical equipment		
• Unlimited calendar year maximum	No Charge	You pay 20% Plan pays 80%
External prosthetic appliances (EPA)		
• Unlimited calendar year maximum • Includes foot orthotics • Includes Wigs	No Charge	You pay 20% Plan pays 80%
Hearing Aid for children to age 12		
• \$1,000 calendar year maximum	No Charge	You pay 20% Plan pays 80%
Acupuncture	You pay \$20 per visit	Not covered
Naturopathy Services	You pay \$20 per visit	You pay \$20 deductible per visit, then plan pays 100%
TMJ, surgical and non-surgical		
• Office visits • Inpatient hospital facility • Outpatient facility • Physician services	Cost and reimbursement vary based on the facility in which it is performed	Cost and reimbursement vary based on the facility in which it is performed
Oral Surgery		
• Limited to removal of bony impacted teeth including wisdom teeth • Physician's Office • Inpatient Facility • Outpatient Surgical Facility • Physician's Services	Cost and reimbursement vary based on the facility in which it is performed	You pay 20% Plan pays 80%
Infertility		
• Office visit for testing, treatment and artificial insemination • Inpatient hospital facility • Outpatient hospital facility • Physician services • Surgical treatment limited to procedures to correct infertility • Excludes IVF, GIFT and ZIFT	Cost and reimbursement vary based on the facility in which it is performed	Cost and reimbursement vary based on the facility in which it is performed

Bridgeport City and Board of Education
OAP Copay



Annual deductibles and maximums	In-network	Out-of-network
Family planning <ul style="list-style-type: none"> • Office visits • Inpatient hospital facility • Outpatient facility • Physician services • Surgical services such as tubal ligation or vasectomy are covered (excluding reversals). • Includes contraceptive devices 	Cost and reimbursement vary based on the facility in which it is performed	Cost and reimbursement vary based on the facility in which it is performed
Oxygen	No Charge	No Charge
Mental health and substance abuse services		
Please note the following regarding Mental Health (MH) and Substance Abuse (SA) benefit administration: <ul style="list-style-type: none"> • Substance Abuse includes Alcohol and Drug Abuse services. • Transition of Care benefits are provided for a 90-day time period. 		
Inpatient mental health services <ul style="list-style-type: none"> • Unlimited days per calendar year • Out of network mental health services are paid at 100% after you reach your out-of-pocket maximum. 	\$200 copay per admission	\$200 deductible, then you pay 20%, Plan pays 80%
Outpatient mental health physician's office services <ul style="list-style-type: none"> • Unlimited days per calendar year • Out of network mental health and substance abuse services are paid at 100% after you reach your out-of-pocket maximum. 	You pay \$20 per visit	You pay 20% Plan pays 80%
Outpatient mental health outpatient facility services <ul style="list-style-type: none"> • Unlimited days per calendar year • Out of network mental health and substance abuse services are paid at 100% after you reach your out-of-pocket maximum. • This includes group therapy mental health and intensive outpatient mental health 	You pay \$20 per visit	You pay 20% Plan pays 80%
Inpatient substance abuse services <ul style="list-style-type: none"> • Unlimited days per calendar year • Out of network substance abuse services are paid at 100% after you reach your out-of-pocket maximum. 	\$200 copay per admission	\$200 deductible, then you pay 20%, Plan pays 80%
Outpatient substance abuse - physician's office services <ul style="list-style-type: none"> • Unlimited days per calendar year • Out of network mental health and substance abuse services are paid at 100% after you reach your out-of-pocket maximum. 	You pay \$20 per visit	You pay 20% Plan pays 80%

**Bridgeport City and Board of Education
OAP Copay**



Annual deductibles and maximums	In-network	Out-of-network
<p>Outpatient substance abuse outpatient facility services</p> <ul style="list-style-type: none"> • Unlimited days per calendar year • Out of network mental health and substance abuse services are paid at 100% after you reach your out-of-pocket maximum. • This includes intensive outpatient substance abuse 	<p>You pay \$20 per visit</p>	<p>You pay 20% Plan pays 80%</p>
<p>Prescription drugs</p>		
<p>Pharmacy coverage</p>	<p>Pharmacy benefits not provided by CIGNA</p>	



Definitions

- Deductible** – The amount you need to pay before your plan starts paying benefits.
- Coinsurance** – After you've reached your deductible, you and your plan share some of your medical costs. The portion of covered expenses you are responsible for is called coinsurance.
- Copay** – A flat fee you pay for certain covered services such as doctor's visits or prescriptions.
- Out-of-pocket** – The amount you need to pay each year before your plan starts paying benefits (may or may not include your deductible).
- Place of service** – Your plan pays based on where you receive services. For example, for hospital stays, your coverage is paid at the inpatient level.

