# AGREEMENT

# between

# THE CITY OF BRIDGEPORT



and

# BRIDGEPORT CITY SUPERVISOR'S ASSOCIATION

July 1, 2008 to June 30, 2013

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## **PREAMBLE**

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

## I. THE UNION AND UNION SECURITY

## ARTICLE 1 – RECOGNITION

- 1.1 The Employer recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other terms and conditions of employment for all of those supervisory and professional employees in the City of Bridgeport, (listed by classifications herein, (see Exhibit A attached hereto).
- 1.2 The Association recognizes the Mayor of the City of Bridgeport or his/her designated representative or representatives as the sole representative of the City of Bridgeport for the purpose of collective bargaining. The Association further agrees to bargain in good faith with the Mayor or his/her designated representative on all matter relating to wages, hours and other terms and conditions of employment.
- 1.3 Any acting or provisional employees who occupies a position recognized in the BCSA after 121 consecutive days in said position shall thereafter be considered a member of the BCSA, and be subject to the obligations and benefits of this collective bargaining agreement. No employee shall be placed in an acting role in any such position unless said employee is eligible to fill that position on a provisional basis, and provided that no permanent member of BCSA on its layoff or recall list is eligible to serve in that position.

## ARTICLE 2 - CHECK-OFF

2.1 The City agrees to deduct from the pay of all employees covered by this Agreement, who authorize such deductions from their wages in writing, such membership dues and initiation fees as may be uniformly assessed by the Association. When an employee does not have sufficient money due him/her, after deductions have been made for Pension or other deductions required by law, Association dues for such deduction period shall be deducted in a pay period in

which the employee has sufficient funds due him/her. It is also agreed that neither any employee nor the Union shall have any claim against the City for errors in the processing of deductions unless a claim of error is made in writing to the City within thirty (30) days after the date such deductions were or should have been made. It is also agreed that the obligation of the City for funds actually deducted under this Section terminates upon the delivery of the deductions so made to the person authorized by the Association to receive such funds from the City.

- 2.2 <u>Deduction Period:</u> 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) 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.
- 5.6 The City agrees there will be no lay-off of BCSA members through June 30, 2011 with the following exceptions: A cut to any state funding provided to the city, a cut to any federal funding provided to the city, a cut to or any funding deficiency to any grant funding a BCSA position, or a fiscal emergency declared by the Mayor with the definition of fiscal emergency to be determined solely by the Mayor.

## 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. MANAGEMENT AND THE WORK PLACE

## ARTICLE 9 - MANAGEMENT RIGHTS

- Except as expressly modified or restricted by a specific provision of this 9.1 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.
- 9.2 Department Heads retain sole discretion/authority for the assigning of take home vehicles.

## ARTICLE 10 - SUB-CONTRACTING

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

This shall not prevent the City from contracting or subcontracting supplementary or emergency service which employees in the bargaining unit are unable to perform during their regular hours of work.

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

## ARTICLE 11 – HOURS OF WORK AND OVERTIME

- 11.1 All employees covered by this Agreement will work a forty (40) hour week except for employees listed on Exhibit B who work thirty-five (35) hours per week as indicated on the Exhibit (not including an unpaid lunch). The starting and finishing time of the hours of work may be changed by the City for seasonal or operating reasons or the convenience of the Public after the City meets and confers with the Association regarding such changes (See Exhibit C).
- 11.2 If Employees identified in Exhibit D are required to work more than eight (8) hours in one regularly scheduled day or more than forty (40) hours in one regularly scheduled week, they shall be compensated for such overtime at time and one half (1½) their regular hourly rate, except as otherwise indicated.
- 11.3 Within a division, as defined in Exhibit E, department heads, shall make overtime assignments consistent with the principle of distributing overtime as equitably as practicable among the employees within that specific division, holding the job affected by the overtime assignment, regardless of the employee's status as permanent, provisional or acting.
- 11.4 An employee will work overtime when requested to do so by his/her supervisor. Employees shall be notified of such assignment as soon as practicable.
- 11.5 In the event that all employees refuse, or are not available to work overtime, the least senior employee in the classification and area affected by the overtime work must work such overtime. In the event of an emergency declared by the Mayor, no one can refuse to work overtime.

- 11.6 Subject to the approval by the Director of Labor Relations, employee may work a flexible work schedule, provided such approval shall be subject to the condition that the economy and efficiency of operations are not thereby impaired (See Exhibit F).
- 11.7 The parties agree to study the various positions in the bargaining unit to determine which employees, if any, are exempt from overtime payments or are entitled to comp time, pursuant to the Connecticut and Federal Fair Labor Standards Acts. Not later than sixty (60) days following the approval of the new collective bargaining agreement, the Association and the Director of Labor Relations agree to appoint a joint committee to investigate and thereafter negotiate such issues. In the event that a committee is not appointed within said sixty (60) days period or in the further event that said committee does not reach a negotiated agreement with respect to said issues within one hundred and eighty (180) days of the appointment of said committee, then either party may claim said issues for midterm 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 of 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 of 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, 2008, the annual salary of employees covered by this agreement shall be increased by zero percent (0%).
- 18.1B Effective July 1, 2009, the annual salary of the employees covered by this agreement shall be increased zero percent (0%).
- **18.1C** Effective July 1, 2010, the annual salary covered by this agreement shall be increased by three percent (3%).
- **18.1D** Effective January 1, 2011, the annual salary of each employee covered by this agreement shall be increased by two percent (2%).
- **18.1E** Effective July 1, 2011, the annual salary covered by this agreement shall be increased by two percent (2%).
- 18.1F Effective July 1, 2012, the annual salary covered by this agreement shall be increased by two percent (2%).
- 18.1G BCSA members agree to serve a ten (10) day furlough by June 30, 2009. The City will credit any BCSA member who has already voluntarily serviced furlough time towards the ten (10) day agreed upon furlough.
- 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, 2008, in one lump sum within ninety (90) days of the acceptance of this agreement by the parties.

#### ARTICLE 23 – PUBLIC HEALTH NURSING SUPERVISORS

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

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

- 24.1 The City shall reimburse each employee for the cost of tuition up to a limit of one hundred fifty dollars (\$150.00) per credit for undergraduate courses and two hundred dollars (\$200.00) per credit graduate level courses. Payments shall be made within sixty (60) days of submission of their cost to the Director of Labor Relations or his/her designee and upon satisfactory completion at a Grade C or better for each course, at an accredited college or university, in subjects which are designed to increase his/her proficiency in his/her present or potential assignment at his/her respective departments and shall be related to his/her responsibilities. The employee must apply and obtain written approval of the City's Chief Labor Negotiator in advance of enrollment. Such approval shall be limited to whether or not the employee's request complies with the standards set forth within this Article and shall not be unreasonably withheld. The tuition reimbursement expenditures for the bargaining unit shall be capped at fifteen thousand dollars (\$15,000) per fiscal year for all BCSA members.
- 24.2 Each employee shall be limited to nine (9) credits per fiscal year. Employees must remain in City employment for a period of one (1) year after completion of a course or the employee shall reimburse the City for any tuition reimbursement received during the one (1) year period prior to separation from employment.