Exclusions

What's Not Covered (*not all-inclusive*):

Your plan provides coverage for most medically necessary services. Examples of things your plan does not cover, unless required by law, include (but aren't limited to):

- Services provided through government programs
- Services that aren't medically necessary
- Experimental, investigational or unproven services
- Services for an injury or illness that occurs while working for pay or profit including services covered by worker's compensation benefits
- Cosmetic services
- Dental care, unless due to accidental injury to sound natural teeth
- Reversal of sterilization procedures
- Genetic screenings
- Non-prescription and anti-obesity drugs
- Custodial and other non-skilled services
- Weight loss programs
- Hearing aids unless otherwise noted in the schedule of benefits.
- Treatment of sexual dysfunction
- Travel immunizations
- Telephone, email and internet consultations in the absence of a specific benefit
- Eyeglass lenses and frames, contact lenses and surgical vision correction

These are only the highlights

This summary outlines the highlights of your plan. For a complete list of both covered and not-covered services, including benefits required by your state, see your employer's insurance certificate or summary plan description -- the official plan documents. If there are any differences between this summary and the plan documents, the information in the plan documents takes precedence.

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Additional Information

Additional benefit information	In-network	Out-of-network
<p>Pre-admission certification – continued stay review (PHS)</p> <ul style="list-style-type: none"> Benefits are denied for any admission reviewed by CIGNA Healthcare and not certified. Benefits are denied for any additional days not certified by CIGNA Healthcare. 	Coordinated by provider/PCP	Employee is responsible for contacting CIGNA Healthcare. A \$100 penalty is applied to hospital inpatient charges for failure to contact CIGNA Healthcare to pre-certify admission
Case management	Coordinated by CIGNA HealthCare. This is a service designated to provide assistance to a patient who is at risk of developing medical complexities or for whom a health incident has precipitated a need for rehabilitation or additional health care support. The program strives to attain a balance between quality and cost effective care while maximizing the patient's quality of life.	
MH/SA Service Specific Administration	<p>Partial Hospitalization, Residential Treatment and Intensive Outpatient Programs:</p> <ul style="list-style-type: none"> <i>Partial Hospitalization:</i> The coinsurance level for partial hospitalization services is the same as the coinsurance level for inpatient MH/SA services. <i>Standard for Residential Treatment:</i> Subject to the plan's inpatient MH/SA benefit. Coverage only if approved through CIGNA Behavioral Health Case Management. <i>Intensive Outpatient Program (IOP):</i> Benefit is the same as outpatient visits. Coverage only if approved through CIGNA Behavioral Health Case Management. 	
Annual reinstatement	Not included	
<p>Multiple surgical reduction</p> <ul style="list-style-type: none"> Multiple surgeries performed during one operating session result in payment reduction of 50% to the surgery of lesser charge. The most expensive procedure is paid as any other surgery. 	Included	Included
Bereavement counseling - inpatient services	Paid the same as inpatient hospice facility	Paid the same as inpatient hospice facility
Bereavement counseling – outpatient services	Paid the same as outpatient hospice facility	Paid the same as outpatient hospice facility
<p>Maternity care services</p> <ul style="list-style-type: none"> Federal maternity - employee, all dependants 	Cost and reimbursement vary based on the facility in which it is performed	Cost and reimbursement vary based on the facility in which it is performed
<p>Abortion</p> <ul style="list-style-type: none"> Provides elective and non-elective coverage 	Cost and reimbursement vary based on the facility in which it is performed	Cost and reimbursement vary based on the facility in which it is performed
<p>Organ transplant</p> <ul style="list-style-type: none"> Travel maximum \$10,000 per transplant (only available in-network) 	Cost and reimbursement vary based on the facility in which it is performed	Cost and reimbursement vary based on the facility in which it is performed with no transplant maximums

Additional benefit information	In-network	Out-of-network
Dental care <ul style="list-style-type: none"> Limited to charges made for a continuous course of dental treatment started within six months of an injury to sound natural teeth 	Cost and reimbursement vary based on the facility in which it is performed	Cost and reimbursement vary based on the facility in which it is performed
Routine foot disorders	Not covered	Not covered
Included Health and Wellness Programs		
Well Aware program for better health <ul style="list-style-type: none"> Diabetes included Cardiac included Asthma included Low back pain included COPD – Chronic Obstructive Pulmonary Disease included Weight complications excluded Depression excluded Targeted conditions excluded 		
Health Advisor <ul style="list-style-type: none"> Health Advisor excluded Health Advisor Personal Health Team (PHT) excluded Health Advisor Core/CIGNA Choice Fund Health Advisor excluded Behavioral Coaching excluded CIGNA Well Informed excluded 		
IPHT (Integrated Personal Health Team) <ul style="list-style-type: none"> A co-located team of health advocates providing total health management for the entire population through one phone number – from healthy to acute. Telephone coaching, online self-service tools, and print materials support this fully integrated approach to improving and maintaining health. 		Not Included
Chronic Condition Support (CCS) <ul style="list-style-type: none"> Holistic health support for those with a chronic health condition. 		Not Included
eVisits		Not Included

Exclusions

What's Not Covered (*not all-inclusive*):

Your plan provides coverage for most medically necessary services. Examples of things your plan does not cover, unless required by law, include (but aren't limited to):

- Care for health conditions that are required by state or local law to be treated in a public facility.
- Care required by state or federal law to be supplied by a public school system or school district.
- Care for military service disabilities treatable through governmental services if you are legally entitled to such treatment and facilities are reasonably available.
- Treatment of an illness or injury which is due to war, declared or undeclared.
- Charges for which you are not obligated to pay or for which you are not billed or would not have been billed except that you were

Revised July, 2011

Exclusions

covered under this Agreement.

- Assistance in the activities of daily living, including but not limited to eating, bathing, dressing or other Custodial Services or self-care activities, homemaker services and services primarily for rest, domiciliary or convalescent care.
- Any services and supplies for or in connection with experimental, investigational or unproven services. Experimental, investigational and unproven services are medical, surgical, diagnostic, psychiatric, substance abuse or other health care technologies, supplies, treatments, procedures, drug therapies or devices that are determined by the Healthplan Medical Director to be: Not demonstrated, through existing peer-reviewed, evidence-based scientific literature to be safe and effective for treating or diagnosing the condition or illness for which its use is proposed; or Not approved by the U.S. Food and Drug Administration (FDA) or other appropriate regulatory agency to be lawfully marketed for the proposed use; or The subject of review or approval by an Institutional Review Board for the proposed use, except as provided in the "Clinical Trials" section of "Covered Services and Supplies;" or The subject of an ongoing phase I, II or III clinical trial, except as provided in the "Clinical Trials" section of "Covered Services and Supplies."
- Cosmetic Surgery and Therapies. Cosmetic surgery or therapy is defined as surgery or therapy performed to improve or alter appearance or self-esteem or to treat psychological symptomatology or psychosocial complaints related to one's appearance.
- The following services are excluded from coverage regardless of clinical indications: Dance therapy, movement therapy; Applied kinesiology; Rolfing; Prolotherapy; and Extracorporeal shock wave lithotripsy (ESWL) for musculoskeletal and orthopedic conditions.
- Dental treatment of the teeth, gums or structures directly supporting the teeth, including dental x-rays, examinations, repairs, orthodontics, periodontics, casts, splints and services for dental malocclusion, for any condition. However, charges made for services or supplies provided for or in connection with an accidental injury to sound natural teeth are covered provided a continuous course of dental treatment is started within 6 months of the accident. Sound natural teeth are defined as natural teeth that are free of active clinical decay, have at least 50% bony support and are functional in the arch.
- Unless otherwise covered as a basic benefit, reports, evaluations, physical examinations, or hospitalization not required for health reasons, including but not limited to employment, insurance or government licenses, and court ordered, forensic, or custodial evaluations.
- Court ordered treatment or hospitalization, unless such treatment is being sought by a Participating Physician or otherwise covered under "Covered Services and Supplies."
- Reversal of male and female voluntary sterilization procedures.
- Transsexual surgery, including medical or psychological counseling and hormonal therapy in preparation for, or subsequent to, any such surgery.
- Any services, supplies, medications or drugs for the treatment of male or female sexual dysfunction such as, but not limited to, treatment of erectile dysfunction (including penile implants), anorgasmia, and premature ejaculation.
- Medical and hospital care and costs for the infant child of a Dependent, unless this infant child is otherwise eligible under the Agreement.
- Non-medical counseling or ancillary services, including, but not limited to Custodial Services, education, training, vocational rehabilitation, behavioral training, biofeedback, neurofeedback, hypnosis, sleep therapy, employment counseling, back school, return-to-work services, work hardening programs, driving safety, and services, training, educational therapy or other non-medical ancillary services for learning disabilities, developmental delays or mental retardation.
- Therapy or treatment intended primarily to improve or maintain general physical condition or for the purpose of enhancing job, school, athletic or recreational performance, including, but not limited to routine, long-term or maintenance care which is provided after the resolution of the acute medical problem.
- Consumable medical supplies other than ostomy supplies and urinary catheters. Excluded supplies include, but are not limited to bandages and other disposable medical supplies, skin preparations and test strips, except as specified in the "Inpatient Hospital Services," "Outpatient Facility Services," "Home Health Services" or "Breast Reconstruction and Breast Prostheses" sections of "Covered Services and Supplies."
- Private hospital rooms and/or private duty nursing except as provided in the Home Health Services section of "Covered Services and Supplies".
- Personal or comfort items such as personal care kits provided on admission to a hospital, television, telephone, newborn infant photographs, complimentary meals, birth announcements, and other articles which are not for the specific treatment of illness or injury.