## IV. BENEFITS

## **ARTICLE 25 – INSURANCE**

- **25.1** The City shall provide and pay for Health Benefits for all employees and their enrolled eligible dependents as follows:
- A) "Medical Benefits" in accordance with the City of Bridgeport/Bridgeport Board of Education Medical Plan (including Section V- Schedule of Benefits, Revision 11/6/06), 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 copayments and employee payment provided above shall double at retail.

- C) The twenty-five (\$25.00) dollar deductible CIGNA Dental Plan, or its equivalent, excluding orthodontia (the "Dental Plan").
- D) The vision plan, or its equivalent, as outlined and attached hereto as Exhibit H.
- 25.2 The City will provide and pay for the cost of a Group Life Insurance Policy the amount of twenty-five thousand (\$25,000) dollars with accidental death and dismemberment for all employees.
- 25.3 Retirees, who are eligible for Retiree Medical benefits, prior to the first day of this Agreement, and their surviving spouses, if any, will receive benefits for health care as defined in the plans in existence under the contract which governed their retirement (or such alternative coverage as they have accepted) and make contributions to coverage, if any, in accordance with such contract(s).
- 25.4 All Retiree benefits are subject to the eligibility requirements of Article 25.6 of this contract. For employees, and their surviving spouses, if any, who retire on or after July 1, 2004, and on or prior to the last day of this agreement, the City will provide and pay for benefits under the Medical Plan or for those over the age of sixty-five (65), a supplemental plan to Medicare Part B offering benefits equal to the Medical Plan and the Prescription Drug Plan. Such retirees, and their surviving spouses, shall make the employee contributions to coverage provided for herein. (Retirees' benefits are referenced under Section 25.6 of this Agreement) Retirees must accept, and pay for, any premiums for Medicare Part B. surviving spouses shall terminate upon remarriage. Retirees must accept Medicare Part B coverage if eligible; provided, however, otherwise eligible retirees over sixtyfive (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. It is expressly agreed between the Union and the City that this contractual provision shall not alter or modify in any way the existing benefits agreed to in predecessor contracts.

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

## 25.5

- A) For employees, if eligible under Article 25.6, who retire on or after July 1, 2004 and their surviving spouses, if any, the City shall provide and pay for the same benefits for medical care (excluding vision and dental coverage) as provided for the active employees as the same may, from time to time, be modified under future collective bargaining agreements or, for those over the age over 65, a Supplemental Plan to Medicare Part B offering benefits equal to the Medical Plan and Prescription Drug Plan. Retirees must accept, and pay for, any premiums for Medicare Part B. Retired employee contributions shall be equal to the dollar amount of such contributions at retirement.
- B) If any employee who retires on or after June 30, 1999 shall have available coverage for Medical Benefits through subsequent employment of the retiree or through the retiree's spouse, such retiree shall apply for, and if eligible obtain, such coverage shall not exceed in premium cost to the retiree the cost which the retiree would have paid to the City for Medical Benefits coverage except as provided below. The retiree shall not take advantage of any buy-out program in such coverage. The Medical Benefits provided by the City of Bridgeport shall remain secondary to those other Medical Benefits obtained by the retiree, except that in the event the retiree shall not be eligible for alternate coverage, where the retirees' premium cost would be less than the retiree's premium cost for the City's Plan and the City shall not have exercised an option to reimburse the retiree or surviving spouse for such additional cost, the Medical Benefits provided by the City of Bridgeport shall become primary for the retiree and the retiree's spouse. The retiree and the retiree's spouse who have alternate coverage to which they must contribute shall not be required to contribute to the City's coverage to the extent of such contributions.
- 25.6 Eligibility for Retiree Healthcare Benefits For purposes of this Collective Bargaining Agreement, all provisions that apply to employees retiring under the terms of this Contract or in the future shall define retirees as follows for the purposes of retiree health benefits eligibility. It is the intention of the parties to recognize that there are currently two classes of employees for health benefits eligibility:
  - A) For BCSA members hired after January 30, 2009, benefits eligible retirees shall mean employees who
    - a) have completed twenty-five (25) years of continuous municipal service regardless of age; and
    - b) are eligible to receive full pensions benefits in accordance with the retirement qualification provisions of the Connecticut Municipal Employees Retirement System (CMERS).

- B) BCSA members who were employees on January 30, 2009 shall be eligible for retiree healthcare benefits when they have attained the following:
  - a. Completed fifteen (15) years of municipal service and are age fifty-five (55) or who have completed twenty-five (25) years of municipal service regardless of age; and
  - b. Are eligible to receive full pension benefits in accordance with the retirement qualifications provisions of the Connecticut Municipal Employees Retirement System (CMERS).

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

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

- 25.7.A Whenever an employee covered by this agreement is suspended, all health benefits and insurance shall be provided throughout the period of suspension.
- 25.7.B The City may offer the privilege of choosing an alternative health care carrier and/or administrator and/or plans in lieu of the City's Plan as set forth in Section 25.1 of this Article. Enrollment periods shall be annually in May of each year. For employees electing the alternative, the City shall remit monthly to the Plans in an amount up to but not to exceed that which the City pay for the City's Plans Insurance as specified in Section 25.1 of this Article. If the cost for the alternative is greater than the amount the City would have paid or contributed had the employee not elected such plan, then the City agrees to deduct from the employee's pay, upon receipt of a written authorization from the employee, the additional amount required for full payment of the alternative premium.
- 25.8 The City shall be permitted to substitute insurance or benefits arrangements from any source for the Plans provided for in Section 25.1 of this Article. Such substitutions shall be permitted if the substituted coverage offers benefits and methods of administration, processing and payment of claims at least equal to those specifically provided for in Section 25.1 of this Article. Before the City may substitute, it must negotiate the substitution with the Union. If the Union does not agree to the substitution, the City must claim the matter for arbitration in accordance with single member panel rules of the American Arbitration Association. The Arbitrator will order the substitution, if after weighing the total benefits and

methods of administration, processing and payment of claims offered by the City's proposal against the total benefits and methods of administration, processing and payment of claims offered by the Plan specified in Section 25.1 of this Article, if he/she finds that the average bargaining unit member will, on an overall basis, benefit at least as well under the proposed substituted coverage. Nothing herein shall require the City to propose total substitutions for the coverage provided in Section 25.1 of this Article and substitution may be proposed for any one or more of the specified coverages.

- 25.9 The City shall provide a payment in lieu of health benefits for employees who waive such coverage, in the amount of five hundred (\$500) dollars per year. Effective July 1, 2009 the amount shall increase to one-thousand dollars (\$1,000). Effective July 1, 2010 the amount shall increase to one-thousand five hundred dollars (\$1,500). Effective July 1, 2011 the amount shall increase to two thousand dollars (\$2,000) and will be capped at two thousand dollars.
- **25.10** The City, at its option, may change carriers for the insurance or the method of providing the health benefits in this Article, provided the benefits are equal to or better than, in all benefits, in the manner of payments, services and procedures for payments subject to Section 25.8.

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

- 25.11 Effective July 1, 2009 each active employee, and each eligible employee as defined by Article 25.6, who has retired on or after the first day of this Agreement and on or prior to the last day of this Agreement, shall contribute fifteen percent (15%) of the Premium Cost as defined in this Section for the Medical Plan and the Prescription Drug Plan. Effective July 1, 2010 the contribution shall increase to eighteen percent (18%) of Premium Cost. Effective July 1, 2011 the contribution shall increase to twenty-one percent (21%) of Premium Cost. Effective July 1, 2012 the contribution shall increase to twenty-five percent (25%) of Premium Cost. For purposes of this Section, and wherever applicable elsewhere in this Article, "Premium Cost" shall be defined as either the actual premium cost paid for such coverage or if the City does not pay an actual premium cost, then the pseudo premium cost as developed by an independent third party administrator for purpose of establishing premiums pursuant to the Consolidated Omnibus Budget Reconciliation Act ("COBRA").
- 25.12 BCSA members who are currently on payroll, i.e. as of January 30, 2009. will have their PCS contribution capped at twenty-five percent (25%) contributions as of July 1, 2012. This PCS cap is guaranteed to remain intact during the individual employee's employment period and entire period of retirement.

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

#### 25.14

- A) The City has implemented and shall maintain a cafeteria plan pursuant to Section 125 of the Internal Revenue Code for all active employees so as to facilitate deduction of the amounts contributed for health benefits and for child care from the gross income of the employee for tax purposes.
- B) As an alternative to the current health and/or insurance benefits, the City may offer an employee benefits cafeteria plan which allows the employee to select from a specific list of benefits up to a yearly dollar amount as agreed; the details of which shall be subject to reopener negotiations at the request of either party.
- 25.15 Divorced employees must notify the City within thirty (30) days of the effective date of the decree in a dissolution action or repay the City by payroll or pension reduction for the cost of any benefits improperly paid as a result of such failure.

## **ARTICLE 26 – PENSION PLAN**

- **26.1** 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 <u>Sick Leave Allowance</u>. Employees hired prior to July 1, 1992 shall earn sick leave each at the rate of one and one-quarter working days for each calendar month of service, the total of which shall not exceed fifteen (15) days in the first twelve (12) months. Except as specified in Article 31.6 below, employees hired after July 1, 1992 shall be granted ten (10) sick days per year. These days shall be credited to the employee on July 1st of each year.
- 31.2 <u>Sick leave accumulation.</u> Any unused sick leave of any employee during continuous employment may be accumulated without limit. Sick leave shall continue to accumulate during leave of absence with pay and during the time an employee is on authorized sick leave or vacation time.
- **31.3** A medical certificate, acceptable to the appointing authority, may be required for any absence consisting of four (4) or more consecutive working days.
- 31.4 Sick leave accumulated at retirement or death or other separation from City service.
- a) Effective July 1, 1992, upon retirement, death or other separation from City service, an employee shall be credited for the period of time corresponding to the amount of the sick leave accumulated. The above stated credit shall be paid on a lump sum basis of fifty (50%) percent of all unused sick leave up to a limit of two hundred fifteen (215) days within fifteen (15) days of retirement or separation date. Calculation of current year allotment for payment purposes will be made by multiplying the number of full months worked by eighty-three one hundredths (.83). However, sick leave days may be accumulated in excess of two hundred and fifteen days (215) for use when an employee is actually sick.
- b) All accumulated and unused sick leave as of June 30, 1992, shall be paid out at retirement, death or other separation from City service at eighty-five percent (85%) of accumulation and at the dollar value of wages earned as of June 30, 1992.
- c) On the death of the employee, the amount of sick leave time credited to the employee shall be payable to his/her spouse, and/or children, or estate.

## 31.5 Administration:

- a) The City shall be responsible for the administration of these provisions.
- b) The City shall maintain a record for each employee of all sick leave taken and accumulated. These records shall be subject to periodic reports to be submitted to him.
- c) During the effective period of this Agreement, a satisfactory method of informing individual employees of accumulated sick leave shall be established. Such procedure shall include either of the following:
  - 1) A record of an employee's accumulated sick leave shall be submitted to him upon request at least once annually.
  - 2) A record of an employee's accumulated sick leave shall be indicated on the employee's wage stub at established periodic intervals to be determined by the City but not less than once annually.
- 31.6 Employees listed in Exhibit K will be have the Long Term/Short Term Insurance instead of accumulating sick time as per Section 31.1

## **ARTICLE 32 – PERSONAL LEAVE**

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

## ARTICLE 33 – BEREAVEMENT LEAVE

33.1 Each employee shall be granted leave with pay in the event of a death in his/her immediate family. Such leave shall start on the day of death and continue through and include the day of burial, except that in no event shall such leave be more than three (3) days, commencing on the day of death. For purposes of this Article, the term "immediate family" shall mean and include the following Mother, father, mother-in-law, father-in-law, sister, brother, spouse, child, grandparent, grandchildren, step-parents and foster parents. Any other bereavement leave or any extension of the above leave shall be charged to the employee's sick leave account.

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

## ARTICLE 34 – LEAVES OF ABSENCES

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

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

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

## ARTICLE 35 – PREGNANCY LEAVE

- 35.1 Any employee who becomes medically disabled due to pregnancy or medical complications related to pregnancy and is unable to perform her normally assigned duties shall submit a written statement from her physician indicating her present physical condition, the expected date of child birth, the nature of the medical disability, the limitations to which that disability imposes upon her ability to continue with her normally assigned duties, and the probable duration of the disability.
- 35.2 Any employee so medically disabled shall be granted paid sick leave to the extent accrued, provided that such leave shall be granted only for the duration of such pregnancy or pregnancy disability.
- 35.3 Any employee medically disabled as a result of pregnancy and uses sick leave to the extent accrued shall be entitled to receive all compensation which has been accrued under the various provisions of this agreement, and, upon returning to work, shall receive full credit for accumulated seniority, retirement, fringe benefits, and other service credits.