Exclusions

- Artificial aids, including but not limited to corrective orthopedic shoes, arch supports, elastic stockings, garter belts, corsets and dentures.
- Aids or devices that assist with non-verbal communications, including, but not limited to communication boards, pre-recorded speech devices, laptop computers, desktop computers, Personal Digital Assistants (PDAs), Braille typewriters, visual alert systems for the deaf and memory books.
- Eyeglass lenses and frames and contact lenses (except for the first pair of contact lenses for treatment of keratoconus or postcataract surgery).
- Routine refraction, eye exercises and surgical treatment for the correction of a refractive error, including radial keratotomy.
- All non-injectable prescription drugs, injectable prescription drugs that do not require physician supervision and are typically considered self-administered drugs, non-prescription drugs, and investigational and experimental drugs, except as provided in "Covered Services and Supplies."
- Routine foot care, including the paring and removing of corns and calluses or trimming of nails. However, services associated with foot care for diabetes and peripheral vascular disease are covered when Medically Necessary.
- Membership costs or fees associated with health clubs, weight loss programs and smoking cessation programs.
- Genetic screening or pre-implantation genetic screening. General population-based genetic screening is a testing method performed in the absence of any symptoms or any significant, proven risk factors for genetically-linked inheritable disease.
- Dental implants for any condition.
- Fees associated with the collection or donation of blood or blood products, except for autologous donation in anticipation of scheduled services where in the Healthplan Medical Director's opinion the likelihood of excess blood loss is such that transfusion is an expected adjunct to surgery.
- Blood administration for the purpose of general improvement in physical condition.
- Cost of biologicals that are immunizations or medications for the purpose of travel, or to protect against occupational hazards and risks.
- Cosmetics, dietary supplements and health and beauty aids.
- All nutritional supplements and formulae are excluded, except for infant formula needed for the treatment of inborn errors of metabolism.
- Expenses incurred for medical treatment by a person age 65 or older, who is covered under this Agreement as a retiree, or his Dependents, when payment is denied by the Medicare plan because treatment was not received from a Participating Provider of the Medicare plan.
- Expenses incurred for medical treatment when payment is denied by the Primary Plan because treatment was not received from a Participating Provider of the Primary Plan.
- Services for or in connection with an injury or illness arising out of, or in the course of, any employment for wage or profit.
- Telephone, e-mail & Internet consultations and telemedicine.
- Massage Therapy

These are only the highlights

This summary outlines the highlights of your plan. For a complete list of both covered and not-covered services, including benefits required by your state, see your employer's insurance certificate or summary plan description -- the official plan documents. If there are any differences between this summary and the plan documents, the information in the plan documents takes precedence.

Exhibit H – Vision Plan

VISION CARE BENEFITS FOR CITY OF BRIDGEPORT

Welcome to VSP Vision Care. Your VSP vision benefit offers you the best in eye care and eyewear.

PERSONALIZED CARE: A VSP doctor provides personalized care that focuses on keeping you and your eyes healthy year after year. Plus, when you see a VSP doctor, you'll get the most out of your benefit, have lower out-of-pocket costs, and your satisfaction is guaranteed.

EYEWEAR: Choose the eyewear that's right for you and your budget. From classic styles to the latest designer frames, you'll find the eyewear that's right for you and your family.