- **35.4** Any employee previously disabled as a result of pregnancy or medical complications related to pregnancy must return to her position when she is physically able to perform her duties. The City may require medical proof of any disability which it considers unduly long in duration.
- 35.5 Parental leave, shall, upon written request to the department head, be granted in six (6) month intervals up to a maximum of two (2) years upon the birth or adoption of a child or upon the serious illness of a child. A written request is required for each six (6) month period. Such request shall not be unreasonably denied. This leave is granted in addition to the sick leave taken pursuant to Article 31.
- **35.6** During each six (6) month parental leave period, employees shall (a) be allowed to continue the insurance coverage provisions provided by this agreement at their own expense, and (b) accrue seniority for all benefits thereto provided by this agreement.
- **35.7** Family and Medical Leave shall be granted in accordance with the City's Family and Medical Leave Policy.

## ARTICLE 36 – WORKER'S COMPENSATION

- **36.1** In the event that an employee is required to be absent from work due to a jobrelated 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, 2008 and shall remain in full force and effect until the thirtieth (30th) day of June, 2013. 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 hall 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 12m day of MAY	, 2015.	
FOR THE CITY	FOR THE UNION	
Bill Finch Mayor  Lawrence E. Osborne, Jr.  Director – Labor Relations	Elizabeth Petrocelli President, BSCA  Anthony Cavalli First Vice-President, BCSA  Edward J. Gavin, Esquire Counselor for BCSA	

## **EXHIBIT A - 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 Comptroller – Account Assistant Comptroller – Grants

Assistant Director - Administrative Services

Assistant Director - Clean & Green

Assistant Director Welfare - Social Services

Assistant Director – Workfare Assistant Greenskeeper

Assistant Ice Skating Rink Man

Assistant Medical Doctor
Assistant Operating Engineer
Assistant Personnel Director
Assistant Purchasing Agent
Assistant Records Manager

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 Zoning Official
Assistant Stationary Engineer
Assistant Comptroller – Financial
Assistant Director of Welfare – Social
Assistant Director of Welfare – Medical
Assistant Supervisor Shipping & Receiving

Benefits Manager Branch Librarian Bridge Superintendent Budget/Policy Analyst Building Official

Central Maintenance Supervisor

Chemist II

Chief Project Manager (40 HRS)

City Engineer

City Planning Assistant City Planning Engineer

Civil Engineer I
Civil Engineer II
Client Service Manager
Clinic Coordinator
Clinic Physician

Computer Specialist – Nutrition Computer System Analyst

Construction Development Manager

Construction Inspector

Custodian IV

Custodial Supervisor I Custodial Supervisor II Data Center Manager

Dentist

Deputy CAO for Central Grants
Deputy CAO Housing and Community

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 Handicapped Services

Director of Information Technology Services

Director – Department on Aging Director of Central Grants

Director of Community Development Director of Construction Administration Director of Environmental Health

Director of Environmental Health Director of Environmental Sanitation

Director of Finance Director of Laboratories

Director of Lighthouse Program

Director - Office for Persons with Disabilities

Director Office of Neighborhood? Director, Office of Planning

Director of Personnel

Director of Public Health Laboratories

Director of Safety and Security

Director of Public Works Maintenance Director of School Health Security Director of School Health Service Director School Maintenance

Director Public Facilities Maintenance

Director of Social Services Director of Transportation Director Veteran Affairs Director, Senior Aides

Director, WIC
Dispensary Doctor
Electrical Inspector
Engineering Supervisor
Enterprise Services Manager
Equipment Mechanic Foreman

Executive Secretary

Financial Management Supervisor

Financial Office Manager, Special Education

Golf Courses Assistant Manager Golf Course Assistant Supervisor

Golf Course Manager

Golf Course Superintendent Grants Personnel Manager Greenhouse Manager

Greenskeeper H.I.V. Counselor

H.I.V. Education Coordinator Housing Code Enforcement Officer Housing and Comm. Development

HR Staff Coordinator
Human Resources Manager
Immunization Coordinator
Incinerator Superintendent
Infant Mortality Coordinator
Information Services Coordinator

Intake Coordinator Labor Foreman

Laboratory Technician II Landscape Architect

Lead PC Network/Application Analyst

Legal Administrator Legal Office Manager

Librarian I Librarian II Librarian III Librarian IV Librarian V

Library Maintenance Manager Manager of Client Services Manager of Enterprise Services

Manager of Housing and Community

Development

Manager of Human Resources

Manager Ice Skating Rink Manager, Municipal Garage

Manager Municipal Parking Garage Manager of Roadway and Park Services

Manager, Support Specialist

Manager, Treatment & Field Operations

Manager of Programming - MICS

Manager of Sanitation, Recycling & Transfer

Station

Maternal & Child Health Physician

Mechanical Inspector Milk Inspector Museum Curator

Network Communications Supervisor

**Nutrition Plant Manager** 

Office Manager Operating Engineer

Operational Supervisor of Custodial Services

Operations Coordinator Para Personnel Assistant Parent Aide Supervisor

Park Caretaker
Park Foreman
Parking Supervisor
Payroll Manager

Payroll/Benefits Supervisor

Permit Inspector

Personnel Assistant Project?

Personnel Director Personnel Examiner Personnel Specialist Plan Reviewer Planning Director

Planning and Research Analyst Pollution Control Assistant Chief Pollution Control Chief Operator Pollution Control Foreman II Prevention Project Coordinator

**Printing Foreman** 

**Project Controls Engineer** 

Project Engineer

Project Coordinator - Lead Poison

Project Manager - Health

Project Manager, OPM Management Project Manager of OPR Systems

Project Manager, ITS Project Manager, OPED

Project Manager – Public Safety

Project Manager, SBHC Project Safety Manager (40) Program Coordinator

Program Coordinator - Infant Mortality

Program Implementor

Program Nutritionist

Public Health District Supervisor Public Health Nursing Supervisor

Public Safety Communications Budget

Public Safety Communications Training

Public Safety Communications S

Public Utility Worker II Public Works Foreman I

Public Works Foreman II

Public Works Foreman III

Public Works Traffic Foreman

Purchasing Agent

Records Manager

Recreation Supervisor

Recreation Superintendent

Sanitation Supervisor

Sanitation Superintendent

School Based Health Coordinator

School Clinic Coordinator

School Lunch Consultant

School Lunch District Supervisor

School Lunch Operations Supervisor

School Lunch Supervisor

School Physician

School Security Director

School Plant Maintenance Supervisor

Senior Housing & Community Development

Senior Office Manager

Senior Project Manager (Meb)

Senior Zookeeper

Sewage Plant Maintenance Supervisor

Sewer System Supervisor

Shift Supervisor

Site Coordinator

Site Coordinator/BCSA

Social Service Supervisor

Special Assistant to Director – Cafeteria

Special Project Coordinator

Special Project/Student Intern Supervisor

Sr. Project Manager/Construction

Stationary Engineer

Store Room Supervisor

Staff Coordinator, Human Resources

Superintendent of Field Operations

Superintendent of Municipal Parking

Superintendent of Operations

Supervising Dental Hygienist

Supervisor

Supervisor/Coordinator of Plan Review

Supervisor, Combined Sewer Overflow

Supervisor Department on Aging

Supervisor of Fleet Operations

Supervisor/Financial Manager

Supervisor of Operations

Supervisor of Park Security

Supervisor of Permits

Supervisor of Roadway Maintenance

Supervisor of Shipping & Receiving

Supervising Sanitation

Supervisor of District Operation

Supervisor - School Base Health Center

Supply/Inventory Coordinator

Support Specialist Manager

Systems Administrator

Tabulating Supervisor

Tax Assessment Engineer

Tax Assessment Professional

Traffic Engineer

Tree Foreman

Tree Climber III

Unit Supervisor

Utilities Manager

Vocational Services Coordinator

Voting Machine Mechanic

Warehouse Supervisor - Nutrition

**Zoning Administrator** 

Zoning and Coastal Management

Zoning Enforcement Officer

Zoo Curator

Zoo Manager

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

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

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

Massaria, Linda McCoy, Patricia McNamara, Timothy

Meade, Michele Micinilio, Pamela Moretti, Arthur Murphy, Jane Nidoh, Michael Ortiz, Veronica

Osbon, Ann Palumbo, Anthony Pereira, Angelo Perez, Hilda Pires, Jose

Ramos, Francisco

Ricci, John
Rodriguez, Alba
Rossa, Judith
Santini, Eugene
Santos, Deborah
Sheridan, Eileen
Skinner, Barry
Soltis, John

Tardy, Bernd Van Tuyl, Elizabeth Walker, Patricia

Williams, Mary Witkowski, Mary

Sweeney, Nancy

Public Facilities Vital Statistics Human Resources

Communicable Dises.

Tax Collector

Health Department

Library

Office of Pan. & Econ.

**Social Services** 

Library

Printing Department

Nutrition Center Health Department

BOE Admin.
Social Services

Airport Town Clerk Library

Nutrition Ctr Social Services

Library
Engineers
Burroughs
Library
Purchasing
Library

WIC Library Library Accountant

Assist. Registrar of Voters

Para Pers. Assist.

Supervisor Accountant

Laboratory Tech. Ctr. Mgr.

Librarian I Plan. Dir Supervisor Librarian I

Printer Foreman

Warehouse Sup. Nutrition

HIV Cous. Fin/OfficeMgr. Unit Super Airport Mgr

Asst Town Clerk I

Librarian I

School Lunch Cons

Supervisor Librarian City Engr Librarian I Librarian. III

Assistant Purch Agent

Librarian I Office Mgr Librarian I Librarian III

#### EXHIBIT C - EMPLOYEES SUBJECT TO CITY HALL HOURS

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

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

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

#### **EXHIBIT D - OVERTIME**

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

Custodial Supervisor I Custodial Supervisor II Custodian IV Equipment Mechanic Foreman Golf Course Superintendent **Electrical Inspector** Labor Foreman Manager of Roadway and Parks Services Manager of Sanitation, Recycling and Transfer Station Mechanical Inspector Park Foreman **Printing Foreman** Public 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 heads<sup>1</sup> are expected to keep accurate and up-to-date written records of the accrual and usage of time by employees as provided under this memorandum. Records should be maintained on a first-in/first-out basis.

#### Flex/Compensatory Time

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

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

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

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

#### **EXHIBIT G - MEDICAL PLAN**

#### **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		imited dividual
Coinsurance	You pay 0% Plan pays 100%	You pay 20% Plan pays 80%
<ul> <li>Maximum Reimbursable Charge</li> <li>Determined based on the lesser of: <ul> <li>the health care professional's normal charge for a similar service; or</li> <li>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.</li> </ul> </li> <li>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> <li>the health care professional's normal charge for a similar service or supply; or</li> <li>the amount charged for that service by 80% of the health care professionals in the geographic area where it is received.</li> </ul> </li> <li>Out-of-network services are subject to a calendar year deductible and maximum reimbursable charge limitations.</li> </ul>	N/A	200%
Calendar year deductible	Individual None	Individual None
	Family None	Family None
Calendar year out-of-pocket maximum	Individual None	Individual \$1,000
	Family None	<b>Family</b> \$2,000
Benefits	In-network	Out-of-network
Physician services		
Office visit		
Primary Care Physician     .	You pay \$20 per visit	You pay 20% Plan pays 80%
Specialist	You pay \$20 per visit	You pay 20% Plan pays 80%



Annual deductibles and maximums	In-network	Out-of-network	
Physician services (hospital) In hospital visits and consultations Inpatient	Inpatient services No Charge	You pay 20% Plan pays 80%	
• Outpatient	Outpatient services No Charge		
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)  Immunizations are covered at no charge.	No charge	You pay 20% Plan pays 80%	
Adults and children (age 3 and older)  Immunizations are covered at no charge.	No charge	You pay 20% Plan pays 80%	
Mammogram, PSA, Pap Smear  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  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%	
<ul> <li>Inpatient Professional Services</li> <li>For services performed by surgeons, radiologists, pathologists and anesthesiologists</li> </ul>	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%	