CHOICE OF PROVIDERS: With open access to see any eyecare provider, you can see the one who's right for you. Choose a VSP doctor or any other provider.

USING your VSP benefit is easy.

- Find the right eyecare provider for you. To find a VSP doctor, visit vsp.com or call 800-877-7195.
- Review your benefit information. Visit vsp.com to review your plan coverage before your appointment.
- At your appointment, tell them you have VSP. There's no ID card required.

Your Coverage with a VSP Doctor

Your Coverage with a VSP Doctor	
WellVision Exam – Focuses on your eye health and overall wellness	
• \$20.00 copay	Every 12 months
Prescription Glasses	
• \$30.00 copay.....	Every 12 months
Lenses.....	Every 12 months
• Single vision, lined bifocal and lined trifocal lenses	
• Polycarbonate lenses for dependent children	

Frame.....Every 24 months

- \$105 allowance for a wide selection of frames
20% off amount over your allowance-

-OR-

Contact Lens care

No copay applies.....every 12 months

\$105.00 allowance for contacts and the contact lens exam (fitting and evaluation)
Current soft contact lens wearers may qualify for a special program that includes a contact lens exam and initial supply of lenses.

Extra Discounts and Savings

Glasses and Sunglasses

- Average 35-40% savings on all non-covered lens options
- 30% off additional glasses and sunglasses, including lens options, from the same VSP doctor on the same day as your WellVision Exam. Or get 20% off from any VSP doctor within 12 months of your last WellVision exam

Contacts

- 15% off cost of contact lens exam (fitting and evaluation)

Laser Vision Correction

- Average 15% off the regular price of 5% off the promotional price.
Discounts only available from contracted facilities.
- After surgery, use your frame allowance (if eligible) for sunglasses from any VSP doctor.

Your Coverage with Other Providers

Visit vsp.com for details, if you plan to see a provider other than a VSP doctor.

Exam.....	Up to \$40.00
Single Vision Lenses.....	Up to \$40.00
Lined Bifocal Lenses.....	Up to \$60.00
Lined Trifocal Lenses.....	Up to \$80.00
Frame	Up to \$45.00
Contacts.....	Up to \$105.00

Exhibit I – Translation Table for Previous CBA Article #'s

Previous Article # - 1999-2003 contract	New Article # - Title (2004-2008 contract)
	I. THE UNION AND UNION SECURITY
1	Article 1 – Recognition
3	Article 2 – Check-off
5	Article 3 - Top Seniority
8	Article 4 - Seniority
9	Article 5 - Lay-Off and Recall
32	Article 6 - Bargaining Unit
33	Article 7- Association Activities
34	Article 8 - Bulletin Boards
	II. MANAGEMENT AND THE WORK PLACE
2	Article 9 - Management Rights
4	Article 10- Sub-Contract
7	Article 11- Hours of Work and Overtime
10	Article 12 - Disciplinary Procedure
11	Article 13 - Grievance and Arbitration Procedure
28	Article 14 - Transfers
29	Article 15 - Shift Preference
30	Article 16 - Rest Periods
44	Article 17 – Drug Testing
	III. MONETARY PAYMENTS
12	Article 18 - Wages
14	Article 19 - Call Back Pay
15	Article 20 - Longevity
16	Article 21 - Night Bonus
38	Article 22 - Retro-Active Payments
40	Article 23 - Public Health Nursing Supervisors
41	Article 24 – Payment of Tuition
	IV. BENEFITS
19	Article 25 - Insurance

Previous Article # - 1999-2003 contract	New Article # - Title (2004-2008 contract)
20	Article 26 - Pension Plan
39	Article 27 - Employee Assistance Program (EAP)
17	Article 28 - Wearing Apparel
	V. HOLIDAYS AND LEAVES
6	Article 29 - Holidays
18	Article 30- Vacations
21	Article 31 - Sick Leave
22	Article 32 - Personal Leave
23	Article 33 - Bereavement Leave
24	Article 34 - Leaves of Absences
25	Article 35 - Pregnancy Leave
26	Article 36 - Worker's Compensation
27	Article 37 - Jury Duty
	VI. MISCELLANEOUS
13	Article 38 - Civil Service Applicability
31	Article 39 - Nondiscrimination
35	Article 40 - Copies of Contract
36	Article 41 - Savings Clause
37	Article 42 - Termination
42	Article 43 - Application to Retirees and Others Separated From City Service
43	Article 44 - Americans with Disabilities Act
45	Article 45 - Supervisory Training