Annual deductibles and maximums	In-network	Out-of-network
Outpatient Professional Services  For services performed by surgeons, radiologists, pathologists and anesthesiologists	No Charge	You pay 20% Plan pays 80%
<ul> <li>Physical, occupational, and chiropractic therapy</li> <li>30 days per calendar year for all therapies combined</li> <li>Includes physical therapy, occupational therapy, pulmonary rehabilitation and cognitive therapy</li> <li>Includes chiropractic therapy (Includes chiropractors)</li> </ul>	You pay \$20 per visit	You pay 20% Plan pays 80%
Speech Therapy  • 60 days per calendar year	You pay \$20 per visit	You pay 20% Plan pays 80%
Cardiac Rehabilitation  • Unlimited days per calendar year	You pay \$20 per visit	You pay 20% Plan pays 80%
Lab and X-ray		
<ul> <li>Lab and X-ray</li> <li>Physician's office</li> <li>Outpatient hospital facility</li> <li>Emergency room</li> <li>Independent x-ray and/or lab facility</li> <li>Independent x-ray and/or lab facility as part of an ER visit</li> </ul>	No Charge	You pay 20% Plan pays 80%
<ul> <li>Advanced radiological imaging</li> <li>MRI, MRA, CT Scan, PET Scan, etc.</li> <li>Inpatient hospital facility, outpatient hospital facility, emergency room, urgent care facility or physician's office</li> </ul>	No Charge	You pay 20% Plan pays 80%
Emergency and urgent care services		
Hospital emergency room  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  • 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  Combined 60 days per calendar year	No Charge	You pay 20% Plan pays 80%
Home health care  • 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%
<ul> <li>External prosthetic appliances (EPA)</li> <li>Unlimited calendar year maximum</li> <li>Includes foot orthotics</li> <li>Includes Wigs</li> </ul>	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%
<ul> <li>TMJ, surgical and non-surgical</li> <li>Office visits</li> <li>Inpatient hospital facility</li> <li>Outpatient facility</li> <li>Physician services</li> </ul>	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%
<ul> <li>Infertility</li> <li>Office visit for testing, treatment and artificial insemination</li> <li>Inpatient hospital facility</li> <li>Outpatient hospital facility</li> <li>Physician services</li> <li>Surgical treatment limited to procedures to correct infertility</li> <li>Excludes IVF, GIFT and ZIFT</li> </ul>	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



Annual deductibles and maximums	In-network	Out-of-network
<ul> <li>Family planning</li> <li>Office visits</li> <li>Inpatient hospital facility</li> <li>Outpatient facility</li> <li>Physician services</li> <li>Surgical services such as tubal ligation or vasectomy are covered (excluding reversals).</li> <li>Includes contraceptive devices</li> </ul>	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	·	
<ul> <li>Please note the following regarding Mental Health (MH) and St</li> <li>Substance Abuse includes Alcohol and Drug Abuse service</li> <li>Transition of Care benefits are provided for a 90-day time p</li> </ul>	s.	stration:
<ul> <li>Inpatient mental health services</li> <li>Unlimited days per calendar year</li> <li>Out of network mental health services are paid at 100% after you reach your out-of-pocket maximum.</li> </ul>	\$200 copay per admission	\$200 deductible, then you pay 20%, Plan pays 80%
Outpatient mental health physician's office services  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%
<ul> <li>Outpatient mental health outpatient facility services</li> <li>Unlimited days per calendar year</li> <li>Out of network mental health and substance abuse services are paid at 100% after you reach your out-of-pocket maximum.</li> <li>This includes group therapy mental health and intensive outpatient mental health</li> </ul>	You pay \$20 per visit	You pay 20% Plan pays 80%
<ul> <li>Inpatient substance abuse services</li> <li>Unlimited days per calendar year</li> <li>Out of network substance abuse services are paid at 100% after you reach your out-of-pocket maximum.</li> </ul>	\$200 copay per admission	\$200 deductible, then you pay 20%, Plan pays 80%
<ul> <li>Outpatient substance abuse - physician's office services</li> <li>Unlimited days per calendar year</li> <li>Out of network mental health and substance abuse services are paid at 100% after you reach your out-of-pocket maximum.</li> </ul>	You pay \$20 per visit	You pay 20% Plan pays 80%



Annual deductibles and maximums	In-network	Out-of-network
<ul> <li>Outpatient substance abuse outpatient facility services</li> <li>Unlimited days per calendar year</li> <li>Out of network mental health and substance abuse services are paid at 100% after you reach your out-of-pocket maximum.</li> <li>This includes intensive outpatient substance abuse</li> </ul>	You pay \$20 per visit	You pay 20% Plan pays 80%
Prescription drugs		
Pharmacy coverage	Pharmacy benefits no	t provided by CIGNA



#### **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	
<ul> <li>Pre-admission certification – continued stay review (PHS)</li> <li>Benefits are denied for any admission reviewed by CIGNA Healthcare and not certified.</li> <li>Benefits are denied for any additional days not certified by CIGNA Healthcare.</li> </ul>	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 HealthCa provide assistance to a patient who complexities or for whom a health for rehabilitation or additional heastrives to attain a balance between while maximizing the patient's qu	o is at risk of developing medical incident has precipitated a need lth care support. The program quality and cost effective care	
MH/SA Service Specific Administration	<ul> <li>inpatient MH/SA services.</li> <li>Standard for Residential Trea inpatient MH/SA benefit. Con CIGNA Behavioral Health Con Intensive Outpatient Program</li> </ul>	coinsurance level for partial same as the coinsurance level for timent: Subject to the plan's verage only if approved through ase Management.  (IOP): Benefit is the same as ally if approved through CIGNA	
Annual reinstatement	Not in	cluded	
<ul> <li>Multiple surgical reduction</li> <li>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.</li> </ul>	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	
Maternity care services  • 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	
Abortion  • 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	
Organ transplant  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  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  Diabetes included  Cardiac included  Asthma included  Low back pain included  COPD – Chronic Obstructive Pulmonary Disease included  Weight complications excluded  Depression excluded  Targeted conditions excluded		
<ul> <li>Health Advisor</li> <li>Health Advisor excluded</li> <li>Health Advisor Personal Health Team (PHT) excluded</li> <li>Health Advisor Core/CIGNA Choice Fund Health Advisor excluded</li> <li>Behavioral Coaching excluded</li> <li>CIGNA Well Informed excluded</li> </ul>		
<ul> <li>IPHT (Integrated Personal Health Team)</li> <li>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.</li> </ul>	one Not Included	
<ul> <li>Chronic Condition Support (CCS)</li> <li>Holistic health support for those with a chronic health condition.</li> </ul>	Not Ir	ncluded
eVisits	Not II	ncluded

#### **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 nonmedical 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 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

<ul> <li>Polycarbonate lenses for dependent children</li> </ul>	<ul> <li>Single vision, lined bifocal and lined trifocal lenses</li> </ul>	LensesEvery 12 months	Prescription Glassess  S30.00 copayEvery 12 months	WellVision Exam – Focuses on your eye health and overall wellness  • \$20.00 copayEvery 12 months
children	d trifocal lenses	Every 12 months	Every 12 months	Ith and overall wellnessEvery 12 months

Frame......Every 24 months

• \$105 allowance for a wide selection of frames

20% off amount over your allowance-

Ţ

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 VSD decrees.

# Your Coverage with Other Providers

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

to \$105.00	Up	Contacts
Up to \$45.00	Цþ	Frame
Up to \$80.00	Up	Lined Trifocal Lenses
to \$60.00	Up	Lined Bifocal Lenses Up to \$60.00
to \$40.00	Uр	Single Vision Lenses Up to \$40.00
to \$40.00	Up 1	Exam

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

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

Last Name	First Name	Location	Job Class Description	
		Description	•	
Cavalli	Anthony	Building Department	Electrical Inspector (40 Hrs)	
Clark-Smith	Robin	Health	Aids Program Supervisor	
Coble	Thomas	Office Of Planning &	Deputy Dir Of Neighborhood	
		Econ Devel	Revit	
Caviness	Deborah	Minority Business	Senior Project Manager (Meb)	
		Resource		
Conine	Luann	Recreation	Recreation Superintendent	
Cote	David	Engineering	City Engineer	
Cottell	John	Public Facilities	Utilities Manager (40 Hrs)	
		Admin	8 ( ,	
Curwen	Catherine	Public Facilities	Special Projects Coordinator	
Daley	Victor	Read School	Custodian IV	
Dancho	Gregg	Beardsley Zoo	Zoo Manager	
		Carousel		
Debiase	Louis	Building Department	Mechanical Inspector (40 Hrs)	
Defranzo	Michael	BOE Facilities	Custodian IV	
Delucia	Robert	Sealer Weights &	Deputy Sealer Weights &	
		Measures	Measures	
Denitto	Frank	BOE Facilities	Custodian IV	
Deprimo	Anthony	Roadway	Manager Of Sanitation Recyclin	
F		Management		
Domeracki	John	BOE Facilities	Custodial Supervisor I	
Domizio	Raymond	Parks Maintenance	Golf Course Superintendent	
	·	Services		
Edwards	Albert	BOE Facilities	Custodian IV	
Epelbaum	Alexander	Info Technology	Enterprise Services Manager (4	
•		Services		
Esposito	Vincent	Nutrition Center	Computer Specialist - Nutritio	
Finch	Janet	Benefits	Human Resource Manager	
		Administration		
Fiorito	Mark	BOE Facilities	Custodian IV	
Fisher	Janet	Library	Librarian III	
Flynn	Jane	Library	Librarian I	
Fontaine	Ronald	Library	Librarian I	
Gaines	Audrey	Lead Prevention	Program Coordinator	
		Program		
Galla	Joseph	BOE Facilities	Custodian IV	
Garcia	Jorge	BOE Facilities	Supervisor- Custodial Services	
Garrity	Barbara	BOE Adm. 948 Main	Public Health District	
		St	Supervisor	
Gaydos	Joseph	Nutrition Center	Custodian IV	
Geoffino	Tina	Library	Librarian III	
Georges	Philip	Cesaer A Batalla	Custodian IV	
Gerrity	John	Nutrition Center	Spec. Asst. To DirCafeteria	
Goff	Donald	Beardsley Zoo	Zoo Curator	

Last Name	First Name	Location	Job Class Description	
		Description		
		Carousel		
Grabarz	Theodore	Public Facilities	Deputy Director Of Public Fac	
		Admin		
Grabowski	Anthony	Building Department	Assistant Building Inspector (	
Grant	William	Dunbar School	Custodian IV	
Grant	John	Building Department	Plan Reviewer (40 Hrs)	
Grasso	Ermin	BOE Facilities	Custodian IV	
Grecco	Anthony	Nutrition Center	School Lunch Consultant	
Greenberg	George	Longfellow School	Custodian IV	
Grens	Stephen	Water Poll Control	Construction Inspector	
GIOILO	Stophon	Auth		
Guglielmo	Angela	Burroughs	Librarian II	
Hajtol	Joseph	Info Technologies	Dir. Of Info Technology	
Hammond	Robert	Facilities	Custodian IV	
Hammond	TUODOTU	Maintenance	Custodian 1 v	
Harris	Peter	Water Poll Control	Director - Finance	
Hallio	1 0001	Auth	Birottor Finance	
Head	Alexander	Golf Course	Golf Course Manager	
Heinlein	Albert	Stockroom	Superv. Of Shipping & Receiving	
Heller	Adam	Info Technology	Its Director	
TICHCI	Main	Services	Tis Director	
Hladun	Stephen	Parks	Special Projects Coordinator	
IIIauuii	Diephen	Administration	Special Flojectis Coolumator	
Holloway	James	Public Facilities	Permit Supervisor	
Tionoway	ballies	Admin	l ermit Supervisor	
Hooks	Curtis	BOE Facilities	Custodian IV	
Hooks	Dennis	BOE Facilities	Custodian IV	
House	Willie	Public Facilities	Sanitation Supervisor	
Hoyt	Rosemarie	Aging	Director - Department On Aging	
Jackson	Marcus	Public Saftey	Project Manager- Public Saftey	
Jackson	Marcus	Communications	r roject Manager- r ublic Saftey	
Jacobs	Dalah	Civil Service	Personnel Director	
Jacobson	Ralph Michele	Library	Librarian I	
Jones		Roadway	Public Works Foreman II	
Jones	Leroy	Maintenance	Fublic works Foreman II	
T7 - 1 1	A1		Director, Central Grants	
Kabel	Alanna	Dept. Of Housing		
Kadi	Issam	Fairchild Wheeler Golf Course	Assistant Greens Keeper	
Kandybowicz	Irena	WIC	Client Services Manager	
Kearney	Peter	Fairchild Wheeler	Greenskeeper	
J		Golf Course	<u>.</u>	
Kearse Jr	Cline	BOE - Facilities	Custodian IV	
Keegan	Paula	Library	Librarian III	
Keerthy	Ravi	Water Poll Control	Manager Treatment & Field	
Liouing	10471	Auth	Oper	

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

Last Name	First Name	Location	Job Class Description	
		Description		
0.41	***	Admin	2 1 77	
Ortiz	Veronica	Welfare	Supervisor/Financial Manager	
Paajanen	Peter	Building Department	Building Official	
Palumbo	Anthony	Printing Department	Printer Foreman	
Papa	Tammy	Light House Youth Services	Director Lighthouse Program	
Pereira	Angelo	Nutrition Center	Warehouse Supervisor-Nutrition	
Pires	Jose	BOE Business	Financial/Office MgrSpec. Ed	
Porzelt	Alan	BOE Facilities	Custodian IV	
Puccio	Joseph	Roadway Management	Public Works Foreman II	
Rather	Sherri	Civil Service	Personnel Examiner	
Reilly	Kristen	Human Resources	Hr Staff Coordinator	
Resto	Christina	Town Clerk	Assistant Town Clerk I	
Ricci	John	Airport	Airport Manager	
Robinson III	William	West Sewage Disposal	Manager-Treatment And Field Operator	
Rodriguez	Alba	Town Clerk	Assistant Town Clerk I	
Rowe	Percie	BOE - Facilities	Custodian IV	
Santini	Eugene	Nutrition Center	School Lunch Consultant	
Santos	Deborah	Social Services	Supervisor	
Simmonds	Donald	BOE Facilities	Custodian IV	
Soltis	John	Library	Librarian I	
Sweeney	Nancy	Library	Librarian III	
Syed				
	Aijaz	Info Technology Services	Project Manager OPED	
Tardy	Bernd	Purchasing	Purchasing Agent	
Thomas	Robert	BOE Facilities	Custodian IV	
Tomatore	Russell	BOE Facilities	Custodial Supervisor I	
Toolan	Diane	Health Department	Senior Housing & Community Dev.	
Toth	Bartholomew	Police Department	Equipment Mechanic Foreman	
Twistol	Delmar	BOE Facilities	Operations Supervisor	
Ulatowski	Patricia	Vital Statistics	Assistant Registrar Of Vital	
Urquidi	Jon	Engineering	Engineering Supervisor	
Valeri	Andrew	Parks Maintenance Services	Manager Of Roadway And Parks S	
Van Tuyl	Elizabeth	Library	Librarian I	
Ventuarelle	Joseph	BOE Facilities	Operations Supervisor	
Videira	Armindo	Recycling	Puplic Works Foreman I	
Wadi	Sadi	Engineers	Civil Engineer I	
Wahn	Vincent	BOE Facilities		
Walentowicz	Robert	BOE Facilities BOE Adm	Custodial Supervisor I Custodian IV	
Walker	Patricia	WIC	Office Manager	
Walsh Mitchell	Ish Mitchell   Christine   Payroll/Benefits   Payroll/Benefits Superv.		Payroll/Benefits Superv.	

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

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

Last	First	Dept	Title	Job Date	Hire date
BARREIRA	JOAQUIM	SANITATION AND RECYCLING	SANITATION SUPERVISOR	06/04/2012	05/08/2006
BONNEY	DICHARD			06/06/2012	01/10/2010
BONNEY	RICHARD	AIRPORT	PUBLIC WORKS FOREMAN I	06/06/2012	01/19/2010
BRACCIA	KRISTEN	NUTRITION	SCHOOL LUNCH	07/01/2010	07/01/2010
HUFNAGEL		CENTER	CONSULTANT	. ,	
BRELSFORD	DEBORAH	CIVIL SERVICE	ADMINISTRATIVE	09/18/2009	9/18/2009
		COMMISSION	ASSISTANT		
COLEMAN	WILLIAM	OPED	DIRECTOR OFFICE	02/17/2009	11/08/2004
		ADMINISTRATION	OF NEIGHBORHOO		
CONCEPCION	MARIEL	EMERGENCY	PUBLIC SAFETY	12/17/2012	12/24/1996
		OPERATIONS	COMMUNICATIONS		
		CENTER	S		
COWETTE	TAMMY	EMERGENCY	PUBLIC SAFETY	06/25/2012	06/25/2012
		OPERATIONS	COMMUNICATIONS		
DEIDA	DEDD.	CENTER	S	00/1-/000	
DEIDA	DEBRA	EMERGENCY	PUB SAFETY	06/15/2009	09/27/1994
		OPERATIONS	COMMUNICATIONS		
DONOTRIO	ANTHONY	CENTER	TRAI	04/40/2040	04 /40 /2040
DONOFRIO	ANTHONY	EMERGENCY	PUBLIC SAFETY	01/19/2010	01/19/2010
		OPERATIONS CENTER	COMMUNICATIONS		
DUBOIS	ALBERT	BUILDING	ELECTRICAL	06/18/2012	06/10/2012
DOBOIS	ALDENI	DEPARTMENT	INSPECTOR (40	06/18/2012	06/18/2012
		DEPARTIVIENT	HRS)		
DUHART	GREGORY	EMERGENCY	PUBLIC SAFETY	01/19/2010	01/19/2010
	0200	OPERATIONS	COMMUNICATIONS	01,13,2010	01,13,2010
		CENTER	S		
DUNN	DAVID	CIVIL SERVICE	PERSONNEL	08/28/2009	10/05/1998
		COMMISSION	DIRECTOR		
FERNANDES	EMILIO	ROADWAY	PUBLIC WORKS	12/24/2012	08/29/2005
		MANAGEMENT	TRAFFIC FOREMAN		
GASPER	NANCY	FIRE	EXECUTIVE	07/30/2012	07/30/2012
		DEPARTMENT	SECRETARY		
GONZALEZ	RUBEN	SANITATION AND	PUBLIC WORKS	12/28/2009	11/23/1998
		RECYCLING	FOREMAN II		
GORHAM-	ALICE	LIBRARY	CUSTODIAN IV	12/31/2012	10/25/2001
WIGGINS					
JACKSON	MARCUS	EMERGENCY	PROJECT	10/22/2009	01/25/1999
		OPERATIONS	MANAGER PUB		
18115		CENTER	SAFETY		
JONES	VERONICA	TAX COLLECTOR	TAX COLLECTOR	05/10/2012	06/27/1994
LOGAN	LETHA	POLICE	EXECUTIVE	03/23/2009	09/07/2004
		DEPARTMENT	SECRETARY		

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

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

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

#### EXHIBIT L – CLERICAL ERROR AGREEMENT

The Bridgeport City Supervisors Association and the City of Bridgeport are entering into a collective bargaining agreement covering the time frame of July 1, 2008 to June 30, 2013. The parties agree that for a variety of reasons, including but not limited to interest arbitration, the agreement will be executed in calendar year 2014. The parties further agree to fully cooperate and adjust the collective bargaining agreement for any clerical errors contained within the agreement. It is the intention of the parties that if any clerical errors do occur that the City and BCSA will work to rectify any errors. If the parties are unable to come to an agreement regarding any clerical error revisions, the parties agree to enter binding arbitration in accordance with the procedure established in Article 13 of the Collective Bargaining Agreement.